

Office Lease Space
RFP Technical Section

Note to RFP writers: The bold and italicized words or paragraphs supply examples, these should be altered, deleted, or expanded to suit the specific space requirements.

After an initial review of alternatives, the *California State University, (Campus)* (University) has selected the *123 Main Street building* as a potential alternative for occupancy our (*enter department or program*). The University would like to evaluate your office project along with several others. Therefore the University is requesting your proposal for such occupancy.

Please be advised that the University maintains model lease agreements consistent with state laws and regulations. Perspective landlords are advised that any agreement resulting from this RFP shall comply with all applicable laws of the State of California including minority, women and disabled veterans business enterprise participation requirements, Fair Employment Practices, Prevailing Wage and Fire Marshall. In addition, it is the express written intent of the University that a lease, when fully executed, shall be the only binding agreement between the parties.

Please submit your written response *before the close of business on (date)*. We encourage you to contact this office with question or comments.

1. Background

Pursuant to California Education Code 89036, the CSU may hire, lease, lease purchase or buy any real property consistent with the mission of the CSU.

2. Definitions

"Usable" and "Rentable" Square Footages are defined as those found in "Standard Method for Measuring Floor Area in Office Buildings". Building Owners & Managers Association International. (BOMA) 1990.

Note to RFP writers: "Usable" square footage measures the actual occupiable area of a floor or an office suite. It is the space required to house personnel and furniture. "Rentable" square footage measures the tenants pro-rata share of the entire office building floor of occupancy. Ref: BOMA. 1990

3. Lease Term and Options

Five (5) years plus one (1) three year option to renew. Please include the establishment of rental rates, notification periods, *and other factors which may effect the renewal options*.

4. Option to Cancel
University will have the option to cancel this Lease without penalty at any time after the **36th month** of the initial lease term. University shall provide Landlord with **one hundred twenty (120) days** advanced written notice of their intent to exercise said option.
5. Lease Commencement
The Lease Commencement Date shall be **April 1, 20__**, or such date as is mutually agreed upon by Landlord and University. University will require access to the Premises thirty (**30**) days in advance of the lease commencement date for installation of telephones, computer systems, and move-in.
6. Purpose of Use
General office use and any other legally permitted uses compatible with a first-class office building.
7. Area
Based upon University's current projections, an initial occupancy of approximately **5,000** usable square feet of **office space** will be required. The proposal should incorporate these numbers on a usable and rentable basis. Please identify the basis upon which Landlord will calculate these square footages on each floor referenced in Landlord's proposal. The rentable square feet shall be determined per a mutually satisfactory floor plan.
8. Location of Space
Please note proposed areas on scaled floor plan to be submitted with the proposal.
9. Operating Expense and Real Estate Tax Escalations
University shall pay its pro-rata share of actual operating expenses as determined during University's first twelve (12) months of occupancy (base year). Said base year expenses will be calculated on a grossed-up basis reflecting variable operating expenses as if the building was ninety-five percent (95%) occupied and as if all systems were off warranty. University is exempt from paying property taxes therefore no pro-rated share of taxes shall be assessed.
10. Protection in the Event of a Sale or Refinancing
If, during the Initial Term, a sale or refinancing of the Building is consummated, and as a result thereof, the Real Property Taxes for the Building increase, University shall not be obligated to pay at any time during the Initial Term, or any extension period thereafter, any portion of the increase in Real Property Taxes associated with such sale or refinancing.
11. Option Expansion Space
University requires approximately 4,000 contiguous usable square feet of Option Expansion Space contiguous with the Premises at the beginning of the eighteenth (18th) month of the Initial Term.

Please state the approximately rentable and usable square footage, location, Base Rental Rates, University Improvement Allowance, Operating Expense and Real Estate Tax base, notification period and “delivery window” for this Option Expansion Space.

12. Base Rental Rate

Please supply base rent on a rentable square foot basis for the initial term and the renewal term for each space proposed.

13. Leasing Concessions

Indicate any free rent and other inducements which you wish to offer.

14. Parking

University will require up to ***fifteen (15)*** parking spaces ***including one (1)*** handicapped stall. Please indicate the parking rate, if any, for both University and University's visitors. Also indicate any inducements offered regarding parking charges and caps on increases in parking charges.

Please provide site plans and indicate the location of reserved parking, unreserved parking, overnight secured parking, delivery area and visitor parking.

15. Space Planning Engineering and Tenant Improvements

Please propose the dollar amount per usable square foot University shall receive for their Tenant Improvements. Said allowance shall be over and above all costs and expenses associated with the construction of the base building core and shell.

The extent of Landlord's core and shell obligation shall be pursuant to an exhibit attached to the Lease. All base building work shall be at Landlord's sole cost and expense.

University shall be permitted to utilize Tenant Improvement allowance provided by the Landlord for all costs related to University improvements, including, but not limited to, fees and services provided by Landlord's space planners/designers, architects, engineers, contractors consultants, and professionals, as well as University's voice and data systems, furniture, and all other related fees, services, and permits. Said allowance shall be for University's exclusive use; however, University shall provide Landlord with appropriate documentation for Landlord's accounting and tax purposes. In the event all of said allowance is not used, University shall receive a credit against base rent equal to said unused amount.

Landlord shall not be entitled to any Tenant Improvement profit, overhead or Tenant improvement coordination fees. Further, University may have the opportunity to competitively bid the project to three (3) mutually acceptable outside contractors.

16. Relocation Expense Allowance

Please state the Relocation Expense Allowance that you wish to propose as a dollar per usable square foot amount.

17. Sublease Rights

University requests the right to sublease all or any portion of the leased premises, or assign all of the leased premises, as the case may be, during the primary lease term, or any renewals thereof, subject to consent of Landlord, such consent not to be unreasonably withheld, will all profits or other consideration, of any, derived therefrom in excess of base rental, plus accrued escalation to accrued to University.

18. Access

University shall have access to the elevator, parking facilities, building and Premises *twenty four (24) hours per day, seven (7) days per week* at no extra cost. Additionally, University shall be allowed access to intermediate wiring closets as necessary.

19. Security Deposit

University will not pay a security deposit.

20. Lease Takeover

Assume the Landlord's proposal is on the basis that there will be no lease takeover requirement.

21. Services & Supplies

Indicate all of the services and attach exhibits for the building such as security, cleaning and after hour access capability to both parking and the office. Landlord shall provide janitorial services, including supplies, befitting a first-class office building during the full term of the lease, after normal office hours, on weekdays, exclusive of University observed legal holidays in accordance with a cleaning in the Lease.

22. Heating, Ventilating Air Conditioning (HVAC)

University requires HVAC Monday through Friday, 7:30 a.m. to 8:00 p.m. and on Saturday, from 9:00 a.m. to 1:00 p.m. Attach Landlord's HVAC specifications, reference after-hour usage charges and the basis upon which additional consumption is calculated (metering, survey, etc.). The type of system and its benefits should also be referenced.

23. Building Fact Sheet

Attach a building fact sheet to include:

- * Legal name of ownership
- * Total number of floors
- * Total usage and rentable square footage
- * Total number of parking spaces
- * Building construction
- * Type of HVAC

- * Number of elevators and floor changes
- * Building contractor
- * Architect
- * Mechanical engineer
- * Completion date
- * Percentage of building leased and occupied
- * Major tenancies

24. **Building Conference Room**

Please advise regarding the current or future availability of a building conference room and its seating capacity and terms of use.

25. **Floor Plan**

Attach an 1/8" "typical" plan as well as floor plan (demising sheet) for each of the floors identified for the University.

26. **Directory Board**

University shall be entitled to *two (2) lines per 1,000* usable square feet of space at no cost.

27. **Non-Disturbance Agreement**

University shall agree that concurrently with the execution of the lease, Landlord will provide University with Non-Disturbance Agreements acceptable to University from any ground lessors, mortgages holders or lien holders of Landlord now in existence.

Landlord shall also agree to provide University with Non-Disturbance Agreements acceptable to University from any ground lessor, mortgage holders or lien holders of Landlord who later come into existence at any time during the Initial term or any extension thereof.

28. **Right of First Refusal**

University shall be granted a right of first refusal for all contiguous space on the adjoining floors during the term of the lease and any renewals thereof and have the right to acquire same at the terms and conditions offered to a bonafide third party prospect with University having thirty (30) days prior written notice to obtain or reject said space.

29. **Consent**

In all cases where consent or approval shall be required of either University or Landlord pursuant to the Lease, the giving of such consent shall not be unreasonably withheld or delayed by the party from whom such consent is required.

30. **Building Brochure/Plan**

Enclose a brochure and other available materials including 1/8" floor plans.

31. Hazardous Waste

Landlord shall warrant that the building does not contain asbestos or any other hazardous materials.

32. Americans With Disabilities Act (ADA)

Landlord hereby acknowledges and agrees to expend all monies necessary to comply with Public Law 101-336, also known as the Americans with Disabilities Act (the "ADA"), including all incorporated statutes, rules and regulations. It is further understood and agreed that Landlord will indemnify and hold University harmless from any and all liabilities arising out of building changes required by the ADA.