

LEASING PROPOSAL REQUEST

Agency, Office Name	Department of Labor and Workforce Development
Principal Use Office/Warehouse/Other	Office
Employee Headcount at Premises	10
Transaction Number	19-04-904

	Desired	Alternates Accepted
Service Area and Boundary Requirements	Within Rutherford County within Murfreesboro City limits.	NO
Parking Requirements	25 free, paved, lighted & striped spaces requested. The parking provided shall include handicap parking to meet the relevant code requirements.	Yes
Usable & Rentable Contiguous Square Footage	4,500-4,800 USF* 4,800-5,100 RSF *Usable square footage does not include restrooms, mechanical rooms, janitor closets, telecom closets or vestibules. Proposals with square footages outside the squarefootage range are considered “Alternates” and may be rejected. The State intends “contiguous” to mean space that is adjacent including floors below or above. The actual square footage will be determined by programming and space planning.	Yes
Special Buildout and Other Specifications	Turnkey buildout in accordance and in conjunction with Schedule 1 &2 and Pro Forma Lease Template including, Exhibit D. All final design work is subject to State and Agency approval after lease is executed. Schedule 1: Special Build-out Requirement and Space Needs Analysis Schedule 2: Lease Commission Agreement All State leased offices are required to obtain State Fire Marshall Office approval or waiver.	No
Term Length	Ten (10) years	Yes

Commencement Date	Within 12 months of lease execution or sooner in accordance with Lease, Exhibit A, 19 & 20	Yes
Termination Options	Termination for Convenience: 90 day per Block 6 of Lease. Termination for Cause: see Lease - Exhibit A, Paragraph 5.	Yes
Terms and Conditions	As set forth in Pro Forma Lease. A copy of the Pro Forma lease form can be found by visiting www.tnopr.gov . Comments to the Lease Template is required with submission of the lease Proposal Quotation Form.	No
Utility, Services and Other Costs	Preference is for FULL Service with no pass throughs or MODIFIED GROSS basis with Tenant responsible for payment of utilities and janitorial only. <i>NOTE: Utilities must be separately metered for consideration of modified gross lease.</i>	Yes

Communications:

Interested parties must direct all communications regarding this procurement to the _____ RFP Coordinator who is the State’s official point of contact. Email is the preferred form of communication.

Name: Cristina Johnstone

Phone Number: 615-939-3108

Email: RFP.Coordinator@tn.gov

Submittal Deadline and Format:

The completed “Lease Proposal Quotation Form” must be submitted as follows:

No later than 3:00 PM CT on Friday, May 1, 2020:

Submittals must be received via:

Email: rfp.coordinator@tn.gov

(It is recommended that any email submission be sent “returned receipt requested” and confirm email is received)

Or

Printed copy to:

Department of General Services/STREAM

Attn: Nickie Smith

William R. Snodgrass Tennessee Tower

312 Rosa L. Parks Avenue, Nashville, TN 37243

Phone: 615-428-9840

Method of Evaluation:

Please refer to the State of Tennessee Real Estate Asset Management Division website for the complete document, which describes the proposal evaluation method, by using the following link:

www.tnopr.gov.

Disclaimer of Subjectivity:

Proposers should understand and accept that by responding to this solicitation they are willingly participating in a process that may consist of some degree of subjectivity. Proposers should be aware that the proposal determined to best meet the needs of the State may not necessarily be the lowest cost proposal.

Schedule 1

Space Needs Analysis Report

SNA Number: 33701-75-01

Agency: Labor & Workforce Dev

County: RUTHERFORD City: Murfreesboro

Employees: 10

SNA Date: 12-13-2019

Prepared By: FMG

Checked By:

Area Needed: **3,031**

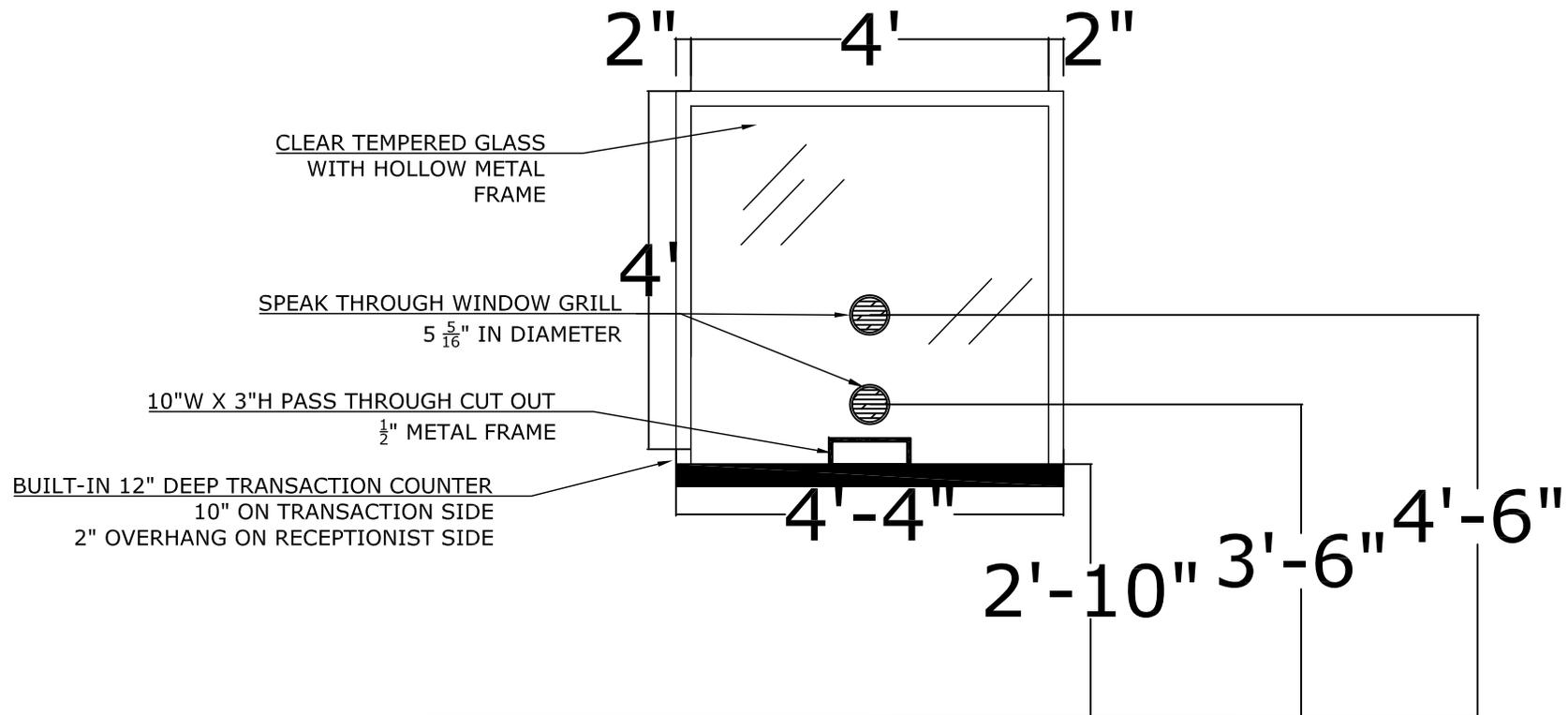
Major Circulation: 50% **1,516**

Total Net Usable Needed: **4,547**

SNA Note: This location conducts hearings for the Tennessee Workers Compensation program.

Space Type	Standard Description	Wall	Area	Count	Memo
P	73121 Admin. Assistant 2	0	49	1	
P	73163 Admin. Assistant 3	0	49	1	
P	81002 Workers Comp. Judge	H	144	1	
P	73265 Workers Comp. Mediators	0	49	4	
P	73255 Workers Comp. Program Coordinator	H	120	1	
P	73263 Workers Comp. Spec. 1	0	49	2	
S	BR Break Room	H	150	1	With base and wall cabinets, countertop with sink.
S	CR Courtroom	H	400	1	must have 2 points of ingress and egress
S	FSR File/ Storage Room	H	196	1	Includes space for 1 - Storage Cabinets, 6 - Lateral File Cabinets and 3 - Double Faced Open Shelving Units.
S	MA Mail Area	0	49	1	
S	MR Mediation Room	H	150	6	
S	PSB Paper Shredder Bin	0	6	1	
S	RB Recycle Bin	0	6	1	
S	SR Settlement Room	H	150	2	
S	SS Supplemental Space	0	64	1	Space for 8 - Lateral File Cabinets. Located close to staff who will use them.
S	TC Telecom. Closet	H	24	1	For telephone and computer equipment. Space must be temperature controlled.
S	WR Waiting Room	H	200	1	Space for 10 chairs. With pass through window to Admin. Assistant 2. Will need direct access to client restroom.
S	WA Work Area	0	80	1	Includes space for 2 - Fax Machines, 2 - Copy Machines and 3 - Network Printers

Suggested Range:	Min.	Max.
Usable:	4,500	4,800
Rentable:	4,800	5,100



A

RECEPTION WINDOW TYP.

SCALE: 1/2" = 1'0"

DESIGNER :
EMAIL :
CELL :

REV 1 YRMODAY
ISSUED YRMODAY
Transaction#

RECEPTION WINDOW TYP.

AGENCY CONTACT INFO :
AGENCY SIGN OFF/ DATE:
ADDRESS :

NOT FOR CONSTRUCTION

**NOTE: This space plan, including furniture layout, has been developed based on programming information and input from the State of Tennessee and is considered to be the design intent. The Architect of Record will utilize this information to develop complete construction documents, in compliance with applicable codes and regulations.

STATE OF TENNESSEE
DEPT. OF GENERAL SERVICES
STREAM

WRS Tennessee Tower, 24th
312 Rosa L. Parks Ave
Nashville, Tennessee 37243



Schedule 2



DATE

BY ELECTRONIC MAIL

BROKER NAME
TITLE
COMPANY
COMPANY ADDRESS

Re: *Lease Commission Agreement*
ADDRESS ("Property")

CBRE, Inc. ("CBRE") looks forward to working with you on this proposed lease transaction. This letter confirms the terms of our agreement ("Agreement"), which shall be effective during the period commencing _____, and ending midnight _____ (the "Term").

1. We hereby identify the prospective tenant as **STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES**, or its affiliate, subsidiary, successor or assignee ("Tenant").
2. You acknowledge that we represent only Tenant (notwithstanding the fact that you are paying our commission) and agree that this is not a listing Agreement. All negotiations with Tenant shall be through CBRE.
3. You agree to pay us a leasing commission of **2.75** percent (**2.75%**) of the total Rental Rate specified in Section 7 of the Lease Agreement titled "Monthly Rental Installment" to be paid by Tenant over the initial term of the lease and to pay an additional commission in accordance with the provisions set forth below, if the Property, or any portion thereof, is ever leased to Tenant. Half of the commission amount is due and payable from you to CBRE upon lease execution, and the second half is due and payable from you to CBRE upon Lease Agreement and rent Commencement.

If the lease contemplated by this Agreement contains an express and described option(s) to add a specified period(s) of time to the initial term of the lease then you will pay a leasing commission of **1.375** percent (**1.375%**) of the Rental Rate per Section 7 of the Lease Agreement titled "Monthly Rental Installment" agreed to be paid by Tenant if the additional specified renewal option(s) are exercised by the parties to the Lease Agreement. The commission will be earned and payable at the time the additional option term(s) commence. No commission shall be paid upon any space in a subsequently leased addition to the original square footage or footprint of the initial Lease Agreement, nor shall any additional commission be paid on any lease holdover period the Tenant remains in the leased premises beyond the initial term or any renewal option period(s) of time specified in the Lease Agreement, nor shall any holdover language of any Lease Agreement be interpreted as an option for additional period of time specified in the Lease Agreement.

4. If you intend to sell, transfer or otherwise dispose of your interest in the Property while this Agreement is in effect, you agree to notify us in writing (including the name and address of the escrow or closing agent, if any) at least ten (10) days before that transaction closes. You agree to remain responsible for payment of commissions earned by us (or that may accrue in the future under this Agreement) unless the person or entity to whom you transfer the Property assumes your obligations in writing in a form reasonably acceptable to us. Earned but unpaid commissions will be automatically accelerated and paid at the closing of such transfer regardless of any other

installment payment timetable previously agreed upon. This Agreement is an irrevocable instruction to the escrow or closing agent to pay commissions owed to us from deposited funds at closing, unless you or CBRE have entered into a satisfactory written agreement with the transferee to assume the obligation.

5. You agree to disclose to us and allow us to disclose to Tenant everything you know (after reasonable inquiry by you) regarding present and future property issues including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters affecting the Property and/or the Property's condition.
6. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.
7. To the extent legally permissible, we are authorized to deduct our commissions from any security deposits or rental payments made by Tenant in connection with a transaction contemplated by this Agreement. You hereby irrevocably assign those deposits and rental payments to CBRE to the extent necessary to pay us our commissions. In the event you fail to pay us our commissions within ten (10) days after they are due, we are authorized to provide a copy of this Agreement to the Tenant of the subject lease, and that Tenant is hereby irrevocably instructed by you to pay our commissions from any deposits or rental payments. You will credit such Tenant for any payments made to us pursuant to this paragraph against any payments due under their lease. Further, you waive any claim, action or right, whether at law or in equity, against the Tenant arising or resulting from their payments to us pursuant to this paragraph in lieu of any payments to be paid by the Tenant to you under their lease.
8. In the event that either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs so incurred from the non-prevailing party. **EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS AGREEMENT.**
9. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, we both acknowledge that: (a) it is illegal to refuse to display, lease or sell to or from any person because of one's membership in a protected class, *e.g.*: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
10. This Agreement is our entire agreement and supersedes all prior understandings between us regarding this engagement and is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of our lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. We each agree that we have both participated in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

We look forward to working with you on this transaction.

Very truly yours,

CBRE, Inc.
Licensed Real Estate Broker

By: _____
Steve Kulinski

AGREED:
COMPANY NAME**

By: _____
Name: _____
Title: _____

DRAFT