

**LEASING PROPOSAL REQUEST**

<b>Agency, Office Name</b>	Department of Correction
<b>Principal Use Office/Warehouse/Other</b>	Office
<b>Employee Headcount at Premises</b>	26
<b>Transaction Number</b>	21-06-903

	<b>Desired</b>	<b>Alternates Accepted</b>
<b>Service Area and Boundary Requirements</b>	<p>Located within Davidson County, TN.</p> <p>As this office provides services to the public, the preferred location <b>MUST</b> have access to the bus line/local transit system, within reasonable walking distance to subject location. It should be readily observable and accessible from a public road, which includes ease of access and identifiable exterior signage.</p>	<b>NO</b>
<b>Usable &amp; Rentable Contiguous Square Footage</b>	<p><b><u>16,700 – 18,400 USF*</u></b> <b><u>18,400 – 21,100 RSF</u></b></p> <p>*Usable square footage does not include restrooms, mechanical rooms, janitorial closets, telecom closets or vestibules.</p> <p>The State intends “contiguous” to mean space that is adjacent space on ground floor. The actual square footage will be determined by programming and space planning.</p> <p>Proposals with square footages having a 10% deviation (up or down) will be considered an alternate, however, the deviation on useable square footage must not fall below the minimum useable square footage range.</p>	Yes
	<p>Free, paved, well lit, striped parking for approximately <b>75</b> parking spaces.</p> <p>Preference that <b>25</b> of the spaces for staff are separate from the remaining 50 client parking.</p> <p>Preference may be given to locations that can provide additional parking spaces; however, fewer spaces will be given consideration. The parking provided shall include handicap parking to meet the relevant code and zoning requirements.</p>	

<b>Special Buildout and Other Specifications</b>	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. <b>Schedule 1:</b> Special Build-out Requirements <b>Schedule 2:</b> Space Needs Analysis <b>Schedule 3:</b> Concept floorplan and Window Templates specifications <b>Schedule 4:</b> Lease Commission Agreement <b>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.</b>	No
<b>Term Length</b>	10 Years with three, 1-year renewal options	Yes
<b>Commencement Date</b>	Commencement estimated to be within 18 months of lease execution, pursuant to Pro Forma Lease, Sections 19 & 20.	Yes
<b>Termination Options</b>	Termination for Convenience: 90 day per Block 6 of the Lease Termination for Cause: see Lease – Exhibit A, Paragraph 5.	Yes
<b>Terms and Conditions</b>	As set forth in Pro Forma Lease. A copy of the Pro Forma Lease form can be found by visiting: <a href="http://www.tnopr.gov">www.tnopr.gov</a> <b>Comments to the Lease Template are required with submission of the Lease Proposal Quotation Form.</b>	Yes
<b>Utility, Services and Other Costs</b>	Proposals can be quoted as either FULL SERVICE with no pass throughs or MODIFIED GROSS basis with Tenant responsible for payment of utilities and janitorial only.	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: Stacey Nelson  
Phone Number: 615-917-2890  
Email: [RFP.Coordinator@tn.gov](mailto:RFP.Coordinator@tn.gov)

Or to the Broker:  
Alexandra Murray  
Phone Number: 615-493-9236  
Email: [Alexandra.murray@cbre.com](mailto:Alexandra.murray@cbre.com)

**Submittal Deadline and Format:**

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

**No later than 3:00 PM CST on Thursday, September 15, 2022:**

Submittals **must** be received via:

Email: [rfp.coordinator@tn.gov](mailto: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:  
Stephen J. Lusk, Esq., Executive Director of Compliance  
William R. Snodgrass Tennessee Tower, 24<sup>th</sup> 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](http://www.tnlpr.gov).

**Disclaimer of Subjectivity:**

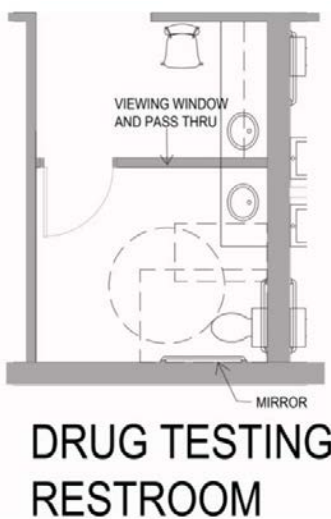
Proposers should understand and accept that by responding to this solicitation they are willingly participating in a process that may consist of some degree of subjectivity. Proposers should be aware that the proposal determined to best meet the needs of the State may not necessarily be the lowest cost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

# SCHEDULE 1: TDOC Special Buildout Specifications

Facility should have separate public and staff restrooms; they will NOT share the same plumbing wall. Building should have separate staff and client entrance/exits.

Reception workstation is to have an electronic buzzer to release secure door nearest the station.

Drug Screen Prep Room/Pre-Testing Room: The drug testing prep room will have a solid surface countertop with sink and under counter, lockable casework, a space for an undercounter refrigerator to store the specimen (agency expense) with a dedicated 20-amp duplex receptacle in the prep room outside of actual restroom. The drug testing room will have a countertop and specimen pass through door. There will be a Viewing window with a speaker hole for communication (two-way tinted window if two drug testing rooms are placed "in a line of site"). See images below:



## General TDOC Specific Build-out Requirements

- A. Security Zone Concepts** -Leased space should be designed to establish a minimum of three levels of security to protect staff and secure records within the lease areas.
1. The first interior zone, Zone 1, should surround the Waiting Room and the visitor restrooms. Walls surrounding this zone should extend to the roof or ceiling deck.
  2. The second zone, Zone 2, should surround areas where staff generally interact with visitors; the Interview rooms, Drug Testing, Client Breakroom, Classrooms and Training rooms.
  3. Zone 3 will make up the remaining leased space, mostly general staff work areas.
  4. Doors between Zones 2 and 3 will require badge card readers or punch code locks for access. (agency expense)
- B. Parking:**
1. Officer/staff parking lot: preference is for this separate lot to be located adjacent to a side or rear staff entrance. One building exit should be directly adjacent to a staff parking lot to facilitate removal of an offender in a non-public setting.
  2. The agency prefers for visitor/offender parking layout to include two access/enter points, if possible.
  3. Provide adequate lighting in all parking areas
- C. General Building Design:**
1. Exterior walls should be masonry or brick veneer construction and should not include typical "storefront" window-wall assemblies.
  2. Provide exterior lighting at all building entry/exit doors and area lighting for all parking & pedestrian areas.

3. The building entrance door(s) and customer waiting area should be fully visible to the receptionist.
4. Front door(s) to the Waiting Room should be full glass doors. Front door entry shall include a vestibule design with doors not providing a direct view into the building.
5. Interior door(s) of Waiting Room vestibule should also be full glass.
6. No corridor to the back of the building should be directly in line with the front door.
7. Design space (windows, sidelights, etc.) so that staff can monitor ingress/egress for either the front or back of the building.
8. Smoking is not permitted in leased facilities. However, the Lessor must provide a designated smoking area no closer than 50 feet to any lease entrance.

**D. Building Exterior Signage:**

1. Road/frontage signage shall be provided if space is not visual from main frontage road.

**E. Exterior Windows:**

1. Exterior office windows should generally be 5-feet above the floor to prevent straight look into the interior staff spaces. TDOC may accept window tinting in existing spaces. Provide window treatment/blinds for all exterior windows, preferably metal blinds, furnished at Landlords expense.

**F. Key Pad Entry System:**

1. Hardware including electric strikes and magnetic locks if required to be provided by Landlord.
2. The following rooms should be accessed by punch code locks installed at Agency expense: all side/rear employee entry doors, Conference Rooms, File Rooms, Telecommunications Room and other rooms as requested. Interior entry/exit access doors between 'Security Zones' will require keypad access at Agency expense.

**G. Waiting Room/Lobby (Secure Zone 1):**

1. Design waiting areas so that receptionist can easily watch the waiting area, Client Window(s), and entrance doors at all times.
2. Provide electrical release for door from waiting area to staff area, controlled by receptionist. Provide motion detector/request for release button on the staff side of door.
3. The visitor restrooms should be located in the Waiting Room. Provide both male and female visitor restrooms.
4. Staff restrooms should not be located in the same area as client restrooms, and preferably not on the same plumbing wall.
5. Provide drinking fountain in waiting area and separate drinking fountain for staff located in staff work area.
6. Provide wall blocking and power and data outlet for TDOC-provided TV.

**H. Conference, Training and Programming Rooms:**

1. Conference rooms need to have power/data outlets in ceiling (for ceiling-mounted projection equipment).

**I. Drug Testing Rooms (Secure Zone 2):**

1. Solid surface counter tops.
2. Door should swing out of the room, if possible.
3. High-ceiling mirror above toilet installed by lessor
4. Cased opening specimen pass-thru to drug test viewing room
5. Include space and dedicated outlet for under-counter refrigerator (provided by TDOC).

**J. Staff Break Room:**

1. Provide wall blocking and power and data outlet for TDOC-provided TV. Coordinate with tenant for location.

**K. File Rooms:**

1. Electrical outlets in file areas with standard 5-drawer filing cabinets shall be set at 60-inches AFF.

**M. Building Maintenance (If providing Janitorial Services):**

1. Janitorial services shall not be allowed within leased areas unless TDOC staff is available or approved otherwise by TDOC staff.
2. Cleaning products need to be low in Volatile Organic Compound and moderately acidic or alkaline.

3. Janitorial services need to inspect building walls, and systems and ventilation ductwork, monthly, to confirm no freestanding water, mold, or mildew is present.

**N. Building Evacuation Plans:**

1. Provide drawings showing only walls and room names. These drawings will be used for start-up planning and fire evacuation diagrams by TDOC.
2. Include room and door numbers.

## Schedule 2

### Space Needs Analysis Report

SNA Number: 32901-19-13

Agency: Correction

County: DAVIDSON City: Nashville

Employees: 26

SNA Date: 12-09-2021

Prepared By: FMG

Checked By:

Area Needed: 11,125  
 Major Circulation: 50% 5,563  
 Total Net Usable Needed: 16,688

SNA Note: Day Reporting & Community Resource Center. Please refer to agency memo dated 11/10/2021 for additional specific room information.

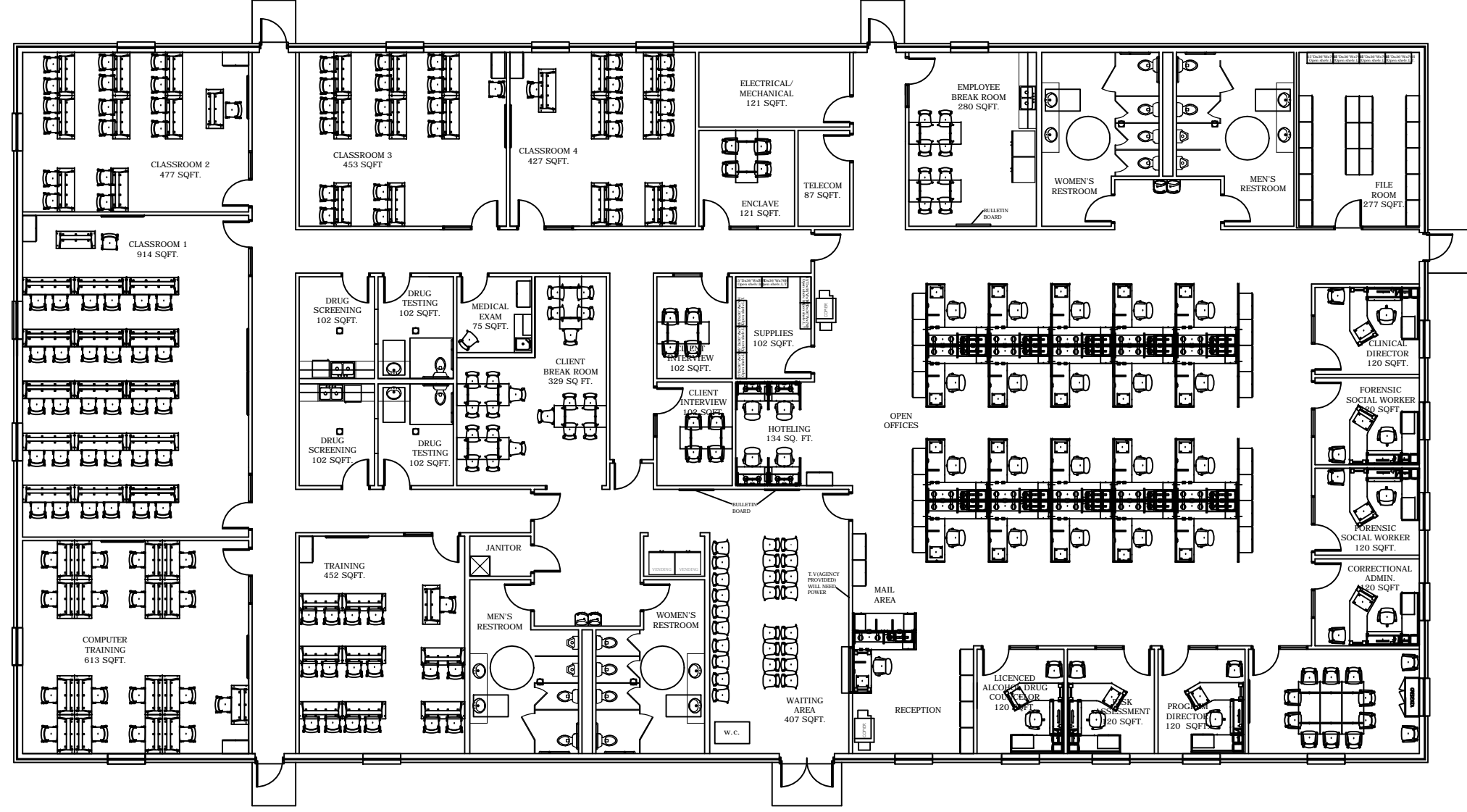
Space Type	Standard Description	Wall	Area	Count	Memo
P	00000 Alcohol Drug Counselor	H	120	1	
P	73162 ASA 2	None	0	1	Space included in Reception Cubical.
P	00000 Clinical Director	H	120	1	
P	78132 Correction Counselor 2	0	49	8	
P	78133 Correction Counselor 3	0	49	5	
P	73510 Correctional Administrator	H	120	1	
P	79661 Forensic Social Worker	H	120	2	
P	00000 GEO	0	49	2	
P	78143 P/P Officer 3	0	49	2	
P	73633 Program Director	H	120	1	
P	00000 Psych. Tech.	0	49	1	
P	00000 Risk Assessment/Quality Assur.	H	120	1	
S	CR Class Room 1, 2 & 3	H	900	3	Table based training for 30 students in each room.
S	CR4 Class Room 4	H	500	1	Table based training for 20 students.
S	CBR Client Break Room	H	180	1	
S	CIR Client Interview Room	H	100	5	
S	CTR Computer Training Room	H	600	1	
S	CR Conference Room	H	675	1	
S	DTPR Drug Testing Prep. Room	H	100	2	
S	DTR Drug Testing Room	H	100	2	Each room with watercloset and countertop with sink.
S	EBR Employee Break Room	H	180	1	
S	E Enclave	H	120	4	
S	FSR File Storage Room	H	400	1	
S	FAH Free Address Hoteling	0	49	6	Used by traveling staff, interns and volunteers.
S	MA Mail Area	0	48	1	
S	MES Medical Equipment Storage	H	100	1	
S	MER Medical Exam Room	H	200	1	

<b>Space Type</b>	<b>Standard Description</b>	<b>Wall</b>	<b>Area</b>	<b>Count</b>	<b>Memo</b>
S	MFC Multi-Function Copier	0	50	2	
S	PSB Paper Shredder Bin	0	6	2	
S	RC Reception Cubical	0	100	1	
S	RB Recycle Bin	0	6	2	
S	SER Security Equipment Room	H	48	1	Room for agency supplied building security monitoring and recording equipment.
S	SR Supply Room	H	150	1	
S	TC Telecom. Closet	H	80	1	For telephone and computer equipment. Room must be temperature controlled.
S	TR Training Room	H	900	1	Table based training for 30 students.
S	WR Waiting Room	H	744	1	Also includes space for 50 client lockers. With transaction countertop and pass-thru window to Reception cubical. Waiting room will need direct access to client restrooms. Client and staff restrooms will be separate and will not share the same plumbing wall.

Suggested Range:	Min.	Max.
Usable:	16,700	18,400
Rentable:	18,400	20,100



# Schedule 3



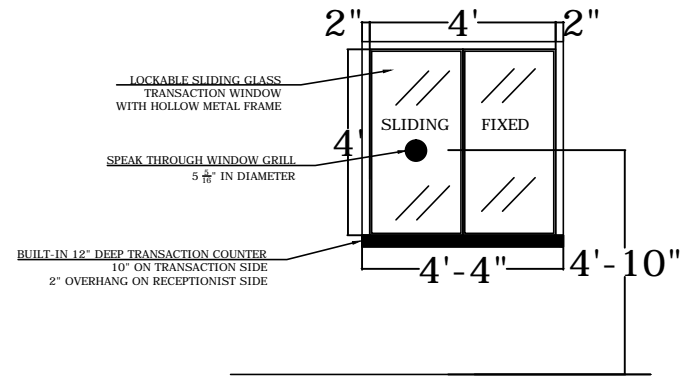
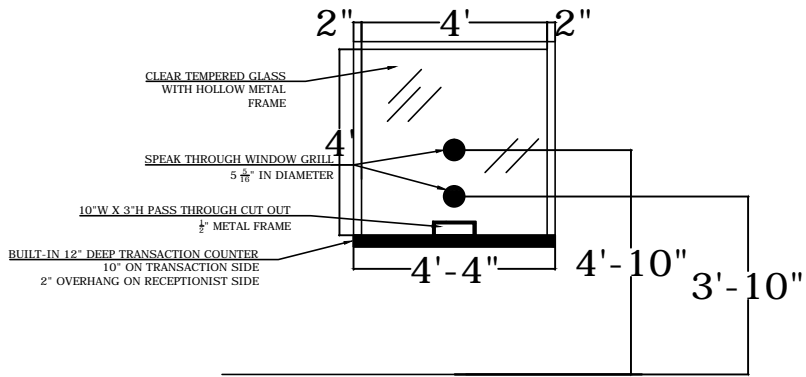
DESIGNER: Latisha Overall  
 EMAIL: [Latisha.Overall@tn.gov](mailto:Latisha.Overall@tn.gov)  
 CELL: (615) 927-1483

PRELIMINARY BLOCK PLAN  
 DOC - WASHINGTON CO. - FRECKLES CT.  
 AGENCY CONTACT INFO: DEBRA HUDSON  
 AGENCY SIGN OFF/DATE:  
 Ann.Baetz

REV 1  
 ISSUED

**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.

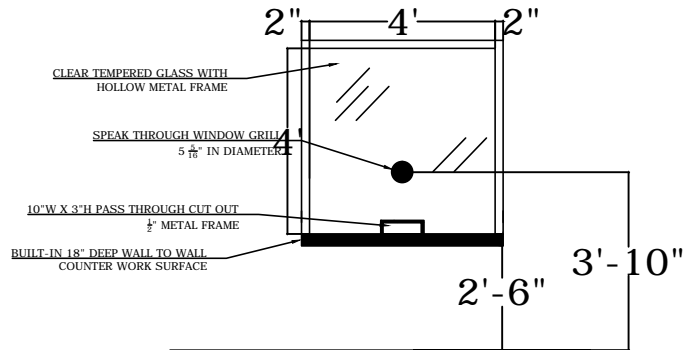
STATE OF TENNESSEE  
 DEPT. OF GENERAL SERVICES  
 STREAM  
 WRS Tennessee Tower, 24th Floor  
 312 Rosa L. Parks Ave



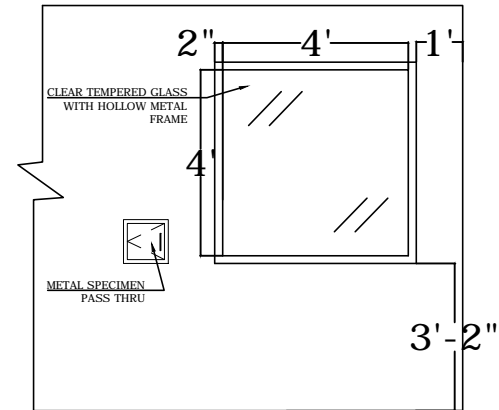
**A** RECEPTION WINDOW TYP.

OR

**A** RECEPTION WINDOW TYP.



**B** CLIENT INTERVIEW WINDOW TYP.



**A** DRUG TESTING/PREP WINDOW TYP.

## 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 incounterparts.

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