



Invitation to Negotiate 640:0400 - Tallahassee Department of Health Pre-Bid Conference

October 5, 2017

Agenda



1 Introductions / Sign-in

2 Overview of the
baseline ITN
specifications

3 Evaluation of
responses

4 Design and
construction
specifications

5 Questions

Official ITN Contacts



Kimberly Cowling

Department of Health

Mike Griffin and Jerry Thornbury

Savills Studley Occupier Services

Key Dates – Page 3 of the ITN

Date/Time	Item/Task
September 20, 2017	ITN procurement commences
October 5, 2017 @ 1:00 PM	Pre-Bid Conference
October 11, 2017 @ 5:00 PM	Deadline for submitting questions
October 19, 2017	Answers to questions posted
November 20, 2017 @ 4:00 PM	Deadline of ITN Replies
November 21, 2017 @ 11:00 AM	Date and Time of ITN Replies Opening
November 21 – December 8, 2017	Time Period for Evaluations & Site Visits
December 8 – January 12, 2018	Time Period for Negotiation with Preferred Candidates
January 15, 2018	Estimated date of Notice of Intent to Award

Material contained in this presentation is for informational purposes only and does not replace any requirements outlined in the ITN. Any modifications to the ITN will only be reflected on the Vendor Bid System

Space Needs and Response Scenarios (Page 7 of the ITN)



- General Space Needs
 - 135,815 +/- 10% square feet of usable space; Max - 149,397 SF, Minimum – 122,234 SF
 - ***Please note the addendum to the ITN that was released on September 21, which removed the references for contiguous space in one building***
 - The type of space required is office space and will be used for administrative office, call center-type functions and claimant hearings. There will be no clinical or laboratory activities conducted at the Premises.
- The Proposer will be responsible for build-out and clean up. Proposer will provide Agency with a clean and ready to operate space.
- Space must be ADA compliant

General Lease Terms (Pages 9-10)

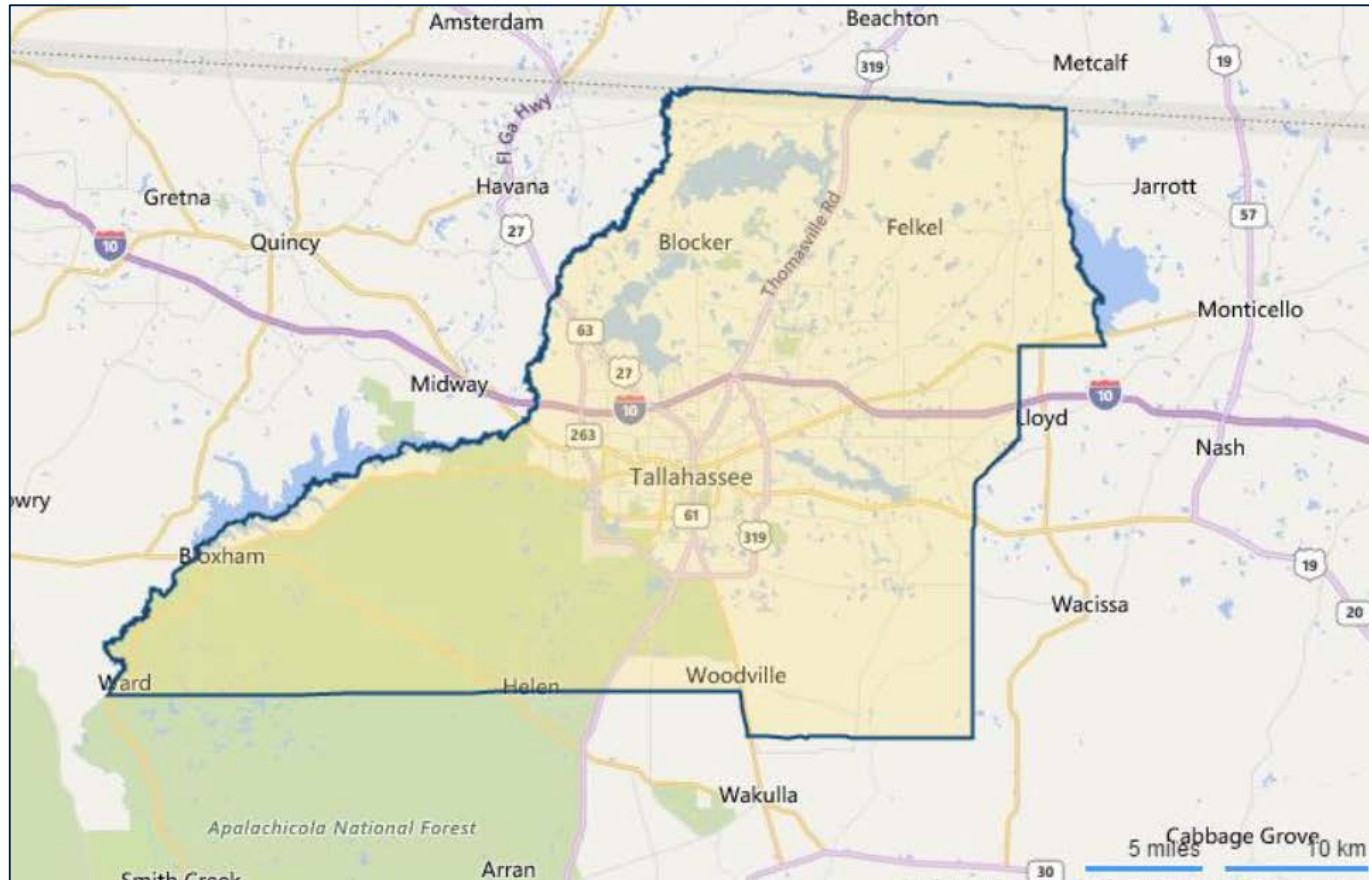
- Proposed space must be made available for occupancy on September 1, 2019, with access to the space thirty (30) business days prior to occupancy date for set up
- Rent cannot commence until 9/1/2019
 - Any delays may result in liquidated damages in the amount of the rent per square foot unavailable for occupancy, with a maximum amount of \$9,484.72 per day (Page 52 of the ITN)
- Replies must offer 10 and 15-Year Base Term with 2-5 Year Renewals
- All Responses Must Reflect Full Service (Gross)/Turn Key Rental Rates
 - Full service rates include, but are not limited to; janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.
- Parking – Adequate parking for State employees and visitors is mandatory, with a minimum of 5 spaces per 1,000 square feet required. Additionally, a minimum of 14 handicapped spaces is required (Page 24)

Build-to-Suit Option (Page 6-7)

- This ITN allows for respondents to propose a build-to-suit option to meet the space needs of DOH
- Some important information that must be included in a build-to-suit proposal
 - Proposed site plan
 - Building renderings
 - Evidence of ownership (or hold option to purchase or lease proposed property)
 - Site improvement information
 - Parking areas
 - Construction cost per square foot
- Ninety (90) days after notification of award, the respondent must provide DMS with floor plans, measurements, site information and parking areas as required in accordance with Florida Administrative Code (FAC) 60H-1.017 for review and approval

Geographic Area – Page 8 of the ITN

- Only the boundaries listed below will be considered



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Agency Specifications Attachment A (Starting on Page 19)



- Provided on pages 19-20 is an overview of the space requirements for DOH, with a breakdown of the type and size of office space needed.
- Starting on page 21 are detailed space requirements for the Division of Disability Determinations (DDD). An overview of the requirements include:
 - Security
 - Telephone/VOIP
 - Computer/LAN
 - Generators
 - Satellite Dish
 - Alarm System
 - ADA
 - Distribution Center (mail)
 - Floor coverings
 - Parking
 - Restrooms
 - Vendor Security Clearance Requirements
- **Extensive Intelligent Workstation/LAN requirements are provided on pages 25-38**

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How Are ITN Responses Evaluated? (Pages 16-17)

- An initial review of all ITN responses is completed to determine compliance
- The Agency shall evaluate and rank replies and, at the Agency's sole discretion, proceed to negotiate with Proposers as follows:
 - The highest ranked Proposer(s) will be invited to negotiate a lease
 - The Agency reserves the right to negotiate with all responsive and responsible proposers
 - Agency reserves the rights to seek clarifications and request revisions
 - The focus of the negotiations will be on achieving the best fit and value to the State
 - Proposer agrees to be bound by the terms in their Reply for a minimum of 60 days
 - Agency reserves the right to reject any and all replies



Use of the State's Leasing Forms is a Must (Page 14)

- The selected Offeror is required to utilize ALL of the forms included in the ITN, including the state's standard lease agreement

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730- 0378 Attachment C

Lease Number: 730-0378 Lease Commencement: Monday, September 1, 2014

THIS LEASE AGREEMENT is entered into this _____ day of _____, 2014, between the Parties listed below.

Parties

Lessor: The State of Florida Department of Revenue
Address: 2500 Shattuck Oak Blvd., 2-1600 Tallahassee, FL 32310
Lessor: _____
Address: _____
City: _____ State: _____
Lessor: _____
Address: _____
City: _____ State: _____
FED: _____ OR Social Security Number: _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee the premises described as:

Description: _____

Building: _____ County: Collier

Address: _____

consisting of an aggregate area of _____ square feet of net rentable space measured as with the Department of Management Services Standard Method of Space Measurement. The space approximately _____% of the _____ net square feet in the building.

B. Lessor shall also provide _____, exclusive parking spaces and _____, nonexclusive parking spaces as part of Agreement.

2. Term & Renewal

A. The Lease shall begin on _____ and end at the close of business on _____ for a term of _____ months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional _____ month or months as specified in Article 4, B. of this Lease. If Lessor desires to renew this Lease upon provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than the months prior to the expiration of the term provided in this Article or any applicable re-

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730- 0378 Attachment C

Addendum: C Lease Number: 730-0378

Employment Eligibility Verification Form 4054K

Pursuant to Executive Order #11-02 (as Superseded by 11-156), Lessor agrees that it will participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum Understanding" with DHS governing the program, to verify the employment eligibility of all employees under the lease term to perform duties in Florida. Lessor further agrees to provide to the part of the leasing documents, documentation of such enrollment in the form of a copy of Company Profile page in E-Verify, which contains proof of enrollment in the E-Verify Program. It can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify homepage's information regarding "E-Verify" is available at the following website: <https://www.dhs.gov/e-verify/faq>, 1125321678150.0002

Lessor further agrees that it will require each subcontractor that performs work under this lease the employment eligibility of its employees hired during the term of this contract by enrolling participating in the E-Verify Program <https://www.dhs.gov/e-verify/faq> of the effective date of this lease or will that of the effective date of the contract between the Lessor and the subcontractor, whichever is Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen enrollment in the E-Verify Program and make such records available to the Agency and other a state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions Verify Program, including participation by its subcontractors as provided above, and to make all available to the Agency and other authorized state officials upon request.

Compliance with the terms of this Employment Eligibility Verification provision including consent the terms of the "Memorandum of Understanding" with DHS is hereby made an express condition lease.

Lessor: The State of Florida
Department of Revenue

By: _____ Director Financial Management

Date: _____

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114 Attachment: D LEASE

Purpose: This form is used to collect the information required pursuant to subsections 255.24(6)(b), 255.24(6)(c), and 255.24(6)(d), Florida Statutes.

1. Ownership - Indicate the type of ownership of the facility in which this lease exists.

a. Publicly Owned Facility

b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, trust, etc.)

c. Name of franchisor:

Franchisor FEN or EIN _____

Name of facility: _____

Facility street address: _____

Facility city, state, zip code: _____

2. Disclosure Requirements

a. Does a corporation registered with the Securities and Exchange Commission as registered pursuant to Chapter 507, Florida Statutes, own the facility listed above? If "Yes," please proceed to section 4.

b. Does any party have a 4% or greater ownership interest in the facility or the entity he/she she to the facility? If "Yes," please proceed to 2.c.

c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? If "Yes," please proceed to 2.d.

d. Is the facility listed above financed with any type of local government obligation? If "Yes," please stop and immediately contact your state bonding representative.

3. Ownership Disclosure List - (Additional pages may be attached)

a. Name _____ Government Agency (if applicable)

b. The equity of all others holding interest in the above named facility listed: _____

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES Attachment: G LEASE

Commission Agreement

REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES ("Agreement") is entered into as of this _____ day of _____, 2014, by and between the State of Florida ("Owner") and the State of Florida ("Tenant"), and the State of Florida ("Broker").

The following provisions are true and correct and are the basis for this Agreement:

A. Owner has legal title to a property located at _____ County, Florida on which tract is an office building/structure commonly known as, _____ ("Building"), and which further described as, or a portion of, Property Appraiser Parcel Number _____.

B. Broker has presented the office space needs of Tenant to Owner and has and will render no leasing of office space to the Tenant.

C. Should a Letter Offer or other offer be submitted, Owner has agreed to pay the State of Florida consideration for services rendered and to be rendered in connection with a Lease pursuant to the terms of this Agreement.

D. Owner understands and agrees that Broker is serving solely as a representative of Tenant acknowledges that the appropriate fee structure is defined below, as mutually agreed between the parties and is included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and lawful reasons, the parties hereto agree as follows:

1. AGREEMENT TO PAY COMMISSION. Owner hereby agrees to pay a real estate commission to Broker for a period greater than ten years, Owner will pay only two percent (2%) of the total Gross Rent (net of all taxes and other charges) for the term of the lease (including the 120" month of rental payments). The commission on any expansion shall be the total additional Gross Rent added to, or above the total rents of the original lease, if the commission on any renewal shall be 2% of Total Gross Rent.

2. PAYMENT OF COMMISSION. The commission shall be due and payable to Tenant in each (i) month a right and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies a unit covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's payment of the commission is in arrears to such renewal or expansion will be due and payable in full renewal notice covering the expansion or renewal is executed by Owner and Tenant, if Tenant agrees to pay to Broker said commissions based on a separate agreement between Tenant and Broker.

3. SUCCESSORS AND ASSIGNS. The obligation to pay and the right to receive any of the commission to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Broker, assignment of the Property which includes Tenant's deemed premises. Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal, Bureau of Fire Prevention

APPLICATION FOR PLAN REVIEW

By submitting this form you are requesting that the State Fire Marshal's Office complete a plan review in accordance with F.S. 633. This form must be completed in its entirety. False or incomplete information may result in denial of processing this request.

1. CONTACT INFORMATION

a. Applicant's Name _____ Email _____ Phone _____

b. State Agency Contact _____ Email _____ Phone _____

c. Architect of Record _____ Email _____ Phone _____

d. Engineer of Record for Fire Alarm System _____ Email _____ Phone _____

e. Engineer of Record for Fire Sprinkler System _____ Email _____ Phone _____

2. PROJECT NAME OR DESCRIPTION

a. Design Review 100% Construction Documents

b. 100% Construction Documents

c. Revision for SFP # _____ (Complete items 1a and 7 only)

d. Design for SFP # _____ (Complete items 1a and 7 only)

e. Other _____

3. TYPE OF SUBMITTAL

a. State Owned State Leased Lease # _____

b. Design or State Agency Project # _____

c. State Agency or University

d. Building Name _____ g. Building # _____

e. Building Street Address: _____

f. City/County: _____

4. SFP# (Occupancy Type - check all that apply)

Assembly/Health Care	Apartment
Detention and Correctional	Day-Care
One and Two Family	Manufacturing
Hotels and Composites	Health Care
Locking or Housing Houses	Business
Residential Board and Care	Industrial
Storage	Assembly

5. Is this a change in occupancy? Yes No

6. In FRC Construction Type _____

7. Fire Alarm System Fire Sprinkler Standpipe Other _____

8. Number of Stories: _____

9. Estimated Construction Cost (not including the cost of land, site improvement, and work on surrounding Municipalities): _____

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Designing The Right Space is a Team Effort Driven By The Selected Offeror



- The selected Offeror is expected to work with the programs, DOH, and Tenant Broker to design a space that best meets the Agency's needs

- The final floor plan is subject to the Agency's approval and State Fire Marshal review and approval

- Design requirements include, but are not necessarily limited to, the following:
 - Test fits
 - Development of final space plan
 - Development of Construction Documents (CDs)
 - Submittal of CDs to all required government jurisdictions including DOH's HQ and the State Fire Marshal

Understanding DOH's Design and Construction Requirements is Critically Important (Attachment A)



The selected Offeror is responsible for **all** design and construction costs

Communication During Design and Construction With All Parties Will Help Ensure a Successful Project



NO changes may be made during the design/construction phase without approval of DOH leadership

Final Thoughts / Questions

- Monitor the Vendor Bid Systems for any updates
- Any clarifications to this ITN will only be provided via the Vendor Bid System
- The selected Offeror must comply with all specifications outlined in the ITN
- Questions?