

LEASING PROPOSAL REQUEST

Agency, Office Name	Tennessee Bureau of Investigation (TBI)
Principal Use Office/Warehouse/Other	Office & Garage
Employee Headcount at Premises	31
Transaction Number	21-04-915 (Garage) & 21-04-916 (Office)

	Desired	Alternates Accepted
Service Area and Boundary Requirements	Within Shelby County. Preference to be East of I-240	NO
Parking Requirements	<p><u>59</u> free, paved, lighted & striped spaces requested.</p> <p>The parking provided shall include handicap parking to meet the relevant code requirements.</p> <p>30-39 of the spaces shall be fenced for secured staff parking in the rear of the building. 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 Schedules 1 & 2.</p>	Yes
Usable & Rentable Contiguous Square Footage	<p align="center"><u>Office:</u> 6,600 – 7,300 USF* 7,300 – 8,000 RSF</p> <p align="center"><u>Garage:</u> 2,800 – 3,100 USF* 3,100 – 3,400 RSF</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

	IMPORTANT: When submitting a proposal please provide the squarefootage and price of the Office portion separate from the Garage portion	
Special Buildout and Other Specifications	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. Schedule 1: Space Needs Analysis Office, Room Use Summary Sheet & Additional Requirements (Office) Schedule 2: Space Needs Analysis Office, Room Use Summary Sheet & Additional Requirements (Garage) Schedule 3: Transaction window specifications 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	Ten (10) years with one, 5-year renewal	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.tn/pr.gov . Any comments to the Lease Template are 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: Stacey Nelson
Phone Number: 615-917-2890
Email: RFP.Coordinator@tn.gov

Or to the Broker:
Alexandra Murray
Phone Number: 615-493-9236
Email: 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, August 4, 2022:

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: Stephen J. Lusk, Esq., Executive 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

Space Needs Analysis Report

SNA Number: 34800-79-01

Agency: TBI

County: SHELBY City: Memphis

Employees: 31

SNA Date: 05-04-2022

Prepared By: FMG

Checked By:

Area Needed: **4,569**

Major Circulation: 50% **2,285**

Total Net Usable Needed: **6,854**

SNA Note: Office Space. Refer to Agency documents for additional information. 2

Space Type	Standard Description	Wall	Area	Count	Memo
P	73121 CID Admin. Assistant	0	49	1	
P	73121 DID Admin. Assistant	0	49	1	
P	38396 Intel Analyst	0	49	1	In office 50% to 74% of time.
P	00000 Intern	0	49	1	In office 25% to 49% of time.
P	77878 Public Information Officer	0	49	1	In office 25% to 49% of time.
P	38692 SA CI CID	0	49	6	
P	38692 SA CI DID	0	49	5	
P	38692 SA CI HT	0	49	1	
P	38692 SA CI MFCU	0	49	6	
P	38694 SAC MFCU	H	144	1	Special Agent in Charge. In office 50% to 74% of time.
P	38699 TBI ASAC	H	120	1	TBI Assistant Special Agent-In-Charge MFCU. In office 50% to 74% of time.
P	38699 TBI ASAC	H	120	1	TBI Assistant Special Agent-In-Charge DID. In office 50% to 74% of time.
P	38699 TBI ASAC	H	120	1	TBI Assistant Special Agent-In-Charge CID. In office 50% to 74% of time.
P	38694 TBI SP AG IC	H	144	1	TBI Special Agent-In-Charge CID. In office 25% to 49% of time.
P	38694 TBI SP AG IC	H	144	1	TBI Special Agent-In-Charge DID. In office 50% to 74% of time.
P	38692 TFO	0	49	2	1 - DID and 1- CID. In office 50% to 74% of time.
S	BR Break Room	H	240	1	With base and wall cabinets, countertop with sink. See Room Use Summary Sheet.
S	CR Communication Room	H	85	1	For telephone and computer equipment. Room must be temperature controlled. See Room Use Summary Sheet.
S	CR Conference Room	H	475	1	Seating for 30. See Room Use Summary Sheet

Space Type	Standard Description		Wall	Area	Count	Memo
S	CER	Conference/Enclave Room	H	120	2	See Room Use Summary Sheet.
S	FSR	File Storage Room	0	240	1	See Room Use Summary Sheet.
S	IR	Interview Room	H	120	2	See Room Use Summary Sheet
S	MFCA	Mail, Fax, Copy Area	0	150	1	
S	PS	Paper Shredder	0	6	1	
S	SR	Supply Room	H	100	1	See Room Use Summary Sheet.
S	TER	Tech. Equipment Room	H	120	1	See Room Use Summary Sheet
S	TES	Temp. Evidence Storage	H	120	1	See Room Use Summary Sheet
S	WR	Waiting Room	H	240	1	Seating for 12. See Room Use Summary Sheet
S	WTR	Wire Tap Room	H	296	1	See Room Use Summary Sheet

Suggested Range:	Min.	Max.
Usable:	6,900	7,600
Rentable:	7,600	8,300

Room Use Summary Sheet for Shelby County TBI

Date: 6-8-2021:

Interview Rooms (2): Interview rooms must be separate hard wall spaces used to conduct interviews of witnesses and suspects during criminal investigations. Agency will install recording equipment for outside monitoring and sound proofing as deemed necessary. One room will be utilized to administer polygraph examination interviews when necessary. Two rooms are necessary for conducting simultaneous interviews of suspects and investigations requiring many interviews to be completed quickly, i.e., officer involved shooting investigations.

Conference/Enclave Room: Spaces are necessary for small or informal meetings that could occur concurrently, group project meetings, and will be utilized as remote evidence receiving locations for the Jackson Crime Laboratory. Spaces will be also utilized to meet with citizens making complaints. Rooms must be accessible from the waiting area without entering secure office spaces. Two rooms may be combined into one bigger room (utilizing a divider when needed).

Waiting Area: Lessor to provide (at agency expense) built-in counter with sliding pass thru drawer and approximately 1” thick bulletproof glass window (to resist .223 caliber) with intercom to Reception staff. Depending on actual building location agency may install bullet-resistant surface mounted panels (at agency expense) on walls around waiting room. Area must accommodate twelve people.

Temporary Evidence Storage: 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. and will be stored in a 36” x 24” x 84” steal cabinet.

Communication 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 building electronic communication equipment, telephones, and to maintain connectivity to agency and State databases.

Wire Tap Room: Equipment used in this room will include seven workstations that allow for multiple computers and telephones. Equipment will also include a color printer, 3 – 32” wall mounted monitors, a mini fridge and microwave. Lessor to provide electrical power outlets for the computers and monitors.

Tech Equipment Room: This room must accommodate three 36” x 18” storage cabinets at 16 Sq. Ft. per cabinet for a total of 48 Sq. Ft. This room must accommodate three 36” x 12” open-shelves (single sided) at 14 Sq. Ft. per shelf for a total of 42 Sq. Ft and must climate-controlled to preserve the longevity of the equipment. This equipment must be in a room that is secure and not accessible or viewable to visitors in the building.

Additional Requirements and Information for TBI Memphis (Shelby County) Field Office

Date 6-8-2021

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. Must have adjacent Garage/Warehouse structure for security proximity.
2. Paved and striped on-site parking for a minimum of 31 staff vehicles and 12 client vehicles will be required for this facility. Entire site must be fenced with gated access. The fence and gate should be a minimum of 6' tall.
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.)

Information

4. TBI will be installing an off-site monitored building alarm/security system for this facility to include intrusion alarm and closed-circuit cameras.
5. TBI will be installing a programmable card-reader locking system on all exterior doors and some interior doors as needed.

Schedule 2

Space Needs Analysis Report

SNA Number: 34800-79-02

Agency: TBI

County: SHELBY City: Memphis

Employees: 0

SNA Date: 06-14-2021

Prepared By: FMG

Checked By:

Area Needed: 2,771

Major Circulation: 0%

Total Net Usable Needed: 2,771

SNA Note: Garage Space. Refer to Agency documents for additional information. Client restrooms will not be required for this space.

Space Type	Standard	Description	Wall	Area	Count	Memo
S	C	Circulation	0	125	1	Circulation for Laundry Room, Showers, Storage Cabinets and Workout Room.
S	G	Garage	H	2,400	1	See Room Use Summary Sheet.
S	LR	Laundry Room	H	55	1	See Room Use Summary Sheet.
S	S	Showers	H	50	2	Attach to staff men and women restroom
S	SC	Storage Cabinet	0	16	1	
S	WR	Workout Room	H	75	1	See Room Use Summary Sheet.

Suggested Range:	Min.	Max.
Usable:	2,800	3,100
Rentable:	3,100	3,400

Room Use Summary Sheet for Shelby County TBI (Garage)

Date 06-08-21

Garage/Warehouse Space: Approximately 2400 Sq. Ft. minimum three-bay garage. Minimum 14' ceiling height. Garage will require heat. Garage will require one 20' by 12' and three 12' by 12' overhead aluminum garage doors. Garage doors must have automatic openers installed but remote operation is not required. Openers must be located inside the structure. Garage must also have two exterior service doors. Agency will have a Command Post RV (36' L x 8 W' x 12' H) that must be able to park inside the garage. Space will used to secure undercover vehicles and other equipment used to conduct covert operations; will also house an evidence drying cabinet and other crime scene equipment; and will be used to temporarily store bulk evidence such as documents and vehicles.

Showers (Men and Women): Showers are necessary for decontamination after working crime scenes and after work-outs.

Restroom: At least one unisex restroom is required for this space.

Work-out Room: Necessary to maintain physical fitness for agents conducting high risk arrests and other enforcement operations. Space must accommodate two agents at a time on one universal work-out machine.

Laundry Room: Necessary to decontaminate clothing after working crime scenes. Space must accommodate a standard household washer and dryer with venting to the exterior.

Note: Garage space only requires heating; other spaces must be fully climate controlled.

Additional Requirements and Information for TBI Memphis (Shelby County)

Garage

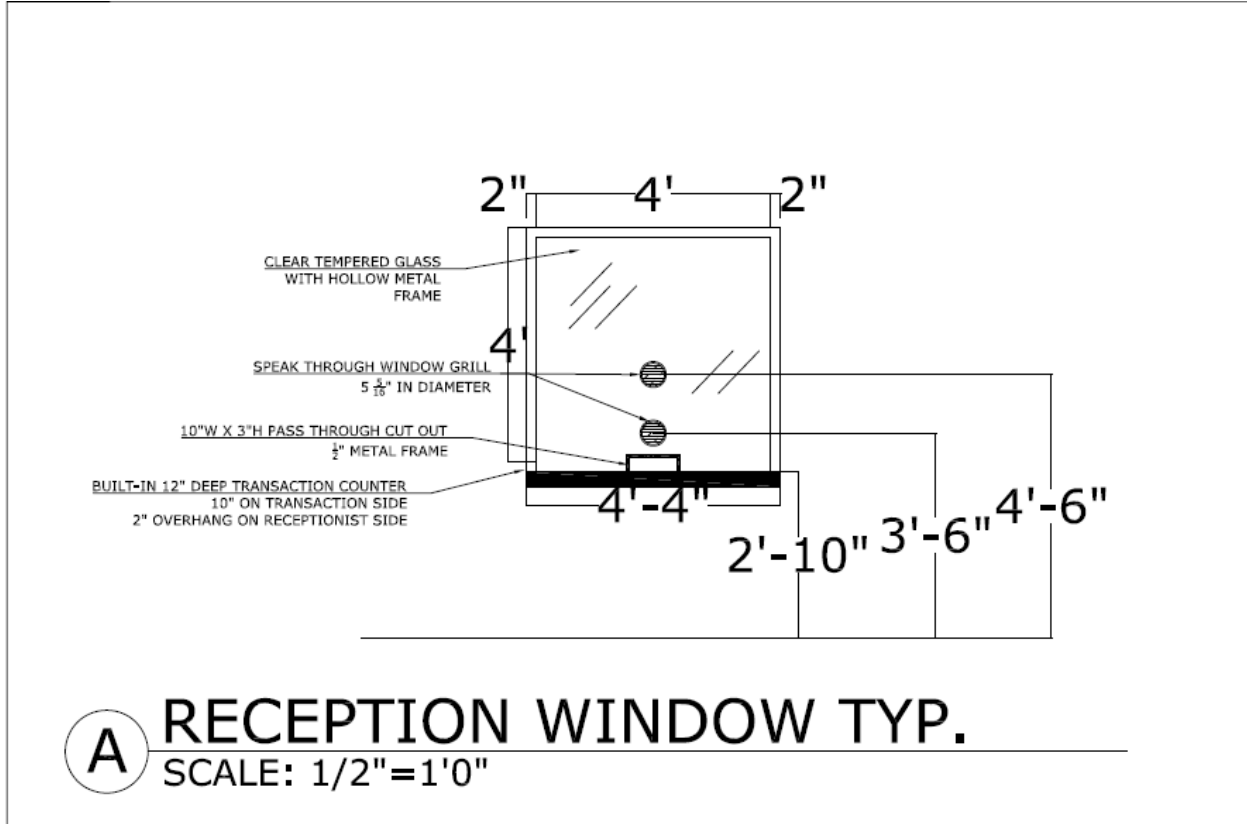
Date 6-8-21

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. Must have adjacent Office structure for security proximately.
2. Lessor will provide an exterior service door to garage.
3. Paved and striped on-site parking for 6 agency pool vehicles and 10 seized vehicles will be required for this facility. Entire site must be fenced with gated access. The fence and gate should be a minimum of 6' tall.
4. 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.)

Information

5. TBI will be installing an off-site monitored building alarm/security system for this facility.
6. TBI will be installing a programmable card-reader locking system on all exterior doors (except overhead door) including some interior doors as needed.

Schedule 3



DESIGNER:
EMAIL:
CELL:
REV 1 YRMGDAY
BSLEED YRMGDAY
Tennessee

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 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: _____
Frank Quinn

AGREED:
COMPANY NAME**

By: _____
Name: _____
Title: _____