

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS
QUOTE SUBMITTAL PACKAGE 700:1127
FOR LEASE OF OFFICE SPACE
QUINCY, FLORIDA

The Department of Corrections, Bureau of Probation and Parole Field Services, will be accepting quote submittals for lease space in an existing building to be utilized as a Probation and Parole Office in the Quincy, Gadsden County, Florida. Offered space must be within or abutting boundaries as specified in **Attachment B**.

The Department has authorized CBRE, Inc. to be its' exclusive representative for this solicitation for lease of office space. Questions and matters related to this lease space requirement and the Quote Submittal Package solicitation must be only addressed to the Departments' authorized broker identified below:

David Hulsey
CBRE, Inc.
(850) 545-4990 Cell
david@tbsfl.com

Offers under this Quote Submittal will be received by the Department's Issuing Officer at the below address until **2:00 PM** on **November 17, 2014**. Offers must be submitted in triplicate (an 'original' and 2 duplicates) and be in a sealed envelope or sealed package with the QSP (**#700:1127**) identified on the outside of the package.

Lynda McKinnie, Government Operations Consultant;
Leasing Section, Bureau of Procurement & Supply
501 South Calhoun Street, (Carlton Building/Ste 204 P);
Tallahassee, Florida 32399-2500
Telephone: 850-717-3706
eMail: mckinnie.lynda@mail.dc.state.fl.us

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.

DESCRIPTION AND LOCATION OF THE PROPOSED SPACE:

The Agency is seeking 4,116 (minimum) up to 4,548 (maximum) square feet of net rentable space. Each Offer must specify the total net rentable square feet of space (*within the specified range*) which is offered and the address of the proposed space.

- **Specify the total net rentable square feet offered in the Proposed Space** (within the acceptable range of 4,116 (minimum) to 4,548 (maximum) SF: _____
(Net Rentable SF Offered)

Issue Date: 09-26-2014

(Part 1 of 2)

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Offeror's initials of acknowledgement and acceptance are required on all pages of this submittal: _____
Offeror's Initials

- **Specify the Location Address of proposed space:**

Name of Building

Suite / Rooms (if applicable)

Street Address

City and Zip Code

TYPE OF SPACE REQUIRED

The offered space must be an existing building in order to be considered. The total square footage proposed must be on a single floor with contiguous access within the proposed space.

LEASE COMMENCEMENT/EFFECTIVE DATE

The Proposed Lease effective date shall be **July 23, 2015**. Should the successful Offeror fail to make the space available by the specified effective date, the amount of **\$500.00** 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 **30 days**, the Agency shall have the right to terminate the intent to lease and/or the lease agreement.

The space is to be completed and made available for pre-occupancy on **July 13, 2015 (10 days prior to the July 23, 2014 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

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 provide the State with this term.

_____ Yes _____ No

PERMITTED USE - ZONING

The State's permitted use for the location will include use as a **Department of Corrections' Probation and Parole office** as well as appropriate appurtenant uses such as cafeteria, training areas, vending, computer rooms, etc.

Offerors shall submit a letter from the local zoning jurisdiction which verifies that the offered space meets all zoning requirements, regulations, ordinances, and local and state zoning laws for the specific intended use as **a Department of Corrections' Probation and Parole Office**. The letter must be on business letterhead of the Zoning Department of the applicable jurisdiction, specify 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.

LEASE

Attachment C to this Quote Submittal Package 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.

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.

ATTACHMENTS

Offerors participating in the solicitation process for this Quote Submittal Package **must be familiar and agree to comply with** the requirements of the Attachments listed below. The required Attachments are available online at: http://www.myflorida.com/apps/vbs/vbs_main_menu and titled “QSP 700-1127 – Quincy, Florida.

- **Attachment A** - Agency Specifications
- **Attachment B** - Boundaries – Details the boundaries within which all Proposed Space must be located.
- **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 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 with the Quote.
- **Attachment E** - Division of State Fire Marshal, Plans Review Fees, Procedures and Requirements – This attachment provides general directives with regard to the Offeror’s compliance with the requirements of the State Fire Marshal.
- **Attachment F** - Doing Business with the State of Florida
- **Attachment G** - Standard Method of Space Measurement
- **Attachment H** - General Layout of a Probation and Parole Office
- **Attachment I** - Business Reference Checklist. Offeror must complete and return with the Quote.
- **Attachment J** - Commission Agreement. Offeror must complete and return with the Quote.

Each Offeror should read and understand each Attachment in its entirety prior to submittal of an offer under the QSP. 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 these Attachments and/or shall be required to complete and provide the information required in any such Attachment(s).

REQUIREMENTS FOR OFFERORS TO SUBMIT PROPOSALS

All Offerors shall submit documentation with this proposal evidencing compliance with all zoning requirements, regulations, ordinances, and local and state zoning laws for the intended use as a Department of Corrections’ Administrative and Probation and Parole Office.

SERVICES

The successful Offeror shall furnish all services. Services provided by the Offeror shall include all necessary build-out and cleanup and shall provide the Agency with a clean, ready to operate space. Services shall also include payment of utilities, trash removal, storm water fees, recycling service, interior, common area and exterior maintenance, janitorial services (labor and supplies), monthly pest control, security, and other services as provided for in the Quote Submittal Package and the State of Florida Lease Agreement and Addenda.

The successful Offeror will provide the lease space to the Agency (Lessee) for its' exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Agency will be fully occupied during normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Agency. Services are to be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee).

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.

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.

OCCUPANCY AND PAYMENT

Occupancy of the premises and remittance of the lease payments are contingent upon:

- a. The delivery of an issued Certificate of Occupancy to the Agency.
- b. A final acceptance issued by the State Fire Marshal.
- c. All installations are operational and complete to the satisfaction of the Agency.
- d. Completion of the Pre-Occupancy Inspection Checklist performed by a designated Department staff member.
- e. DMS approval or acceptance of lease agreement.

Note: The specified date for Certificate of Occupancy is identified as **July 13, 2015**. (ref: Lease Commencement/Effective Date (page 2)).

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 at 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., on a monthly basis and document any discrepancies. Offeror shall immediately correct any and 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.

INDOOR AIR QUALITY TESTING

Offeror 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). Interior humidity within any part of the leased premises shall not exceed 60% relative humidity.

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).

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

MAINTENANCE AND REPAIRS

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.

The Offeror, shall change filters for HVAC every thirty (30) days, at a minimum, or more often as conditions or manufacturer's recommendations warrant.

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.

EMERGENCY REPAIRS

Upon occupancy, the Offeror will provide the Agency with 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.

FLOOR PLANS

Submit a floor plan to scale (Example: 1/8" or 1/4" = 1'0") showing the present configurations and square footage measurements with the Offer.

The final floor plans (applicable if/when an Offer is selected for 'Award' of the QSP), will be as described in the specifications included herein or as otherwise negotiated with the Agency. Final floor plans will be a joint effort of 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 insure that these requirements are current and up to date.

Upon approval by the State Fire Marshal, 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.

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 Package 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**.

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 thirty (30) days from the date specified upon the Notice of Award. Any offer submitted to the Agency, pursuant to this Quote Submittal Package, must be held open and valid in all respects for this thirty (30) day period, at any time during which the Agency may accept the offer and the Offeror agree to enter into the Lease Agreement 700:1127 which includes Attachment C and all other Addendums as referenced within the Lease Agreement.

The successful Offeror shall agree to enter into a lease agreement using the Florida Department of Management Services' Standard Lease Agreement Form FM 4054 [Attachment C - Do not complete]. Offeror is responsible for reading the Lease Agreement Form, including Addendums thereto, and be familiar with all aspects of its contents.

Successful Offeror also shall agree to provide a completed Disclosure of Ownership using the Department of Management Services' Form 4114 (Attachment D) when requested by the Department and prior to the execution of the Lease Agreement.

AMENDMENTS/REVISIONS AND NOTICES:

This QSP 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 the QSP.

_____ Yes _____ No

THIS SPACE IS INTENTIONALLY LEFT BLANK

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 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 **2.05%**.

1. Provide the proposed Full Service rent for each year of the Initial (Base) Term:

| INITIAL (BASE) TERM | NET RENTABLE SQUARE FEET | RENTAL RATE PER SF | ANNUAL RENTAL RATE (Rate \$/SF x Net SF) |
|---------------------|--------------------------|--------------------|--|
| Year 1 thru Year 7 | | | |

2. Provide the proposed Full Service rent for each year of the (2) two Renewal Option Terms:

| RENEWAL OPTION 1 | NET RENTABLE SQUARE FEET | RENTAL RATE PER SF | ANNUAL RENTAL RATE (Rate \$/SF x Net SF) |
|--------------------|--------------------------|--------------------|--|
| Year 1 thru Year 5 | | | |

| RENEWAL OPTION 2 | NET RENTABLE SQUARE FEET | RENTAL RATE PER SF | ANNUAL RENTAL RATE (Rate \$/SF x Net SF) |
|--------------------|--------------------------|--------------------|--|
| Year 1 thru Year 5 | | | |

OFFICIAL CONTACT PERSON – OFFEROR

Each Offeror must provide the below contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: (Office) _____ (Cell) _____

Fax: _____

E-mail: _____

CERTIFICATION

Each Offer must be signed by the owner(s), corporate officers of the owner or the legal representative(s) of the owner. The corporate, trade or partnership name must be either stamped, written or typewritten, beside the actual signature(s).

If a Offer is signed by a corporate officer or agent of the owner, written evidence of authority must accompany the submittal. If a corporation foreign to the State of Florida is the owner, written evidence of authority to conduct business in Florida must accompany the Reply.

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

Offeror's Name

Prospective Lessor's Name

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

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner

DOCUMENTS REQUIRED TO BE SUBMITTED WITH OFFER

- Entire completed QSP packet (Part 1 of 2 and Part 2 of 2) and include Offeror's initials at the bottom of each page evidencing acknowledgement and agreement to comply with the specifications, terms and requirements.
- Provide the contact information of the Offeror (page 8/11)
- Interior/Space Planning- Each reply must include a floor plan, drawn to scale to scale (i.e. 1/8" or 1/4" = 1'0") showing the present configurations with square footage measurement. (page 6/12 and Attachment G, Standard Method of Space Measurement).
- Provide response to all of the "Lease Terms and Conditions" as requested. Responses must be clearly delineated and specific to questions, terms and requirements as requested in this QSP.
- Certification – Complete the **Certification** (page 9/11) and provide proof of authority of Offeror.
- Control of Property** – For a Reply to be responsive, it must be submitted by one of the entities identified on the **Certification** page (page 9/11) and must include documentation supporting such authority/control. This requirement applies the proposed building (structure); the proposed parking area(s), and area(s) of ingress and egress.
- Provide a copy of the 'recorded' Deed reflecting ownership of the property offered in the submittal.
- Complete and return Attachment D – Owners' Disclosure Statement (Form 4114)
- Complete and return Attachment I – Business Reference Checklist
- Complete and return Attachment J - Commission Agreement (Form 4097)
- Letter from local Zoning Authority stating the offered property is suitably zoned use by the Department of Corrections' Probation and Parole Office. (page 2/11)
- One set of clear photograph ("4x6") or architect's renderings showing exterior, front, sides and rear of the offered facility. (page 4/51)
- Letter certifying Offeror has available and agrees to provide the required number of parking spaces and a statement indicating the number of parking spaces per net rentable square feet as required by the local zoning jurisdiction. (pages 4-5/51)
- If the facility has other tenants, provide statement indicating number of parking spaces obligated to each tenant based on their lease agreement. (pages 4-5/51)
- Site plan and four (4) copies of the parking lot identifying the parking spaces that will be provided to the Agency for its' exclusive use and the parking spaces assigned to specified other tenants. (pages 4-5/51)
- Indicate the location of the proposed property, in relation to the Department's acceptable boundaries, on

Issue Date: 09-26-2014

(Part 1 of 2)

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Offeror's initials of acknowledgement and acceptance are required on all pages of this submittal: _____

Offeror's Initials

Attachment B – Boundaries (page 17/51) and return with offer.

**ADDITIONAL DOCUMENTS REQUIRED FOR LEASE AGREEMENT PREPARATION
AND EXECUTION**

- Architectural (A/E) Plans – Offeror to submit floor plan which is drawn to scale, based on the final design/layout and construction as approved between Offeror and the Department. (page 5/51) and Attachment G – Standard Method of Space Measurement.

- Attachment E – State Fire Marshal Plans – Offeror to prepare and submit A/E plans, and obtain SFM approval in order for a Lease Agreement to be executed. The architectural SFM plans shall be based on final design/layout and construction as approved between Offeror and the Department of Corrections. The A/E plans shall also include details reflecting ADA compliancy. (pages 5-6/51) and Attachment E – State Fire Marshal Plans.

