

**LEASING PROPOSAL REQUEST**

<b>Agency, Office Name</b>	Tennessee Bureau of Investigation (TBI)
<b>Principal Use Office/Warehouse/Other</b>	Office & Garage
<b>Employee Headcount at Premises</b>	18
<b>Transaction Number</b>	21-04-920

	<b>Desired</b>	<b>Alternates Accepted</b>
<b>Service Area and Boundary Requirements</b>	Within Davidson, Wilson or Rutherford County. Preference to locations near major highways. Must be a stand-alone facility	<b>NO</b>
<b>Parking Requirements</b>	<p><b>40</b> free, paved, lighted &amp; striped spaces requested.</p> <p>The parking provided shall include handicap parking to meet the relevant code requirements.</p> <p>18 of the spaces shall be fenced for secured staff parking in the rear of the building and must be able to accommodate a 26' RV. The fence shall be 8' high with concertina wire and an automatic gate for vehicles (landlord to provide the gooseneck with electrical for a keypad entry) and a pedestrian entrance gate. The fenced area shall have direct access to the staff entrance. This will be an agency expense item. Please price separately from lease rate. Additional, fencing information can be found in <b>Schedules 1 &amp; 2.</b></p>	Yes
<b>Usable &amp; Rentable Contiguous Square Footage</b>	<p align="center"><b>7,300 – 8,000 USF*</b> <b>8,000 – 8,700 RSF</b></p> <p>*Usable square footage does not include restrooms, mechanical rooms, janitor closets, telecom closets or vestibules.*</p> <p>Proposals submitted with a squarefootage with a 10% deviation (up/down) will be considered an "Alternate" 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.</p>	Yes

<b>Special Buildout and Other Specifications</b>	Turnkey buildout in accordance and in conjunction with Schedule 1, 2 & 3 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> Space Needs Analysis Office, Room Use Summary Sheet & Additional Requirements <b>Schedule 2:</b> Transaction window specifications <b>Schedule 3:</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>	Ten (10) years	Yes
<b>Commencement Date</b>	Within 18 months of lease execution or sooner in accordance with Lease, Exhibit A, 19 & 20	Yes
<b>Termination Options</b>	Termination for Convenience: 90 day per Block 6 of 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> . Any comments to the Lease Template are required with submission of the lease Proposal Quotation Form.	No
<b>Utility, Services and Other Costs</b>	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: 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 22, 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

## Space Needs Analysis Report

SNA Number: 34800-19-01

Agency: TBI

County: DAVIDSON City: Nashville

Employees: 18

SNA Date: 07-11-2022

Prepared By: FMG

Checked By:

**Area Needed:** 4,814  
**Major Circulation: 50%** 2,407  
**Total Net Usable Needed:** 7,221

SNA Note: Will be a Clandestine location. No exterior signage required. Refer to Agency documents for more specific details.

Space Type	Standard Description	Wall	Area	Count	Memo
P	38699 ASAC	None	0	1	TBI Assistant Special Agent-In-Charge. In off 25% to 49% of time. Will share office with SAC.
P	38699 ASAC/HIDTA Commander	H	120	1	Assistant Special Agent-In-Charge. In office 50% to 74% of time
P	38396 Intelligence Analyst	0	49	1	
P	38694 SAC	H	120	1	TBI Special Agent-In-Charge. In office 25% to 49% of time. Will share office with ASAC.
P	38692 Special Agent	0	49	4	In office 50% to 74% of time.
P	38692 Task Force Agent	0	49	10	HIDTA. In office 50% to 74% of time.
S	BR Break Room	H	300	1	With base and wall cabinets, countertop with sink.
S	CMA Copy Machine Area	0	50	1	Multi Purpose Machines.
S	ER Evidence Room	H	100	1	See Room Use Summary Sheet
S	FLR Female Locker Room	H	200	1	With Showers, Lockers, Toilets, Sinks. See Room Use Summary Sheet.
S	FC File Cabinets	0	288	1	Space for 18 - Four drawer, Lateral File Cabinets. Centrally Located
S	G Garage	H	1,400	1	See Additional Requirements and Information sheet. Amended 7-11-22
S	IR Interview Room	H	120	2	See Room Use Summary Sheet.
S	MA Mail Area	0	36	1	
S	MLR Male Locker Room	H	200	1	With Showers, Lockers, Toilets, Sinks. See Room Use Summary Sheet.
S	MPR Multi Purpose Room	H	505	1	See Room Use Summary Sheet
S	PSB Paper Shedder Bin	0	6	2	
S	TR Tech. Room	H	60	1	See Room Use Summary Sheet
S	TC Telecom. Closet	H	48	1	For telephone and computer equipment. Room must be temperature controlled.

<b>Space Type</b>	<b>Standard Description</b>		<b>Wall</b>	<b>Area</b>	<b>Count</b>	<b>Memo</b>
S	WR	Waiting Room	None	0	0	Will be a Clandestine location. Room not required by agency. No exterior signage required.
S	WR	Wire Room	H	400	1	See Room Use Summary Sheet

Suggested Range:	Min.	Max.
Usable:	7,300	8,000
Rantable:	8,000	8,700

## Room Use Summary Sheet for Davidson/Rutherford/Wilson County

### HIDTA OVERDOSE DEATH TASK FORCE and WIREROOM

Date: 04.14.21:

Wire Room: Preferred approximately 400 square feet from past experience with large, complex and labor-intensive investigations. Equipment used in this room will include 10 work stations that allow for multiple computers and telephones. The equipment will be computers, monitors, keyboards, and white board paint or boards will need to be around the entire room. Equipment will also include a color printer and 3 – 32" wall mounted monitors. This equipment will take up minimal space based on the configuration. Could have up to 10 people in the room at any given time. Generally speaking, when the wire is being monitored, an agent is listening and entering data in the computer so it does not require large amounts of desk/drawers etc. Lessor to provide electrical power outlets for the computers and monitors. Also provide electrical power outlet for agency supplied wall mounted 65" large screen TV and (3) 48" TV's and design HVAC system to maintain proper temperatures for this room with the door/s closed. Keeping the door closed will be necessary to protect any ongoing investigation.

Kitchenette/Break Room: To accommodate ten (10) staff members at one time.

Training/Conference/Multi-Purpose Room: Space will be utilized for Joint Operational Briefings for multiple agency investigations. Local law enforcement training. It will also be used for staff meetings. Meetings with approximately 30 to 40 people, polygraphs, court preparation for state/federal cases, multiple agency tactical briefings as well as a situation room. Lessor to provide electrical power outlet for agency supplied wall mounted 65" large screen TV and (3) 48" TV's and design HVAC system to maintain proper temperatures for this room with the door/s closed.

Interview Rooms (2): Interview rooms to be separate hard wall spaces with no exterior windows. Agency will install recording equipment for outside monitoring and sound proofing as deemed necessary.

Evidence Room: Walls around this room must go from floor to bottom of roof deck. Secure flush metal door with metal frame will be required for this room. This room will be utilized to house evidence collected in investigations. In most cases it will house evidence as temporary storage until it can be submitted to the lab. In some rare instances it may house evidence for a longer time frame such as being reviewed as part of discovery during trial prep, or evidence that does not need processing at the crime lab. This evidence may consist of physical evidence collected at violent crime scenes, weapons, drugs, cash, etc. All of these items come in various sizes and is not possible to describe a standard dimension. The evidence will be stored on open shelving and in some cases in a locked file cabinet. The largest gun cabinet is 36"x72"x19.25".

Tech Room: This space will be used to store technical investigative equipment. This equipment would include cellphone analytic devices (devices such as Cellebrite used to extract data off of cellphones), body wires and receivers, cameras and other surveillance equipment, portable printers, radio equipment, etc. Basically it involves digital/electronic devices utilized in investigations. These items will be stored in the cases they come in, which is various sizes, and placed on open shelving. This equipment is costly to purchase and needs to be in a room that is secured and not accessible or viewable to visitors in the building.

Male and Female Locker Rooms: T3 Investigations often require long hours, and sometimes double shifts are required due to short staffing and other incidents beyond our control. Also, Special Agents often work hazardous crime scenes, to include methamphetamine and fentanyl labs. Agents need a place to decontaminate after working these events. Agents and TFA's as well can be conducting surveillance or search warrants one minute and be expected to be in court the next, thereby needing place to clean up and change in to court attire.

## Additional Requirements and Information for TBI Davidson County

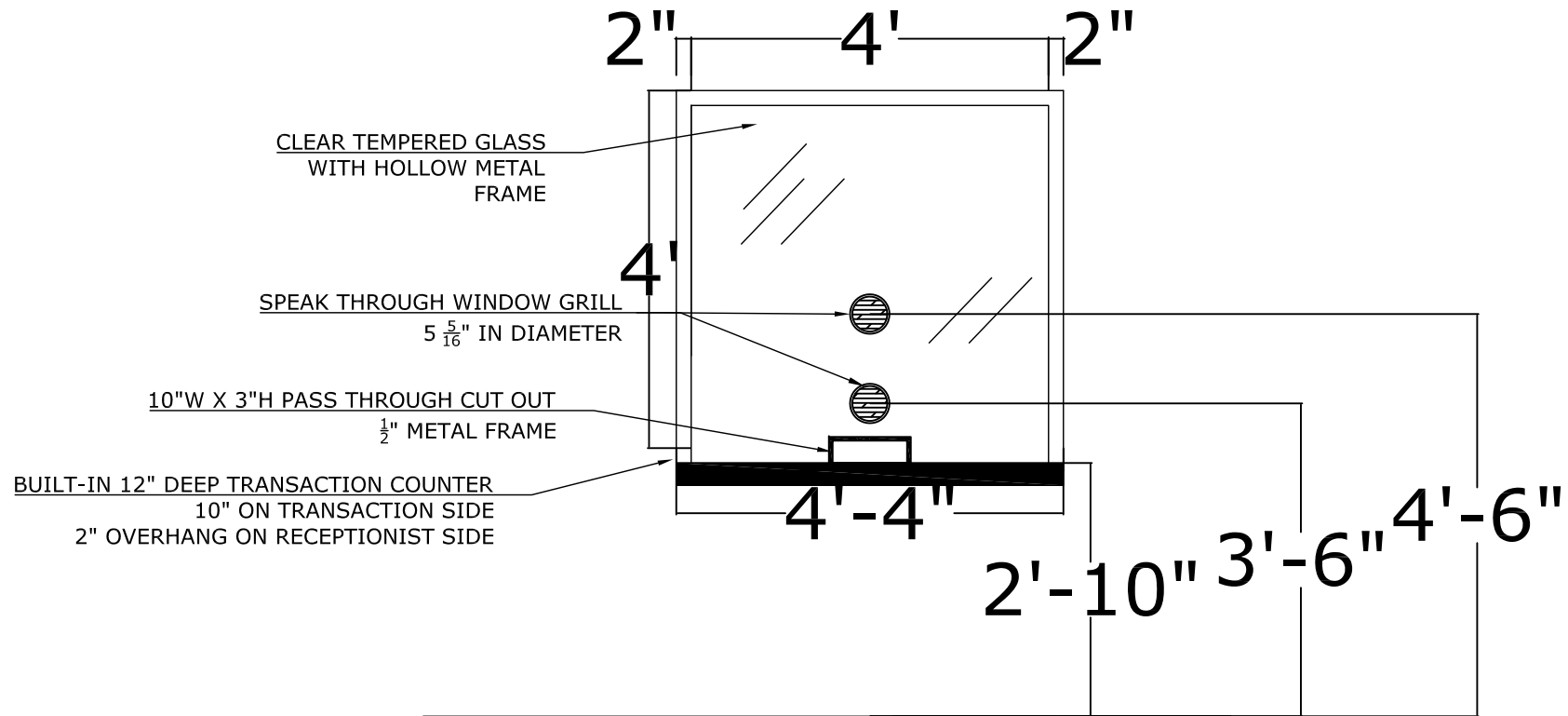
Date: 04.09.21

1. Must have exclusive use of entire site and building being proposed (stand-alone facility). Multi-tenant facilities with shared parking lots will not be acceptable. Preferably indoor warehouse parking where vehicles can be parked inside and hidden from public view to protect the undercover vehicles from being compromised.
2. Paved and striped on-site parking for a minimum of 18 staff and 22 client/guest vehicles will be required for this facility. The parking lot would also at times, in the event of special operations, need to accommodate a 26 ft. RV, which is utilized as a Command Post. Lessor to provide (at agency expense), the parking to be secure, as the fence and gate should be a minimum of 8' tall with concertina wire around the top.
3. All custodial service providers who will be providing janitorial services to this facility must pass a TBI background check before being granted access to the facility. All custodial services must be provided during regular TBI business hours (8:00 a.m. to 4:30 p.m.).
4. Garage: The garage should accommodate up to five (5) ½ ton truck vehicles with a minimum 12' finished ceiling height. Minimum finishes should consist of sealed concrete floor, painted exposed block walls and surface mounted LED light fixtures. Garage will require heat and air conditioning. Lessor to provide (at agency expense) two heavy duty insulated aluminum overhead doors 8' wide with powered door key pad opener attached outside. Lessor to provide 10 110-120 volt duplex outlets. Lessor to provide an exterior service door next to garage doors. This amends Transaction #21-04-920.

### Information

- A. TBI will be installing an off-site monitored building alarm/security system for this facility.
- B. TBI will be installing a programmable card-reader locking system on all exterior doors including some interior doors as needed.

## Schedule 2



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 3

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: \_\_\_\_\_