

Special Buildout and Other Specifications	Turnkey buildout in accordance and in conjunction with Schedule 1, 2, 3 & 4 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 Schedule 2: Space Needs Analysis Schedule 3: DHS & DCS Concept Plans and Transaction window Schedule 4: Lease Commission Agreement All State leased offices are required to obtain State Fire Marshall approval or waiver which is the Lessor's Duty to Obtain and Furnish to the State.	No
Term Length	Seven (7) years with one, 3-year renewal option	Yes
Commencement Date	Within 18 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.tnpr.gov . Any 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 through. However, MODIFIED GROSS basis may be proposed with Tenant responsible for payment of utilities and/or 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 CST on Friday, September 18, 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)

Printed copy to:

Department of General Services/STREAM

Attn: Stephen J. Lusk, Esq., Assistant Director of Compliance

William R. Snodgrass Tennessee Tower, 24th floor

312 Rosa L. Parks Avenue

Nashville, TN 37243

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.tnlpr.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

DCS Special build-out requirements:

- Public restrooms to be equipped with baby changing station.
- Visitation room, viewing room, and enclave doors shall have passage hardware.
- Large conference room doors shall have keyed locks.
- Drug testing room door shall have locking hardware with “emergency lock-out” feature, that allows employees to gain access to a room when a client may have locked themselves inside, whether accidentally or intentionally. Does not apply to secure rooms such as hard wall offices, file and storage rooms, or large meeting rooms.
- Doors leading to staff space shall be secured with card reader and electric strike. Landlord responsible to bring power to the door, state contractor to provide technology
- Drug test room shall have lockable wall or base mounted cabinet to secure supplies
- Visitation rooms should have an adjacent viewing room with one way viewing window

Schedule 2

Space Needs Analysis Report

SNA Number: 35910-43-01

Agency: Children's Services

County: HUMPHREYS City: Waverly

Employees: 13

SNA Date: 02-28-2020

Prepared By: FMG

Checked By:

Area Needed: 2,316

Major Circulation: 50% 1,158

Total Net Usable Needed: 3,474

SNA Note: AWS project. Report completed with information supplied and approved by Rachel. 3

Space Type	Standard Description	Wall	Area	Count	Memo
P	79186 Case Manager	None	0	7	Case Manager 1, 2, and 3 positions. Mobile. Space included in Free Address area. Positions will use Free Address area when in office.
P	00000 Case Manager 4	0	49	1	
P	00000 Court Liaison	None	0	1	Mobile. Space included in Free Address area. Position will use Free Address area when in office.
P	00000 CQJ	None	0	1	Mobile. Space included in Free Address area. Position will use Free Address area when in office.
P	00000 Facilitators Team	None	0	1	Mobile. Space included in Free Address area. Position will use Free Address area when in office.
P	00000 Resource Parent Support	0	49	1	
P	02942 Secretary	0	49	1	Front desk receptionist.
S	BR Break Room	H	120	1	With base cabinets, wall cabinets, countertop and sink.
S	CSR Childrens Storage Room	H	120	1	
S	CR Conference Room	H	325	1	Seating for 20.
S	DTR Drug Testing Room	H	80	1	With water closet, countertop and sink.
S	E Enclave	H	120	1	
S	FMA Fax Machine Area	0	5	1	
S	FA File Area	0	168	1	Includes space for 21 - Lateral File Cabinets that will be located in wide hallways. Used by Free Address staff.
S	FSR File/Storage Room	H	194	1	
S	FAH Free Address Hoteling	0	30	8	
S	FAH Free Address Hoteling	0	49	1	
S	MA Mail Area	0	16	1	
S	MFP Multi-Function Printer	0	50	1	
S	MPR Multi-Purpose Room	H	120	1	

Space Type	Standard Description		Wall	Area	Count	Memo
S	PL	Personal Lockers	0	32	1	Space for 2 - Locker Units. Each unit will contain 6 individual lockers. Centrally located where needed. For use by free address staff.
S	RB	Recycle Bin	0	6	1	
S	SB	Shredder Bin	0	6	1	
S	SR	Supply Room	H	80	1	
S	TC	Telecom. Closet	H	48	1	For telephone and computer equipment. Room must be temperature controlled.
S	VR	Viewing Room	H	70	1	With one-way glass window and mini-blinds for viewing into visitation room.
S	VR	Visitation Room	H	120	1	
S	WR	Waiting Room	H	200	1	Seating for 10. With transaction countertop and pass-through window to secretary. Will need direct access to one - unisex single stall client restroom. Client and staff restrooms will be separate and will not share the same plumbing wall.

Suggested Range:	Min.	Max.
Usable:	3,500	3,900
Rentable:	3,900	4,300

Space Needs Analysis Report

SNA Number: 34501-43-01

Agency: Human Services

County: HUMPHREYS City: Waverly

Employees: 9

SNA Date: 06-04-2020

Prepared By: FMG

Checked By:

Area Needed: 1,963

Major Circulation: 50% 982

Total Net Usable Needed: 2,945

SNA Note: AWS project. Report completed per information approved and supplied by Rachel. 2

<i>Space Type</i>	<i>Standard Description</i>	<i>Wall</i>	<i>Area</i>	<i>Count</i>	<i>Memo</i>
P	00000 Client Rep.	None	0	1	Mobile. Space provided in Free Address area. Position will use Free Address area when working at this location.
P	00000 Eligibility Assistant	0	60	2	
P	79622 Eligibility Counselor	0	49	2	
P	79824 Field Manager Director	None	0	1	Mobile. Space provided in Free Address area. Position will use Free Address Office when working from this location.
P	79681 Field Supervisor	0	49	1	
P	00000 Field Supervisor	None	0	1	Mobile. Space provided in Free Address area. Position will use Free Address area when working at this location.
P	00000 VR Counselor	None	0	1	Mobile. Space provided in Free Address area. Position will use Free Address area when working at this location.
S	BR Break Room	H	120	1	With base and wall cabinets, countertop with sink.
S	CR Conference Room	H	325	1	Seating for 20.
S	E Enclave	H	120	2	
S	FAH Free Address Hoteling	0	49	2	
S	FAL Free Address Lockers	0	16	1	Space for 1 - locker unit. Each unit contains 6 - lockers per unit. Used by free address staff.
S	FAO Free Address Office	H	120	1	
S	MA Mail Area	0	36	1	
S	MFP Multi-Function Printer	0	50	1	
S	OCA Open Collaborative Area	0	85	1	
S	PSB Paper Shredder Bin	0	6	1	
S	RB Recycle Bin	0	6	1	

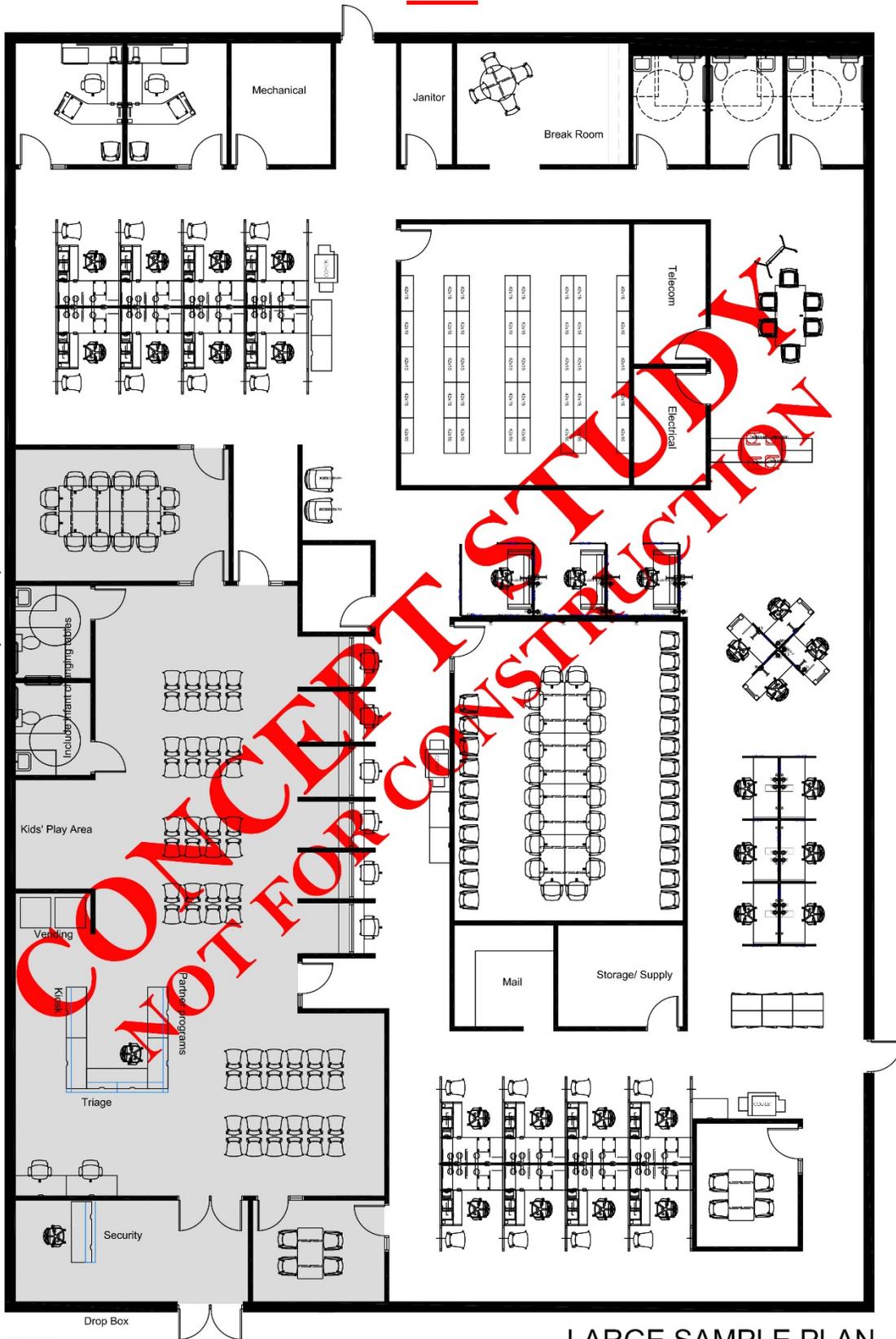
Space Type	Standard Description	Wall	Area	Count	Memo
S	SS Supplemental Space	0	56	1	Space for 7 - Lateral File Cabinets. Located in wide hallways.
S	SR Supply Room	H	80	1	
S	TC Telephone Closet	H	48	1	For telephone and computer equipment. Room must be temperature controlled.
S	WR Waiting Room	H	410	1	Space for 14 chairs, Security check-in (80 sq.ft.) and Public computer (50 sq.ft.) areas. With transaction countertops and pass-thru windows to Secretaries. Will require direct access to client restroom.

Suggested Range:	Min.	Max.
Usable:	3,000	3,300
Rentable:	3,300	3,600

Schedule 3
DCS

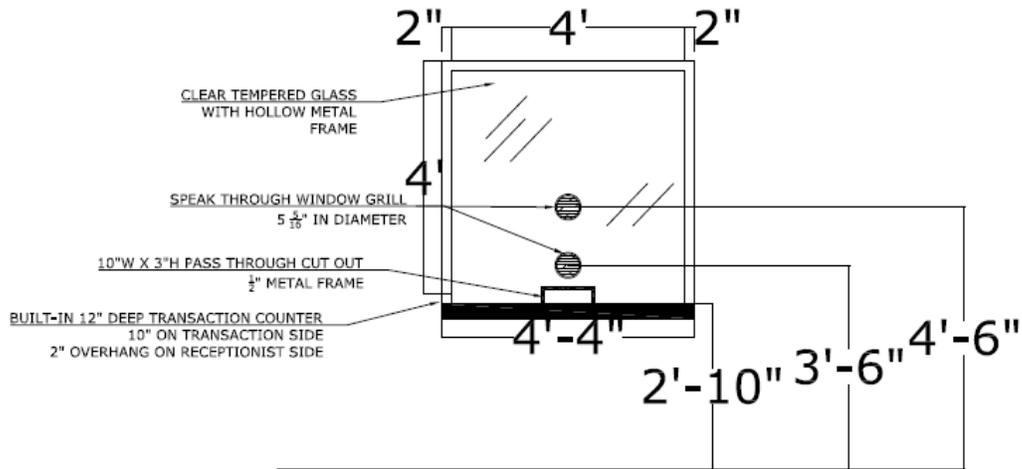


Provide infrastructure for wall-mounted televisions in public space



LARGE SAMPLE PLAN

- Zone 1
- Zone 2



A RECEPTION WINDOW TYP.
SCALE: 1/2"=1'0"

DESIGNER:
EMAIL:
CELL:
REV 1 YRMGDAY
ISSUED YRMGDAY
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 Records 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 4

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: _____