

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
QUOTE SUBMITTAL PACKAGE 700:1183
FOR ADMINISTRATIVE OFFICE SPACE
WEST PALM BEACH

The Department of Corrections, Office of Probation & Parole Field Services, will be accepting quote submittals for lease space in an existing building to be utilized as an Administrative Office in **West Palm Beach (Palm Beach County), Florida**. Space offered must be within, or abutting boundaries shown on the map, (**Attachment B**). If space is outside the boundaries, the Department **may** still consider the proposal.

The Department of Corrections has authorized **CBRE, Inc.** (Tenant Broker Representative) to be its exclusive representative during this solicitation for space. Questions and matters related to this lease space requirement and the Quote Submittal Package solicitation must be addressed to the Departments' authorized broker identified below:

David Hulsey, Licensed Real Estate Broker
CBRE, Inc.
Cell Phone: (850) 545-4990 / Email: david@tbsfl.com

All Offers under this Quote Submittal will be received by the Department's Issuing Officer at the address below until **9:45 AM, EST on August 30, 2017**. Submissions must include **the original reply, four hard copies and two electronic copies (on CD-ROMs or thumb drives in PDF format)** in a sealed envelope (or other suitable package) with "**QSP-Lease Number 700:1183**" clearly marked on outside sealed envelope. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

The Florida Department of Corrections
Division of Facilities Management & Building Construction - Leasing Section
Attention: Fran Rowls, Issuing Officer
501 S. Calhoun Street
Tallahassee, Florida 32399-2500
Phone: (850) 717-3703
Email: fran.rowls@fdc.myflorida.com

Note that Offers which are late, unsealed, missing, emailed or faxed and Offers which are deemed by the Agency (in the Agency's sole discretion), to be substantially incomplete, inaccurate, vague, or illegible will not be considered. Once received, all Offers and attachments shall become the property of the State of Florida exclusively and will not be returned.

Offers under this Quote Submittal will be opened by the Department's Issuing Office at the above address at **10:00 AM, EST on August 30, 2017**.

Submission of Multiple Offers

If an Offeror has more than one site to be offered under this QSP, he/she may submit a complete Quote Submittal Package for each site in a separate sealed envelope. All terms and conditions required by this QSP are applicable for each offer.

It is the responsibility of interested individuals to check the VBS for updates and postings under this Quote Submittal Package.

A. Description and Measurement of Proposed Space

The Agency is seeking a **minimum of 4,475 not to exceed 4,947 s.f. (maximum) square feet of net rentable space**. Each Offer must specify the total net rentable square feet of space which is offered and the address of the proposed space. The total of net rentable square feet offered must be within the minimum/maximum range stated herein.

1. **Specify the total net rentable square feet offered in the Proposed Space** (within the acceptable range of **4,475 (minimum) up to 4,947 (maximum)**)_SF: _____
(Net Rentable SF Offered)

2. **Specify the Location Address of proposed space:**

Name of Building

Floor of Building

Suite / Rooms (if applicable)

Street Address

City and Zip Code

The Offeror/Lessor shall be responsible for build-out and clean up and shall provide the Agency with a clean, ready to operate space.

B. Type of Space Required

The offered space must be an existing building in order to be considered. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place at the time of the submittal of the Reply.

Total square footage proposed must be on a single floor with contiguous access within the proposed space.

C. Lease Commencement Date

The Proposed Space is to be made available on **November 1, 2017**. Should the successful Offeror fail to make the space available by the date specified in the Proposal, the amount of **\$500** will be charged for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than **60 days**, the Agency shall have the right to terminate the lease.

The space is to be completed and made available for pre-occupancy on **October 18, 2017** (10 business days prior to the **November 1, 2017** effective date, at no charge to the Department, in order for the Department to move office equipment/furniture/services into the premises and to operate in the premises.

_____ **Yes** _____ **No**

D. Term and Renewal Options

The term of this requirement will be seven (7) years from occupancy with two (2) five (5) year renewal options. Indicate below that you will be able to provide the State with this term.

_____ **Yes** _____ **No**

E. Permitted use Zoning

Offerors shall submit a letter from the local zoning jurisdiction which verifies the offered space meets all zoning requirements, regulations, ordinances, and local and state zoning laws for the specific intended use as an **Department of Corrections' Administrative Office.**

The letter must be on business letterhead of the Zoning Department of the applicable jurisdiction, specify intended use as an Administrative Office, identify the physical address of the proposed space and the signature of an authorized officer of the Zoning Department. This zoning verification is required to be submitted with the Offer.

F. Control of Property

Replies must completely and accurately respond to all requested information, including the following

1. **Control of Property** – For a Reply to be responsive, it must be submitted by one of the entities listed below, and the offer must include supporting documentation proving such status. This requirement applies to the building (or structure) and the proposed parking area(s). The parking area(s) include the area of ingress and egress of same.
2. **The owner of record of the facility and parking area** – Submit a copy of the deed(s) evidencing clear title to the property proposed.
3. **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and the parking areas thru the term of the base lease and all renewal option terms.
4. **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney (Attachment L) authorizing submission of the proposal.
5. **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer's control of the facility prior to the intended date of occupancy.
6. **The Holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization, to, in turn, sublease. Any lease must encompass the entire time period of the basic lease term and any renewal option terms as required by the State. A copy of the lease agreement between the owner and the lessee must be provided to the Department at the time of the reply to this proposal.
7. **Certification** – each Offeror shall complete the **Certification** and provide proof of authority.

G. Full Service (Gross) Rental Rate

The Offeror/Lessor shall provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to, janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the proposed space. There shall be no pass through of additional expenses.

H. Permitted Use by the State

The State's permitted use for the location will include general office purposes as well as appropriate appurtenant uses such as cafeteria, training areas, vending, computer rooms, etc.

I. Tenant Improvements

The State requires a "turn-key" build-out by the Landlord. Therefore, Offeror shall assume all cost risks associated with delivery in accordance with the required space program specifications detailed in this QSP, including Attachments A-K (Item M, page 4 of 11).

Additionally, offers for space which is currently under lease with, or occupancy by, the Department of Corrections' does not exclude the Offeror from meeting the requirements specified in this QSP document.

J. Energy Star Compliance

Pursuant to F.S. 255.257(4)(b) – No state agency shall enter into new leasing agreements for office space that does not meet Energy Star building standards, except when determined by the appropriate state agency head that no other viable or cost-effective alternative exists.

K. Lease

Attachment "C" to this Quote Submittal Packet is the form lease agreement (and related addenda) which contains the general terms and conditions required by the State of Florida. Other terms and conditions may be required by the State of Florida in order to consummate a transaction. Each Offeror should review this form in its entirety.

L. Antenna Roof Rights

At all times during the Lease Term and during subsequent renewal terms, the State shall have the sole and exclusive right to place one or more antennas on the roof of the Building(s) and/or grounds and site area without additional charge or cost, subject only to the reasonable approval of the Lessor for issues related and limited to the structural integrity of the Building, and all required governmental authorities.

M. Attachments

Anyone interested in participating in the solicitation process for this Quote Submittal **must** be familiar and comply with the requirements of the Attachments listed below. The required Attachments are available online at: <http://www.dc.state.fl.us/business/ls/index.html>; and entitled "Required Documentation for QSP Solicitation Re: **QSP #700:1183**".

Attachment A Agency Specifications – provided as a construction cost guide for Offerors

Attachment B Boundaries – details the boundaries within which all Proposed Space must be

Attachment C Lease Agreement – This State Form Lease is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is only a basic standard lease form. Other terms and conditions may be required by the State in order for a lease to be consummated.

Attachment D Disclosure Statement – Each Offeror **must** complete and return this form with the Proposal

Attachment E Division of State Fire Marshal – This attachment provides general directives with regard to the Offeror's compliance with the requirements of the State Fire Marshal

Attachment F Energy Performance Analysis (EPA)

Attachment G Doing Business with the State of Florida

Attachment H Standard Method for Measuring Floor Area in Office Buildings

Attachment I Business References Checklist - Each Offeror **must** complete and return this form with the Proposal

Attachment J Commission Agreement - Each Offeror **must** complete and return this form with the Proposal

Each Offeror should read and understand each Attachment in its entirety prior to completion of the Proposal.

Additionally, should an Offeror's Proposed Space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Attachments and/or shall be required to complete/provide the information required in any such Attachment.

N. Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

O. Sales Tax

The Offeror will not be exempted from the state sales tax on materials to be used in construction. The Offeror is solely responsible for the payment of all applicable taxes, permits and certificates required.

P. Federal, State and the Local Requirements

The building owner shall comply with all of the applicable provisions of the Federal Occupational Safety and Health Act, the Federal Communications Act, the National Electrical Code, and all other applicable laws, regulations, codes, ordinances and rules of any governmental entities that have jurisdiction. The Offeror agrees to reimburse, Hold Harmless and Indemnify, the Agency for any and all losses, expenses, and damages, including but not limited to attorneys fees and costs, arising from the violation of any laws, regulations, codes, ordinances and rules.

Q. Occupancy and Payment

- Occupancy of the premises and remittance of the lease payments are contingent upon the following:
 - The delivery of an issued Certificate of Occupancy to the Agency.
 - A final acceptance issued by the State Fire Marshal.
 - That all installations are operational and complete to the satisfaction of the Agency.
 - Completion of the Pre-Occupancy Inspection Checklist performed by a designated Department staff member.
 - DMS approval of lease agreement.

Note: The specified date for Certificate of Occupancy is identified as **September 18, 2017**. (ref: Lease Commencement/Effective Date (Item C, page 2 of 12).

R. Fire Prevention

Offeror shall conform to all requirements of the State Fire Marshal and shall obtain pre-occupancy inspection and annual inspections by the State Fire Marshal as required by Section 633.085, Florida Statutes.

S. Heating, Ventilation and Air Conditioning

Provide sufficient climate control units with adequate ductwork, registers and grills sufficient to uniformly cool and heat the entire leased area. Unit(s) shall be equipped with automatic thermostat(s). Temperatures will be maintained to achieve an average zone temperature of 75 degrees Fahrenheit. Control thermostats will be located in areas to achieve proper zone temperature.

VAV zone boxes shall maintain a minimum air flow (circulation) of a least 25% after the zone temperature reaches its set point (if applicable). Outside fresh air intake vents, dampers, automatic controls, and power driven systems for fresh air (if applicable) shall be fully operational according to design specifications. Carbon dioxide monitors (if applicable) shall be calibrated every five (5) years at a minimum.

The entire air conveyance system shall be inspected, calibrated, tested and balanced by an HVAC contractor or engineer, just prior to occupancy, and every five (5) years thereafter. The scope of work shall include all the items listed above, and include operating controls, sensors and controls that must be calibrated, inspection of air handlers, pumps, valves, condensate drain lines, condensate pans, coils, ductwork, dampers, VAV boxes, cooling towers, or anything that has a relationship to the air conveyance or operating control system. The test and balance firm shall provide a report in writing to the Offeror that the above listed items and specifics have been inspected, and are in proper operating order. A copy of this report shall be provided to the Lessee prior to occupancy and after each five (5) year re-inspection.

Buildings or spaces older than 25 years, where ductwork has not been retrofitted, with ridged air conveyance ductwork (lined or non-lined on the air side), turning vanes, operational control systems on the air side and air handlers that are to remain in place, shall be thoroughly inspected for excessive buildup of dust and contaminants (i.e., mildew, mold fungi, etc.) by the firm performing the test and balance of the space or building. If excessive buildup of dust, dirt or contaminants is present, the Offeror shall contract, at his expense, with a licensed mechanical firm to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior of the air handlers cleaned properly.

The Offeror shall inspect all air handler coils (all layers), condensate drain pans, condensate drain pipes, cooling towers (if applicable), gaskets, or couplings for microbial growth and buildup, due to normal operating conditions or standing water caused by clogs, leaks, etc., monthly and document any discrepancies. Offeror shall immediately correct any and or all problems to current standards of care with due diligence to prevent possible health problems related to the HVAC system and its operation. Fresh air intake vents shall be inspected for any microbial buildup and thoroughly cleaned, if necessary. Filters (if applicable) on fresh air intake vents shall be cleaned or replaced monthly. A monthly service record shall be maintained by the Offeror and available to the Agency upon request.

T. Indoor Air Quality Testing

There shall be no smoking in government facilities – smoking within 15 feet of entrances/exits into the facility is also prohibited and not smoking signs shall be posted by the Offeror accordingly. Offer shall provide fresh air intake of 20 or more cubic feet per minute per person, as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers) – Properly ventilated buildings shall not have indoor carbon dioxide (CO2) levels which exceed 1,000 ppm (ASHRAE 62-2001). Occupational Safety and Health Administration (OSHA) recommends that interior CO2 concentrations be maintained below 800ppm for occupant comfort and health considerations. Additionally, fresh air intakes shall not be located within 25 feet, as a minimum, of sewer vents, roof exhausts, cooling towers, garbage receptacles, loading docks, vehicle traffic, etc. and shall be eight (8”) inches above the roof field or other horizontal surfaces to prevent blockage from leaves, rain, debris, and other sources. Water drainage should be directed away from these fresh air intakes to eliminate ponding water/debris near the intake. OSHA recommends temperature control in the range of 68-76 degrees, with the lease stipulating that an average zone temperature of 75 degrees shall be maintained on the premises. Interior humidity within any part of the leased premises shall not exceed 60% relative humidity. Carbon Monoxide measurements shall be below the OSHA PEL of 50 ppm.

The building envelope shall be maintained to prevent moisture intrusion that may result in microbiological and fungal growth on surfaces, furnishings or interstitial spaces.

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested, at its own expense, by a certified industrial hygienist to determine the cause of the problem. After assessment, if test results indicate conclusively that a problem exists, the Offeror shall take immediate corrective action to remedy the situation and reimburse the agency for the costs of conducting such test(s).

Any Painting and construction/maintenance shall be conducted under ventilating and occupancy conditions that will not result in indoor air quality complaints.

Heating and Air Conditioning:

Lessor shall furnish to Lessee all heating and air conditioning services and shall maintain all equipment in a satisfactory operating condition, including but not limited to testing, adjusting and balancing the system and checking and replacing Freon and filters. All costs associated with the equipment, supplies and maintenance will be the responsibility of the Lessor. Lessor agrees that thermostats in the premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit throughout the heating cooling seasons.

U. Maintenance and Repair

A quarterly maintenance inspection will be conducted by the Agency’s representative to review the condition of the building interior, exterior and site. Any discrepancies will be noted and a date of correction completion established. If emergency maintenance or repair items do not receive attention within twenty-four (24) hours, or if recurring problems do not receive attention within three (3) working days after notification is given to the Offeror, the Lessee will have the right to complete the work, by a contractor of the Lessee’s choice, and send the invoice to the Offeror for payment.

Non-responsiveness shall be deemed a breach of the Lease Agreement. Failure by the Offeror to correct or repair documented interior problems within sixty (60) days after written notification by the Lessee shall result in further legal action to obtain compliance. If the Lessee is successful in court, the Offeror agrees to pay any and all attorney's fees of the Lessee, as well as impact costs due to decreased productivity.

The Offeror, at a minimum, shall change filters for HVAC every ninety (90) days and more often as conditions or manufacturer's recommendations warrant.

Air filters used shall have a Minimum Efficiency Reporting Value (MERV) rating of 11 or higher. Additionally, a filter log shall be maintained onsite, in a space accessible to the Agency – either in the janitorial closet next to the MSDS information or in another agreed upon location, where the following location shall be provided: Date/Time of each filter change; Number/Location of filters changed; MERV rating of filter; Employee & Business Name of Vendor performing service; date next filter change will be due.

The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

V. Emergency Repairs

Upon occupancy, the Offeror will furnish the name(s) of contact person(s) who will be available 24 hours a day for notices to service or repair glass, plumbing, HVAC, roofing, hardware (locks), electrical, etc.

W. Floor Plans

Final floor plans will be a joint effort of the Agency staff and the successful Offeror. The final floor plan is subject to the Agency and State Fire Marshal review and approval. Attached hereto as Attachment E and by reference made a part hereof are the approval requirements of the State Fire Marshal. It is and shall be the sole responsibility of the Offeror to ensure that these requirements are current and up to date.

Upon approval, one copy of the State Fire Marshal final approved floor plans will be submitted to the issuing officer at the address indicated in the initial paragraph of this Quote Submittal package.

X. Provisions

As to each of the provisions and/or conditions of this proposal Time is of the Essence.

The parties agree and stipulate that this Quote Submittal Packet and the executed lease with any and all attachments to this lease, upon execution by each of the parties shall constitute the entire agreement between the parties. No prior agreement, whether written or oral, and no subsequent agreement shall be valid or binding upon the parties unless each of the parties executes a written agreement reflecting the terms and/or conditions to be added or modified to the lease/contract. Both parties expressly state that the terms and conditions contained herein, with the terms and conditions set forth within the attachments, constitute the complete and total terms of the agreement.

In the event of any litigation, the parties agree and stipulate that venue shall be in **Leon, County, Florida**.

Y. Commission Agreement (Tenant Broker)

Offeror understands the Agency is utilizing the services of a Tenant broker representative for this lease space requirement and the successful Offeror shall execute a Commission Agreement, in coordination with the Department's Tenant Broker representative, within **fifteen (15)** business days of notification of Award.

Z. Public Entity Crime Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The offeror agrees that its proposal shall remain valid for a period of sixty (60) days from the date specified upon the Notice of Award. Any offer submitted to the Agency, pursuant to this quote submittal, must be held open and valid in all respects for this sixty (60) day period, at any time during which the Agency may accept the offer and the offeror agrees to enter into the attached Lease agreement **700:1183**, which includes all attachments referenced within the attached Lease Agreement.

The successful offeror agrees to enter into a lease agreement on the Department of Management Services' Standard Lease Agreement Form FM 4054 [Attachment C - Do not complete]. Offeror should read this lease agreement carefully and be familiar with all aspects of its content. Special attention should be made to Section III (Heating, Air Conditioning and Janitorial Services), Section V (Maintenance & Repairs), Section VI (Utilities), Section VII (Accessibility Standards and Alterations), Section IX (Fire and Other Hazards) and all addendums.

Successful offeror also agrees to provide a Disclosure of Ownership using the Department of Management Services' Form 4114 (Attachment D) when the lease agreement is executed.

AA. Amendments/Revisions and Notices

This QSP (700:1183) and future amendments/revisions and notices related to the QSP will be available and accessible thru the State’s Vendor Bid System (VBS) link: http://myflorida.com/apps/vbs/vbs_main_menu

It is the sole responsibility of interested individuals to check the VBS site for future amendments/revisions applicable and to give appropriate consideration when submitting an Offer for this QSP.

BB. Proposed Rental Rates

The Offeror/Lessor shall provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all remodeling renovations and/or construction (tenant improvements), all operating expenses (including, but not limited to, janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the proposed space. There shall be no pass through of additional expenses.

The State is exempt from sales tax on all rent payments. The present value discount rate to be used in evaluating the base term of the proposals received is **(1.97%)**.

- 1. The Department will only accept flat rental rates for the Initial (Base) lease term. Any offers received that reflect escalator clauses and/or escalator rates will be rejected and deemed non-responsive.

Base Lease Term	Rate per Square Foot	Net Square Feet	Total Monthly Rental	Total Annual Rental
Year 1 - Year 7				

- 2. The Department will only accept flat rental rates for each of the two (2) four-year Renewal Option Terms. Any offers received that reflect escalator clauses and/or escalator rates will be rejected and deemed non-responsive.

Provide the proposed Full Service rent for each of the two (2) four-year Renewal Option Terms as specified below:

Renewal Option I	Rate per Square Foot	Net Square Feet	Total Monthly Rental	Total Annual Rental
Year 1 – Year 5				

Renewal Option II	Rate per Square Foot	Net Square Feet	Total Monthly Rental	Total Annual Rental
Year 1 – Year 5				

CC. Official Contact Information - Offeror

Each Offeror must provide the below contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: (Office) _____ (Cell) _____

Fax: _____ **E-mail:** _____

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CERTIFICATION

I hereby certify as owner, officer or authorized agent that I have read the Quote Submittal and agree to abide by all requirements and conditions contained therein. I further certify that this Quote Submittal constitutes my formal proposal in its entirety.

Submitting Offeror's Name

Prospective Lessor's Name

FEID or SS number of prospective lessor, whichever is applicable:

Address of prospective Lessor:

Phone Number of prospective Lessor:

Fax Number of prospective Lessor:

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner
(If other than owner, a Special Power of Attorney Form must be completed and submitted for the quote to be valid)