



**DEPARTMENT OF CHILDREN AND FAMILIES**  
**Invitation to Negotiate for Leased Space**

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**EAST ORANGE COUNTY, FLORIDA**  
**ITN #590: 3162-A**  
**BID SUBMITTAL DEADLINE IS APRIL 7, 2020 AT 1:00 PM EST**

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Please initial Offeror acknowledgement on all pages of this submittal form: \_\_\_\_\_ ITN #590:3162-A

## I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Children and Families, (hereinafter referred to as the "Agency" or the "Department") is seeking built-out office facilities and related infrastructure for occupancy by the Agency in East Orange County, Florida. **Attachment A** to this Invitation to Negotiate (ITN) includes the Agency Specifications detailing the build-out requirements. **Attachment B** contains the detailed boundaries for the facilities. The Agency has authorized CBRE, Inc. (Tenant Broker Representative) to be its exclusive representative during this solicitation for space.

Competitive proposals may be submitted for consideration under this ITN for the lease of office space in an existing building, or newly constructed facility. NOTE: All buildings must comply with the Americans with Disabilities Act (ADA) as stated in Article II, Section A.1. (A), control of property on pages 10-11.

An existing building: To be considered an 'existing' building, the facility offered must be enclosed with a roof system and exterior walls must be in place at the time of the submittal of the offer. The offered facility shall be of a condition which is suitable for renovations to meet the specifications of the ITN and shall not be subject to destruction.

- The Agency is seeking a site for a collocated Office Center within the boundary on Attachment B of approximately **8,500 (+/- 3%) square feet, with a 5-, 7-, or 10-year base rate submission**. Preferred offers will also have space to accommodate our community partner, and their needs are 24,000 square feet of office space. However, this procurement pertains to DCF only; the community partner may co-locate under a separate lease arrangement to be negotiated directly by the community partner. Please be advised that any proposal containing space in excess of +/- 3% of required square footage will be deemed non-responsive.

All responses (hereinafter referred to as a "Reply" or "Replies") to this ITN must be received by the date specified in **Article II, Section A**, in written/typed form. The Reply must be sent, within the timeframes described herein, to the Department of Children and Families at the address specified in **Article II.A** of this ITN. No emailed or fax replies will be accepted.

The "Offeror" shall mean the natural person or the firm submitting a Reply to this Invitation to Negotiate, such person or firm being the owner of the proposed facility or a person or firm duly authorized to bind the owner of the facility. The term "State" shall mean the State of Florida and its Agencies. **Please see Article VIII regarding other definitions applicable to this ITN.**

The goal of this ITN is to award a lease that best meets the needs of the State using a flexible, iterative process. Offeror(s) invited to negotiate may be given the opportunity to refresh the initial offer. At the conclusion of this negotiation process, the State may ask selected Offeror(s) to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the State.

Note: This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and the State reserves the right to negotiate with all, one or none of the respondents in its sole discretion. Please note that the State has the right, at any time during the process, to reject any and all proposals that are not, in the State's sole discretion, in the best interests of the State.

## II. INVITATION TO NEGOTIATE INSTRUCTIONS AND GENERAL INFORMATION

### A. REPLY DEADLINE

Complete written Replies are due by **1:00 PM EDT on Tuesday, April 7, 2020**. Submissions must include the original reply, two hard copies of the original reply and two electronic copies (on Flash Drives in PDF format), or four hard copies in a sealed envelope (or other suitable package) with the Invitation

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to Negotiate number clearly marked on outside sealed envelope. The written Replies may be delivered via US Mail, private courier service, or hand-delivery to:

**DEPARTMENT OF CHILDREN AND FAMILIES**

Attn: Alleyn Tanner  
 400 W. Robinson Street, Suite S1106  
 Orlando, FL 32801  
 Alleyn.Tanner@myflfamilies.com

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

It’s solely the Offerors’ responsibility to check the Department of Management Services (DMS) Vendor Bid System website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu) (VBS Web Site) at least forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that no additional amendments or requirements that may have been issued for this ITN.

Offers will be opened at 1:30 pam (EDT) on April 7, 2020 at the address referenced in Item C, Key Invitation to Negotiate Dates.

**B. QUESTIONS REGARDING THE INVITATION TO NEGOTIATE**

Any questions or clarifications regarding this ITN or its specifications must be submitted, in writing (which may include e-mail), to the Official Contact Person specified in **subsection D of this Article II**. Any such questions or request for clarification must be received **no later than 5:00 PM EDT on Thursday, March 19, 2020**. No facsimiles or telephone calls will be accepted for any reason. A Solicitation Conference for this ITN will be held at the time and date specified in the Schedule of Events and Deadlines set forth in **Section II.C** below.

A Solicitation Conference is to review the ITN with interested Offerors so that areas of misunderstanding or ambiguity are clarified. The Department **encourages but does not require that** all prospective Offerors participate in the Solicitation Conference, during which Offerors may pose questions. The conference will be held at **10:30 am EDT on Wednesday, March 4, 2020**.

Material clarifications, changes in specifications, dates, or any other information related to this ITN (as solely determined by the Agency) will be posted on the VBS Web Site along with this ITN.

**C. SCHEDULE OF EVENTS AND DEADLINES**

The process of soliciting and selecting Replies will follow the general schedule given below:

Date	Time	Schedule of Events <b>Times listed are Eastern Daylight and Standard Times</b>
2/24/2020	<b>5:00 pm</b>	Date on which the ITN is advertised on the VBS.
3/4/2020	<b>10:30 am</b>	*Solicitation Conference see <b>Section “B”</b> above. Dial-Up Teleconference: <b>1-888-585-9008</b> Participant Code: <b>395 024 889</b> then # and follow prompts
03/19/2020	<b>5:00 pm</b>	All written questions from potential Offerors due to the Department’s Official Contact Person in writing, no further questions accepted after this date.
03/23/2020	<b>5:00pm</b>	Date Department will post answers to Offerors’ questions on the VBS Web Site.

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04/07/2020	1:00 pm	Deadline for Offerors to submit Replies to the Department.
04/07/2020	1:30 pm	*Opening of Replies and review of Mandatory Requirements
04/14/2020	9:00 am	*Initial Meeting of the Department's Evaluators and Site Evaluations.
04/16/2020	5:00 pm	Estimated Date evaluation of replies completed
04/21/2020	5:00 pm	Anticipated date the list qualified Offerors ("Short List") for Negotiation to be posted on the VBS Web Site.
04/27/2020 Thru 05/15/2020	10:00 am	Estimated time period for negotiation with selected Offerors.
05/19/2020	10:00 am	* Meeting of Negotiation Team to Develop Recommendations for Award:
05/25/2020	5:00 pm	Estimated date of posting of 'Notice of Intent' to Award on the VBS Web Site.
1/01/2021	8:00 am	Anticipated Lease Start Date, or sooner if space is available.
*All Offerors are hereby notified that the meetings noted with an asterisk (*) above are open to the public and may be electronically recorded by any member of the audience. Although the public is invited no comments and/or questions will be taken from Offerors or other members of the public (except for comments and questions of the potential Offerors at the Solicitation Conference.		

**NOTE:** All meetings will be held at the Department's Offices located at 400 W. Robinson Street, Suite S1106 Conference Room, Orlando, FL 32801. All dates, times and locations are subject to change in the sole discretion of the Department. Such changes will be posted on the VBS Web Site.

**D. OFFICIAL CONTACT PERSON**

Inquiries and comments about this ITN should be directed to:

Alleyn Tanner  
General Services Manager  
Central Region  
Department of Children and Families  
200 N. Kentucky Ave. Suite 404  
Lakeland, FL 33801  
[Alleyn.Tanner@myflfamilies.com](mailto:Alleyn.Tanner@myflfamilies.com)

This contact person is the only authorized individual to respond to ITN comments and questions.

**E. OFFICIAL CONTACT PERSON - OFFEROR**

Each Offeror MUST provide contact information, title, company name, address, phone number, fax number and email address with their submittal form, **Attachment I**.

**F. PUBLIC ENTITY CRIMES 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

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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.

**G. SPECIAL ACCOMMODATION**

Any person requiring a special accommodation at the Agency because of a disability should call the Agency Contact Person at least five (5) work days prior to the scheduled event. If you are hearing or speech impaired, please contact the Agency Contact Person by using the Florida Relay Service at (800) 955-8771 (TDD).

**H. CLARIFICATIONS**

Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Offerors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Agency reserves the right to require attendance by particular representatives of the Offeror. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Offeror's Reply. Failure to provide requested information may result in rejection of the Reply.

**I. Receipt of Proposals and Waiver of Minor Irregularities**

- **Receipt Statement.** Replies not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the Offeror by the Department.
- **Binding Proposals.** By submitting a Reply, each Offeror agrees that its offer shall remain a valid offer for at least 90 days after the Reply opening date and that, in the event the lease award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest.
- **Right to negotiate different terms and related price adjustments.** Offered prices/rates should assume those terms apply, but the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Agency determines that it is in the State's best interest to do so.
- **Waiver of Minor Irregularities.** The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the Offer or give the Offeror a substantial advantage over other Offerors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. In doing so the Department may request an Offeror to provide, and at the request of the Department the Offeror may provide to the Department, clarifying information or additional materials to correct the irregularity. However, the Department will not request, and an Offeror may not provide the Department with additional materials that affect the price of the Offer, or give the Offeror an advantage or benefit not enjoyed by other Offerors.

**Request to Withdraw an Offer.** A written request to withdraw an offer, signed by the Offeror, may be considered if received by the Department prior to opening.

**J. Rejection of All Replies.**

The Department reserves the right to reject all replies at any time, including after an award is made when to do so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Offeror.

**K. Withdrawal of ITN.**

The Department reserves the right to withdraw the ITN at any time, including after an award is made when to do so would be in the best interest of the State, and by doing so assumes no liability to any Offeror.

**L. Reserved Rights After Notice of Award**

The Department reserves the right to schedule additional negotiation sessions with Offerors identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with those Offerors.

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Offeror at any time prior to execution of a contract.

**M. Public Records**

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, is subject to the Florida public records laws. Sealed proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

**N. Familiarity with Laws**

The Offeror is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect this project. Lack of knowledge by the Offeror shall in no way allow relief from responsibility. All costs associated with compliance shall be borne by the Offeror. The Department shall exercise due care in response to questions concerning matters of law, but if in error, shall not be stopped from asserting the correct principles of law.

**O. Legal Requirements**

Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations or rules shall govern the development, submittal and evaluation of all proposals received in response hereto. Florida law, excluding Florida's provisions on conflict of laws, shall govern any and all claims and disputes, which may arise between persons submitting a Reply hereto and the Agency. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Offeror shall not constitute a cognizable defense against their effect.

**P. Venue**

The validity, interpretation and performance of the lease shall be controlled by and construed under the laws of the State of Florida. Any and all litigation arising under the lease must be instituted in the appropriate court in Leon County, Florida.

**Q. Waiver**

The failure of any party to the lease resulting from this ITN to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of the lease shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

**R. Vendor Registration in MyFloridaMarketPlace.** To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each successful vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1030(3), F.A.C., in order to be paid. If the vendor is already registered in MyFloridaMarketPlace the vendor may include a

signed Certification of Registration. Vendors who are not subject to registration requirements should include proof of exemption by Rule from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, such failure must be remedied prior to execution of a contract, if any.

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### III. ITN REPLY WRITING GUIDELINES; TERMS OF THE REPLY

#### A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

Each Reply should comply with the following requirements and follow the same general order of contents, described as follows. Please note that the items requested must conform to the specifications and requirements contained in this ITN. Offerors should use the checklist set forth in **Attachment J** to confirm that all items, information, and documentation required by this **Article III** and **Article VII** are included in the Reply.

**Mandatory Requirements.** An Offeror must comply with all of the Mandatory Requirements set forth in **Article VII** to be considered for evaluation and selection under this ITN. **A Reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated:**

1. Each reply **MUST** contain 2 hard copies and 2 electronic copies (on Flash Drives in PDF format), or four hard copies of this ITN and the Offeror's reply with each page of the original initialed by the offeror in blue ink.
2. Each reply must be bound and organized in a tab format with a table of contents that references all mandatory and evaluation criteria documentation.
3. The reply must include **Attachment B** –a map of the area around the proposed facility annotated with the location and boundaries of the proposed facility and the location of the Proposed Space in the facility.
4. The reply must include a copy of the recorded deed for the property on which the proposed space is located evidencing clear title to the property in the name if the Offeror or the Offeror's lessor, principal, or optioner.
5. If it's an authorized agent, broker or legal representative of the owner, submit a copy of the Special Power of Attorney authorizing submission of the proposal.
6. The reply must include evidence that an Offeror other than a natural person is duly organized and existing in good standing under the laws of its state or country of organization and is authorized and in good standing under the laws of the State of Florida to do business in the State of Florida.
7. The response on Attachment I.A and I.B- Answers to questions 1 – 10 – Answer must be "YES", signed and dated
8. Attachment I- "Rental Breakdown" must be completed.
9. If proposed space is to be newly constructed, the reply must contain a copy of the DMS approval of the architectural design and preliminary construction plans.
10. **The reply must contain Attachment H** - the Tenant Broker Disclosure and Commissions Agreement must be completed, executed on behalf of the owner.

#### B. ADDITIONAL INFORMATION TO BE SUBMITTED WITH THE REPLY.

1. **Photographs** – All Replies must include photographs of the current front, sides, and rear of the building in which the Proposed Space is located. If the Proposed Space is to be constructed submit architectural renderings instead of photographs.
2. **Attachment E / Certificate of Occupancy** - If the Proposed Space Offered by the Offeror receiving the award requires renovation or tenant build-out or is in a building to be constructed or renovated the Offeror receiving the award must provide, prior to the date that the Proposed Space must be ready for occupancy by the Department, a certificate of occupancy evidencing that the work has been completed in accordance with the requirements of the State Fire Marshal as set forth in **Attachment E** and all other requirement for the space to be occupied.



3. **Attachment F for Proposed Space Not in a facility to be newly constructed** when actual utility bill data is **Not** available for the previous twelve (12) months, including Proposed Space that is not separately metered by the utility provider – **Prior to Lease Execution** the Offeror must submit a DMS approved Energy Performance Analysis based on a computer-based simulation completed in accordance with the requirements of Attachment F and Rule 60D-4.007, F.A.C.
4. **Criteria for Alternative Designs for Proposed Space in a facility to be newly constructed** - If the Proposed Space is in a building to be constructed **prior to the Lease Execution** the Offeror must submit evidence of compliance with the requirements of Rule 60D-4.004, F.A.C.
5. **Certification of multi-story building live load for Proposed Space in a building to be constructed** - If the Proposed Space is in a building to be constructed, **prior to the award** the Offeror must submit a Certification of multi-story building live load by a structural engineer registered with the State of Florida.
6. **Initial Pages of the ITN** - All Replies must include a copy of this ITN with each page initialed by the Offeror.
7. **Public Transportation Schedule and Map** – All Replies must include a public transportation schedule and map identifying bus stops related to the Proposed Space and the distance from the building in which the Proposed Space is located.
8. **Historical Designation** - If the Proposed Space is being submitted as property with a historical designation submit proof of the designation.
9. **Test Fit** - Prior to final negotiation and selection of an Offer or Offers, a “test fit” of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Offeror.
10. All Offerors must submit **with the Reply** a floor plan showing present, or if new construction is proposed the proposed, layout and configuration of the Proposed Space with dimensions. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein, (**Attachment A**), or as otherwise negotiated with the Agency.
11. All Offerors must submit **with the Reply** the square footage calculations in accordance with the requirements of this ITN.
12. All Offerors must submit **with the Reply** a site layout with all parking spaces and utilization of spaces shown. The Department’s need is 7 parking spaces per 1,000 square feet (7:1,000), but we will consider responses with a minimum of 5 spaces for 1,000 SF, please mark what spaces will be available to the Department.
13. **Attachment D** – the Disclosure of Ownership form must be completed, executed on behalf of the Lessor, and submitted **with the Reply**.
14. **Attachment G** – Employment Eligibility Verification must be completed, executed on behalf of the Lessor, and submitted **with the Reply**.

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15. If the Proposed Space is occupied by a tenant at the time that the Reply is submitted the Offeror must submit with the Reply an acknowledgment by the tenant that the tenant will vacate the Proposed Space prior to the lease commencement date.
16. Each Offeror must submit with the Reply Crime statistics from local Law Enforcement Agency for a one-mile radius around the proposed location, for all crimes in the last reported year.

Note: Offerors should use the checklist set forth in **Attachment J** to confirm that all items, information, and documentation required by **Article III** are included in the Reply so that all items are considered for maximum scoring during evaluation.

**C. TERMS OF THE REPLY**

The State reserves the right to negotiate the terms of a Reply including but not limited to such Reply's Financial Terms should a change in any such terms be in the best interest of the State. "Financial Terms" shall include, but not be limited to space square feet, rent rate, free rent, tenant improvement funds, lease term and details of any required build-out. **Note:** If the term of the lease is in excess of 1 fiscal year, including any and all renewal periods and including all leases which constitute a series of leases The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**D. COST OF DEVELOPING AND SUBMITTING THE REPLY**

By submitting a Reply each Offeror agrees that neither DMS, the Agency nor the Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

## **IV. LEASE TERMS AND CONDITIONS**

The following is a listing of required lease terms and conditions your team must submit for review and consideration.

### **DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE**

- A. The Agency is seeking approximately **8,500 (+/- 3%)** square feet of usable space (as defined below) within the described boundaries. Each Submission should specify the amount of space available and the address of such space.

The Reply should specify the amount of "net usable square feet" offered within the minimum-maximum range stated above. The Agency may accept a proposed location containing a lesser square footage if in the best interest of the Agency.

The type of space required is office and will be used to house our Child Protective Investigations and Children's Legal Services operations, as described in Section I on page 2, (Note – this is a 24-7 operation).

Offeror must provide the location of the space in a building(s) (the "**Proposed Space**"), the amount of space available. Any and all references to square feet of the Proposed Space contained in a Reply must be "usable square feet" in accordance with the DMS Standard Method for Measuring Floor Area in Office Buildings (Florida Administrative Code 60H-2.003). The Agency and DMS reserve the right to independently verify the space measurement.

**B. LEASE COMMENCEMENT DATE**

The Proposed Space is to be made available on **January 1, 2021 (or sooner, the department is willing to occupy as soon as 6/1/2020)**. Should the successful Offeror fail to make the space available by the date specified in the Reply, the Offeror shall be liable to the Agency for liquidated damages in the amount of **\$2,000.00** for each additional day after January 1, 2021 until the Proposed Space is made

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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, which the Agency may grant unconditionally, grant with conditions, or deny in the reasonable discretion of the Agency under the circumstances. If the delay is greater than 90 days, the Agency shall have the right to terminate the lease.

**C. TERM AND RENEWAL OPTIONS**

The term of the lease will be sixty (60 required option) or eighty-four (84) or one hundred twenty (120) months from occupancy. The State requires a minimum of Ten (10) renewal options for One (1) years each under the same term and conditions as indicated in **Article 2** of the lease agreement (**Attachment C**). Verify that you will be able to provide the State with this term and these renewal options. As to the renewal options, propose rates for each year of the renewal term(s).

**D. 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 (**Attachment A**). There shall be no pass through of additional expenses.

**E. PARKING**

The Department's need is 7 spaces per 1,000 SF (7:1K), but we will consider responses with 5 spaces per 1,000 SF (5:1K).

**F. PERMITTED USE BY THE STATE**

The State requires a "turn-key" build-out "gross lease" by the Landlord. Therefore, Offeror shall assume all cost risks associated with delivery in accordance with the required space program specifications detailed in **Attachment A**.

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.

**G. LEASE**

**Attachment "C"** to this ITN is the form lease agreement (and related addendum) which contains the general terms and conditions required by the State. Other terms and conditions may be required by the State in order to consummate a transaction. Each Offeror should review this form in its entirety and be prepared to execute it if it is awarded the lease. The lease must be approved by DMS.

**H. OTHER TENANTS**

If the offered space and/or parking spaces (or any portion of either) is presently occupied or will be covered by an active lease(s) at the specified availability need date of this ITN, the Offeror is responsible for providing written documentation, with the Reply, of the tenants' acknowledgment the Offeror's Reply and tenants' ability and willingness to vacate the premises in order to allow Offeror to commence and to satisfactorily complete renovation work which will allow the Agency's specified occupancy date of January 1, 2021. (See Article IV-Lease Terms and Conditions, Section B, page 10).

**I. ENERGY STAR RATING**

The State requires wherever possible that leased space be in an Energy Star rated facility. If the Proposed Space is in an Energy Star rated facility the Reply should so state and evidence thereof should be included in the Reply.

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J. **DISCLAIMER**

This ITN is for solicitation purposes only. It is neither an offer, contract nor an agreement of any kind. In submitting a Reply an Offeror agrees to be bound to the terms contained in that Reply for a minimum of ninety (90) days. Otherwise, neither the Agency nor the Offeror/Lessor shall have any legal rights or obligations whatsoever between them and neither shall take any action or fail to take any action in reliance upon any part of these discussions until the proposed transaction and a definitive written lease agreement is approved in writing by the Agency.

This ITN shall not be considered an offer to lease. The terms of any transaction, if finalized as a result of negotiations, shall not be final nor binding on either party until a Lease Agreement is executed by all parties. This ITN may be modified or withdrawn by the Agency at any time.

V. **REPLY EVALUATION AND NEGOTIATION PROCESS**

**Reply Evaluation and Negotiation Process:** Using the evaluation criteria specified below, the Agency will evaluate and rank Replies and, at the Agency’s sole discretion, proceed to negotiate with Offerors as follows.

B. **PROPOSAL EVALUATION**

1. **Mandatory Requirements.** An Offeror must comply with all Mandatory Requirements to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in Article VII. The Department’s Official Contact Person or his or her designee will examine each Reply to determine whether the Reply meets the Mandatory Requirements. **A Reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.** Meeting the Mandatory Requirements alone will not impact any ranking in the short-listing process. An initial determination that a Reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

Replies that meet the Mandatory Requirements of this ITN and are otherwise responsive will be eligible for evaluation. Such responsive Offerors will be evaluated and ranked, and a Short List of Offeror(s) selected for negotiation. Following negotiations, the Department will post a notice of intended award on the VBS Web Site, identifying the Offeror or Offerors selected for award. Final contract terms will be established with the selected Offeror(s).

2. **EVALUATION CRITERIA.** All Submissions will be evaluated on the factors below:

<p><b>Criterion 1 - Rental rates per square foot for basic term of lease:</b>  Rental rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of <u>1.73%</u> Each Offeror’s rental rate per square foot for each year of the basic term of the lease will be totaled and averaged.  The following formula will be used to calculate the score for this criterion:  (Lowest average rental rate per square foot offered / Offeror’s average rental rate per square foot offered) x Total Maximum Points = Offeror’s Score for this criterion.</p> <p style="text-align: right;"><b>Maximum points: <u>30</u></b></p>
<p><b>Criterion 2 - Rental rates per square foot for optional renewal terms of lease:</b>  Rates evaluated, using total present value methodology for renewal terms of lease, by application of the present value discount rate of <u>1.73%</u> Each Offeror’s rental rate per square foot for each year of the basic term of the lease will be totaled and averaged.  The following formula will be used to calculate the score for this criterion:(Lowest average rental rate per square foot offered / Offeror’s average rental rate per square foot offered) x Total Maximum Points = Offeror’s Score for this criterion.</p> <p style="text-align: right;"><b>Maximum points: <u>10</u></b></p>

**Criterion 3 - Location: The effect of the facility's location on the efficient and economical conduct of Agency operations planned for the requested space. Proximity of facility to the department's preferred boundary.**

- A. Within Preferred Boundary **10 pts**
- B. More than 0 up to 2-mile from Preferred Boundary **6 pts**
- C. More than 2 and up to 4-mile from Preferred Boundary **4 pts**
- D. More than a 4-mile from Preferred Boundary **2 pts**

**Maximum points: 10**

**Criterion 4 - Parking: The Department needs 7 parking spaces per 1,000 SF (7 per 1K), but will consider proposals that offer 5 parking spaces per 1,000 SF (5 per 1K)**

- A. Exclusive contiguous parking adjacent to the building (7 per 1K) **10 pts**
- B. Non-Exclusive or non-contiguous parking adjacent to the building (7 per 1K) **8 pts**
- C. Exclusive/non-exclusive, contiguous/non-contiguous parking onsite (7 per 1K) **6 pts**
- D. Exclusive/non-exclusive contiguous/non-contiguous on-site parking (6 per 1K) **3 pts**
- E. Offsite parking or 5 spaces per 1,000 SF (5 per 1K) **2 pts**

**Maximum points 10**

**Criterion 5 – Distance of the offered space from public transportation:**

- A. Within zero (0) to two tenth (0.2) mile radius **5 pts**
- B. More than two tenth (0.2) up to four tenth (0.4) mile radius **2 pts**
- C. More than four tenth (0.4) up to five tenth (0.5) mile radius **1 pt**
- D. More than five tenth (0.5) mile radius **0 pts**

**Maximum points: 5**

**Criterion 6: Facility present condition- proximity to a physical plant, (including the physical characteristics of the building and the property the building sits on, adjacent structures and surrounding neighborhood.**

Each question below will receive 1 point if the answer is "yes" or 0 points if the answer is "no".

- A. Are there good transportation links?
- B. Are there amenities (gas stations, restaurants, convenience stores, etc.) sufficient to meet the needs of the occupants of the Proposed Space?
- C. Does the building have a security system relatively adequate to protect the persons and property of the occupants of the proposed space?
- D. Is the building well-maintained?
- E. Are the surrounding properties, buildings, streets and sidewalks relatively well maintained, free from debris and visible evidence that the properties or buildings are in violation of any law, ordinance, rule or regulation, and any enforcement proceedings relating thereto, or are being used for any unlawful purpose

**Maximum points: 5**

**Criterion 7:**

**Security issues posed by the building, associated parking and surrounding neighborhood, as evidenced by police reports, quality of exterior lighting and obstructed entrances/exits.**

Each question below will receive 1 point if the answer is “yes” or 0 points if the answer is “no”.

- A. Are there perimeter controls such as gates, fences, walls, landscaping, etc. that restricts access to the property?
- B. Are the parking lots well marked and well-lit at night?
- C. Are the sidewalks and walk ways enshrouded by over growth and easily seen and are there no hidden alley ways, access routes or hiding places?
- D. Are there amenities present (lighting, patrolled hallways and parking areas, escorted ingress/egress,etc.) that aid after hour access and operation?
- E. Do the police reports indicate that the Proposed Space is located in a relatively safe neighborhood?

**Maximum points: 5**

**Criterion 8: The extent to which the offered space is designed for efficient layout and good utilization of space and energy** (i.e. house service units in proximity to interdependent units, Sustainable building Rating or Energy Rating).

Each question below will receive 3 points if the answer is “yes” or 0 points if the answer is “no”.

- A. Is the offered space in a square or rectangle and not a building that is shaped differently?
- B. Is the present configuration of the offered space in an open plan that requires a lower tenant improvement cost?

**Maximum points: 6**

**Criterion 9: The contiguity of the offered space** (providing the aggregate square footage in a single building on a single floor is preferred):

- A: Aggregate space in a single building, single floor on a first story. **10 pts**
- B: Aggregate space in a single building, on two or more floors or upper floor **5 pts**
- C: Aggregate space in two buildings, connected by sidewalks/overhangs, on a single floor **2 pts**
- D. Aggregate space in two buildings, connected by sidewalks/overhangs, on two or more floors **1 pt**
- E. Aggregate space in two buildings, not connected by sidewalks/overhangs or aggregate space in three or more buildings **0 pts**

**Maximum points: 10**

**Criterion 10: Collocation Space Availability** (Offer has an additional 24,000 square feet of space available to house our community partner)

- A. If additional space is available for collocation **5 pts**
- B. If no addition space is available for collocation **0 pts**

**Maximum points 5**

**Criterion 10: Building BOMA Rating** (At time of submittal):

- |           |                           |                                 |
|-----------|---------------------------|---------------------------------|
| Class A-  | A Building = <b>4 pts</b> |                                 |
| Class B-  | B Building = <b>3 pts</b> |                                 |
| Class C - | C Building = <b>2 pts</b> |                                 |
| Class D - | D Building = <b>0 pts</b> | <b>Maximum points: <u>4</u></b> |

**3. Evaluation Methodology.** The Department will appoint 3 or more persons to evaluate the Replies who collectively have experience and knowledge in the program areas and space requirements for the built-out office facilities and related infrastructure being sought by this solicitation. The Department reserves the right to change the evaluators in its sole discretion upon posting the change on the VBS Web Site.

The Department's evaluators will evaluate Criteria 3-10 of each Reply, total the scores of each criterion to calculate each Offer's Total Score for Criteria 3-10, and forward their evaluation sheets to the Department's Official Contact Person. The Department's Official Contact Person or his or her designee will calculate the scores for Criterion 1-2 and 3-10 of each Reply and total the scores of each criterion to calculate each Offer's Total Score for Criteria 1-2, and 3-10.

The Department's Official Contact Person will average the total of all evaluators' Total Scores for Criteria 1-11 for each Offeror, yielding that Offeror's Average Score for Criteria 1-10. The Department's Official Contact Person will add each Offeror's Average Score for Criteria 6-8 and each Offer's Total Score for Criteria 1-10 yielding the Offeror's Average Total Score.

**4. Debriefing Meeting.** Following completion of the independent evaluations of the replies, and site visits, the Department's Official Contact Person or his or her designee will hold a debriefing meeting with the evaluation team. The purpose of the meeting is to ensure that all evaluators have generally used the same information from the Offerors' replies as the foundation for their scoring, and that there have been no misunderstandings regarding the meaning of any evaluation criteria. Once scores are given to the Department's Official Contact Person, they may not be altered in any way, except to reconcile mathematical errors

**5. Ranking and Short Listing.** The Department's Official Contact Person will rank the Replies from highest to lowest based on the Average Total Score of each Offeror. This ranking will serve as the recommended ranking of the Replies by the Department's evaluators. The Department's Official Contact Person will report the recommended ranking to the Department's Regional Managing Director for the Department's Region in which the space being solicited by this ITN is located (the "RMD") or his/her designee, along with a recommended selection, based on the recommended ranking of the Replies, of the Offerors with which to commence negotiations. The Department's Official Contact Person will also provide the RMD with a report on Replies deemed nonresponsive, which may include a recommendation that one or more otherwise responsive Replies be deemed ineligible for award due to the qualifications of the Offeror or the quality of the Reply.

The RMD or his/her designee may accept the recommended ranking of the Replies by the Department's evaluators, in which case no scoring of the Replies by the RMD or his/her designee will be required, or rescore and re-rank the Replies based upon the criteria set forth in Section V.B.2. The RMD or his/her designee shall then select, based on the ranking of the Replies as recommended by the Department's evaluators or as re-ranked by the RMD or his/her designee, one or more Offerors (the short list) with which to commence negotiations. The RMD or his/her designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the Offeror or the quality of the Reply. Upon the selection of the short list of Offerors with which to commence negotiations by the RMD or his/her designee, the Department will post the ranking of the Replies and the short list on the VBS Web Site.

**6. Negotiation Process for Final Selection** The Department intends to initially negotiate with all of the highest-ranked Offers in accordance with the ranking and the short list approved by the RMD or his/her designee. The focus of the negotiations will be on achieving the solution that provides the best value to the State. The negotiations may be conducted serially by order of ranking or concurrently with all short-

listed Offerors. However, the Department reserves the right, after posting notice thereof, to expand the short list to include additional responsive Offerors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the State.

The Department reserves the right to require shortlisted Offerors to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the VBS Web Site.

The negotiation process is intended to enable the Department to determine whether and with whom it will contract and to establish the principal terms and conditions of such contract. There will be additional negotiations to finalize all terms and conditions of the contract after a notice of selection is posted.

After the initial negotiation session with the selected short-listed Offeror(s), in its sole discretion the Department shall determine whether to hold additional negotiation sessions and with which Offeror(s) it will negotiate. The Department reserves the right at any time after the initial negotiating session to:

- a. Negotiate with all responsive and responsible Offerors, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but after the initial negotiating session with the short-listed Offeror(s) the Agency/Tenant Broker retains the discretion to negotiate with other qualified Offerors as deemed appropriate.
- b. Schedule additional negotiating sessions with any or all responsive Offerors;
- c. Require any or all responsive Offerors to provide additional or revised detailed written proposals addressing specified topics;
- d. Require any or all responsive Offerors to provide a written best and final offer;
- e. Require any or all responsive Offerors to address services, prices, or conditions offered by any other Offeror;
- f. Pursue a lease with one or more responsive Offerors for the space and infrastructure encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- g. Select one or more Offerors for the space encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written proposals or request for best and final offers;
- h. Pursue the division of leases between responsive Offerors by type of service, type of space or the cost thereof, size of space or the cost thereof, configuration of space or the cost thereof, or geographic area, or any of them;
- i. Contract for the lease of a portion of the space being solicited by this ITN with one Offeror and the balance of the space being solicited by this ITN with one or more other Offerors;
- j. Award Lease(s) for less than the entire space or less than all services or amenities encompassed by this solicitation, or both;



- k. Arrive at an agreement with any responsive Offeror, finalize principal lease terms with such Offeror and terminate negotiations with any or all other Offerors, regardless of the status of or scheduled negotiations with such other Offerors;
- l. Negotiate concurrently or separately with competing Offerors.
- m. Decline to conduct further negotiations with any Offeror;
- n. Reopen negotiations with any Offeror;
- o. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation;
- p. Review and rely on relevant information contained in the Replies received pursuant to this ITN;
- q. Review and rely on relevant portions of the evaluations conducted pursuant to this ITN; and
- r. After posting notice thereof, to withdraw or amend its Notice of Award and reopen discussions with any Offeror at any time prior to execution of a contract.

The Department also reserves the right to withdraw this ITN at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Offeror.

The Department reserves all rights described elsewhere in this ITN. The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Offeror or Offerors affected and whether to provide concurrent public notice of such decision.

Negotiations between the Department and Offerors are exempted from the public meetings requirements of s. 286.001, F.S., and s. 24(b) of Article 1 of the State Constitution by s. 286.0113(2)(b)1, F.S. The initial organizational meeting of the negotiation team (if held) and the final meeting of the negotiation team to develop a recommendation for award are open to the public. Negotiation strategy meetings of the Department's negotiation team are exempted by s. 286.0113(2)(b)2, F.S. The Department will record all meetings of the Department's negotiation team.

**Exempted negotiations and Offerors' presentations to the Department's negotiating team will be recorded. Any discussions between or among any members of the Department's negotiating team about this ITN, any Reply, or any offer will be recorded. Except for discussions and communications between the Department's lead negotiator and an Offeror's lead negotiator, all discussions or communications between the Department's negotiating team and an Offeror's negotiating team must include all members of both teams.**

**7. Final Selection and Notice of Intent to Award Contract.** The Department will select for award of the lease the responsive Offeror or Offerors as determined by the RMD or his or her designee to provide the best leasing value to the State based on the criteria set forth in **Section V.B.2.**

The Department's negotiating team will develop a recommendation as to the award that will provide the best leasing value to the State based on the selection criteria specified in **Section V.B.2.** In so doing, the negotiation team is not required to score the Offerors, but will base its recommendation on the criteria specified in **Section V.B.2.** The recommended award of the negotiation team shall serve as a recommendation only.

**8. The RMD's Approval.** The RMD or her/his designee will approve an award that will provide the best leasing value to the State, based on the criteria in **Section V.B.2**, taking into consideration the recommended award by the negotiating team. In so doing, the RMD or his/her designee is not required to score the Offerors, but will base his or her recommendation on the criteria set forth above. If the RMD or his or her designee determines that two or more Replies most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, Florida Administrative Code and Section 295.187, Florida Statutes.

**9. Posting Notice of Award.** The Department will post a Notice of Intent to Award Lease, stating its intent to enter into one (1) or more leases with the Offeror or Offerors identified therein, on the VBS Web Site.

## **VI PROTEST PROCEDURES**

Any person who is adversely affected by the decision or intended decision made by the Department pursuant to this solicitation shall be made in accordance with sections 120.57(3) and 255.25(3)(d), Florida Statutes, and Rule 28-110, Florida Administrative Code and shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the notice of decision, or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed (Saturdays, Sundays, and state holidays included).

### **A. Protests of Terms, Conditions and Specifications**

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking replies, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed (Saturdays, Sundays, and state holidays included).

### **B. Bond Must Accompany Protest**

When protesting a decision or intended decision pertaining to this solicitation (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post with the Department at the time of the filing of the formal written protest a bond payable to the Department in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs that may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

### C. Filing a Protest

A notice of protest, formal protest, and bond are “filed”, when received by the Department’s Official Contact Person listed in **Section II.D above**. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department’s Official Contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

## VII. Mandatory Requirements

An Offeror must comply with all of the following Mandatory Requirements to be considered for evaluation and selection under this ITN. Please note that the items requested below must also conform to the specifications for Mandatory Requirements contained in Attachment J. A reply that fails to meet the Mandatory Requirements or the specifications for Mandatory Requirements will be deemed nonresponsive and will not be evaluated. Offerors should use the checklist set forth in **Attachment J** to confirm that all items, information, and documentation required by **Article III** and this **Article VII** are included in the Reply.

- A. Replies must be received at the specified place and by the specified date and time.
- B. All Offerors must comply with all requirements of and submit with the Reply all documentation required by **Article III, Section 2** regarding control of the Property.
- C. **Response to Article IV** – All Replies must include a response to all of the “Lease Terms and Conditions” in **Article IV**, clearly delineated and specific to **Article IV** questions, terms and requirements.
- D. **Attachment B** – All Offerors must submit with the Reply a map of the area around the proposed facility annotated with the location and boundaries of the proposed facility and the location of the Proposed Space in the facility.
- E. All Offerors must submit with the Reply a floor plan showing present, or if new construction is proposed the proposed, layout and configuration of the Proposed Space with dimensions. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein, (**Attachment A**), or as otherwise negotiated with the Agency.
- F. All Offerors must submit with the Reply the square footage calculations in accordance with the requirements of this ITN.
- A. All Offerors must submit with the Reply a site layout with all parking spaces and utilization of spaces shown, Department’s need of 7 parking spaces per 1,000 SF (7:1,000) available to the Department. Department will consider offers with a minimum of 5 parking spaces per 1,000 SF (5:1,000), please mark your responses accordingly. An Offeror for Proposed Space in a multiple tenant facility must include the total number of parking spaces and parking commitment to other tenants.
- B. **Attachment D** – the Disclosure of Ownership form must be completed, executed on behalf of the Lessor, and submitted with the Reply.
- C. **Attachment F for Proposed Space Not in a facility to be newly constructed when actual utility bill data is available for the previous twelve (12) months** - The Offeror must submit at time of Lease Execution

Please initial Offeror acknowledgement on all pages of this submittal form: \_\_\_\_\_ ITN #590:3162-A

a DMS approved Energy Performance Analysis based on actual utility bill data for the previous twelve (12) months completed in accordance with the requirements of Attachment F and Rule 60D-4.007, F.A.C..

- D. **Attachment G** – Employment Eligibility Verification Offeror must be acknowledged and agreed in Attachment I.
- E. All Offerors proposing space in a building to be constructed must submit at the time of Lease Execution a copy of the DMS approval of the architectural design and preliminary construction plans.
- F. **Attachment H** - the Tenant Broker Disclosure and Commissions Agreement must be completed, executed on behalf of the owner, and returned with the Reply.
- G. **Attachment I** – All Offerors must submit with the Reply properly completed copy of the Description of the Proposed Space and Certifications Regarding Public Entity Crimes and Lease Terms and Conditions with each page initialed on behalf of the Offeror, executed on behalf of the Offeror in both places where indicated, notarized and witnessed as specified therein. All certifications on page 2 must be checked “Yes”.
- H. If the Proposed Space is occupied by a tenant at the time that the Reply is submitted the Offeror must submit with the Reply an acknowledgment by the tenant that the tenant will vacate the Proposed Space prior to the lease commencement date.
- I. **Certification of multi-story building live load for Proposed Space in an Existing Building** - If the Proposed Space is in an existing building the Offeror must submit prior to award a Certification of multi-story building live load by a structural engineer registered with the State of Florida.
- J. Each Offeror must submit with the Reply Crime statistics from local Law Enforcement Agency for a one-mile radius around the proposed location, for all crimes in the last reported year.
- K. All Offerors must initial each page of a copy of this ITN and submit it with the Reply.

Note: Pursuant to s. 119.071(1)(b)2, F.S., Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from the requirements of s. 119.07(1), F.S. and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

## VIII. ITN Definitions

**BOMA Building Classifications:** As defined by the Building Owners and Managers Association

**Class A:** Building has excellent location and access to attract the highest quality tenants. Building must be of superior construction and finish, relatively new or competitive with new buildings, and providing professional onsite management.

**Class B:** Building with good location, management and construction land tenancy. Can compete at low end of Class A. Class B building finishes are fair to good for the area and systems are adequate.

**Class C:** Generally an older building with growing functional and/or economic obsolescence. Building competes for tenants requiring functional space at rents below the average of the area.

Please initial Offeror acknowledgement on all pages of this submittal form: \_\_\_\_\_ ITN #590:3162-A

**Class D:** An older building in need of extensive renovation as a result of functional obsolescence or deterioration.

**Boundary:** The precise geographic area defined by lines, streets, or roads, denoting the area for the acceptable location of a site/facility. To be considered within the specified given boundaries, the site or facility must be located within or abuts the defined lines of demarcation. (**Attachment B**)

**Business Day:** Working days occurring Monday through Friday, except legal holidays observed by the State of Florida. The terms "working days" and "business days" may be used interchangeably.

**Certificate of Occupancy:** The certificate issued by the appropriate official from the jurisdiction or jurisdictions where the offered property or facility is located, which signifies that the building or structure has met all construction requirements of such jurisdiction, and that the structure or facility may be occupied by people.

**Certified Minority Business Enterprise (CMBE):** A business which has been certified as a minority business, by the Office of Supplier Diversity, Department of Management Services.

**Common Area:** Any area of a building whose use is shared by other tenants. Examples include primary lobby, restrooms, primary (entrance) corridors, etc.

**Covenants:** Clauses in the lease or underlying deed, which define or limit the rights and obligations of the Lessor or the Lessee.

**Date of Occupancy:** The date following the issuance of any applicable certificate of occupancy when a building or facility has been inspected and is accepted by the Department.

**Day:** One calendar day.

**Department:** Refers to the State of Florida's Department of Children and Families, which is issuing this Invitation to Negotiate (ITN), or its successor in interest.

**Disclosure Statement:** A statement listing the names, addresses, occupations and percentage of ownership for any individual(s) who hold(s) 4% or more interest in the property or entity holding title to the property being leased to the State. ("**Attachment D**")

**Energy Performance Index:** A number describing the energy limits of a facility per square foot of floor area per year stated in BTU consumption per square foot per year. (**Attachment F**)

**Energy Star:** Is a joint program of the U.S. Environmental Protection Department and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices.

**Exclusive Parking Spaces:** Parking designated and identified by the Offeror for the sole and exclusive use of the Lessee 24 hours per day, 7 days per week, without interference from or concurrent use by others. By offering parking spaces, the Offeror agrees to take whatever steps are necessary to assure that the Department enjoys exclusive use of those spaces as described here unless agreed otherwise in writing.

**Existing Building/Facility:** To be considered existing, the Proposed Space shall be enclosed with a roof system and exterior walls in place.

**Foot-candle:** The illumination of a surface one foot distance from a source of one candle, equal to one lumen per square foot. For purposes of this ITN, foot-candles shall be measured using a General Electric Type 214 Light Meter or its equal to be supplied by the Offeror.

**Full Service Lease:** Services to be provided by the Offeror, include all utilities, water, interior and exterior maintenance, recycling services, garbage disposal, janitorial services and supplies as specified in (**Attachment C**). Taxes and insurance shall be the responsibility of the Offeror. The Offeror shall be responsible for all build-outs and clean ups. Offeror shall deliver the completed space as specified within the proposal submittal form.

Please initial Offeror acknowledgement on all pages of this submittal form: \_\_\_\_\_ ITN #590:3162-A

**Infrastructure** – Monthly reoccurring costs associated with separate facilities, to include but not limited to T1 wiring, 3 meg wiring and 6 meg wiring.

**Invitation to Negotiate:** The ITN consists of the package of documents by which the Department seeks to lease real property to meets its needs.

**Lease:** The Department of Management Services Lease contract entered into by a Department and the successful Offeror to this ITN. The lease shall incorporate, among other provisions, the contents of this ITN and the successful Offeror's response to this ITN, except as specifically provided to the contrary in the lease document and which gives the Department a current possessor interest in the building or facility. The terms "lease" and "contract" may be used interchangeably.

**Lessee:** A person who acquires the right to possession and use of premises under a lease.

**Lessor:** A person who transfers the right to possession and use of premises under a lease.

**Market Rate:** Average rate of similar properties and services associated with those properties in a defined geographic region as defined by the engaged tenant broker's Independent Market Analysis.

**Offeree:** The Department who will acquire the right to possession and use of premises under a lease.

**Offeror:** Any firm or person, who submits written Replies for consideration, which will eventually transfer the right to possession and use of premises under a lease.

**Owner of Record:** Individual(s) or Entity listed as owner on recorded deed. Recorded Deed shall show Clerk of the Courts Book and Page Numbers.

**Proposal:** All materials submitted by an Offeror in response to this ITN.

**Public Entity Crime:** As defined in Section 287.133, Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Replies or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. (Attachment C, Addendum E)

**Prospective Offeror:** Any firm or person who submits a Reply to the Department in response to this ITN.

**Renewal Rent** - The total rent over the renewal options of the lease.

**Rent** - The total rent over the base term of the lease.

**Responsive Proposal:** A proposal, which conforms in all material respects to this ITN.

**Standard Lease Agreement:** Lease Form Number 4054 on which leases for real property are written.

**State:** The State of Florida and its departments, boards and commissions, officers and employees.

**Subcontractor:** Any person other than an employee of the Offeror who performs any of the services listed in this ITN for compensation.

**"Test-Fit":** A test fit is the first attempt to show the proposed office space criteria on paper in the form of a preliminary space plan. The test fit determines if you can "fit" into a specific space or how much space you will actually need to build out the space.

**Engaged Tenant Broker:** Contractor hired pursuant to Section 255.25 (3)(g),F.S., by the Department to work on its behalf to locate, negotiate and consummate a lease for requested space

**UPS:** Un-interruptible power supply.

Throughout this ITN, the singular may be read as plural and the plural as singular. Gender is intended to be neutral.

## X. ATTACHMENTS

This ITN contains numerous Attachments each of which is an integral part of this ITN. The Attachments include the following:

- 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 of Ownership – Each Offeror must complete and return this form with the Reply.
- Attachment E** 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 – This Attachment provides a description of the State’s energy requirements for the Proposed Space.
- Attachment G** Employee Eligibility Verification – This Attachment requires each offeror to enroll and participate in the Employment Eligibility Verification Program (“E-Verify”) administered by the U. S. Department of Homeland Security (“DHS”)
- Attachment H** Agency Disclosure and Commissions Agreement – This attachment provides an Agency Disclosure and Commissions Agreement relating to The Tenant Broker as agent for the State. Each Offeror must execute and return a copy of this Agreement with the Reply.
- Attachment I** Description of the Proposed Space and Certifications Regarding Public Entity Crimes and Lease Terms and Conditions
- Attachment J** **Documentation Checklist.**

Each Offeror should read and understand each Attachment in its entirety prior to completion of the Reply. 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. Indicate your review and understanding of the Attachments below.

THIS SPACE INTENTIONALLY LEFT BLANK

## Attachment A

The successful Offeror shall furnish all services. Services provided by the Offeror shall include all necessary build-out and clean up. The Offeror shall provide the Department with 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, monthly pest control, telephone purchase and installation and other services as required.

Space to be designed to accommodate the approximate size and number of offices/rooms listed below. The proposer shall provide a scale drawing of the proposed.

### SPACE REQUIREMENTS:

Number and approximate size of offices and rooms for internal space requirements

<b>CHILD PROTECTIVE INVESTIGATION UNITS</b>				
Number	Type	SF Size Each	Net Sq/Ft	Special Requirements
<b>PERSONNEL AREAS</b>				
1	Type B-Administrator	150	150	Enclosed Office Interior or Window
15	Type C- Manager & Professional Office for Managers Requiring Confidentiality	100	1,500	Enclosed Office
2	Shared office for multiple staff (3)	200	400	Enclosed Office
40	*Type E-Workstation for ParaProfessionals	42	1,680	Modular Workstation
<b>Standard Support Areas</b>				
1	LAN Room	75	75	A/C 24/7
2	Storage area	120	240	
1	Copy/Mail Area	200	200	Need phone line installed for FAX machine
1	Conference Room	700	700	Floor to Ceiling with Divider
1	Conference Room	250	250	
1	Receptionist / Lobby	150	150	Secure wall to separate lobby / receptionist
1	Open Team Work Room	100	100	
		<b>Sub-total</b>	<b>5,445</b>	
		<b>25%</b>	<b>1,635</b>	
		<b>Total</b>	<b>7,080 SF</b>	
<b>PUBLIC-USE AREAS</b>				
1	Client restroom	75	75	
2	Interview Rooms	100	200	Floor to Ceiling
2	Play Rooms	150	300	
<b>SPECIAL-USE AREAS</b>				

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1	Breakroom	300	300	
2	File-Storage Room	120	240	
1	Lactation Room	75	75	Floor to Ceiling
		<b>Sub-total</b>	<b>1,115</b>	
	Circulation	30%	335	
		<b>Total</b>	<b>1,450 SF</b>	
		<b>Net Usable</b>	<b>8,530 SF</b>	

\*- All quotes must include modular systems however the size of the cubicle will be negotiated.

**\*\*NOTE:** Restrooms, mechanical rooms, janitorial closets, stairwells, etc., are NOT to be included in calculating net rentable square footage proposed.

**\*\*\*Special Requirements:** Independent/Dedicated AC unit 24/7. Approximately 7000 to 9000 BTU for 10 x 10 room. If room is smaller, then 3000 to 5000 BTU.

**Rest Rooms:** Must meet the Local Building Code requirements, and the requirements of the Americans with Disabilities Act of 1990 and the requirements of the Accessibility by Handicapped Persons, Section 553.504 (12 – 13), Florida Statutes. Toilets must be Commercial grade, high efficiency, comfort height, tankless toilets.

**MEN’S WOMEN’S UNISEX**

Public 1 ADA Unisex Restrooms in Lobby

Staff Total Number to be dictated by Local Building Code, including 2 ADA

Provide electric hand dryers in public restrooms and hand towel dispensers in employee restroom. All toilets shall be commercial grade power flush. Ceramic Tile shall be installed on both floor and walls, in all employee and public restrooms. Both public and employee restrooms must meet the requirements of the accessibility Requirements Manual published by the Department of Community Affairs and the Americans with Disabilities Act of 1990.

**Refrigerated Drinking Fountains:** Provide at least 1 per floor immediately adjacent to staff restroom. Water fountains with drinking fountains that include a bottle-filling station are preferred.

**Note:** Must meet the requirement of ADA/ANSI Standard A117.11980, Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People. (Your local building official should have a copy.)

**Lighting –Existing:** All leased space to be provided with fluorescent lights to provide a minimum lighting level of:

10 foot-candles - halls and corridors, etc.

30 foot-candles - other public areas

50 foot-candles- offices, classrooms, conference rooms, etc.

50 foot-candles- computer rooms (Measured with a General Electric type 214 Light Meter)

Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly.

**Breakroom –** The employee breakroom area shall have a sink with hot water, countertops and upper / lower cabinets. Lessor shall also provide a side-by-side refrigerator/freezer with functional ice and water dispensers,

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and a commercial grade microwave. Also provide outlets at the counter level for other kitchen appliances.

**Electrical Requirements:** Proposer shall provide: three (3) duplex receptacles per office, maximum three (3) offices per circuit; four (4) dedicated circuits for each breakroom; class "B" surge protection on all 120/208 circuit break panels; Dedicated circuits as required for printers, copiers, etc. ground resistance test to assure less than 5 ohm better; housekeeping circuits separate from office circuitry; building must comply with National Electric Code latest edition at the time of occupancy; 20-amp circuit required for every six (6) workstations or computer stations.

**Telephone and Computer Requirements:** The building owner shall provide the required facilities and labor to install communications for voice and data. All voice and data drops, also referred to as "station wires" will require termination to a patch panel located in the LAN room and at the workstation or office into a jack, with both ends of the run numbered accordingly, utilizing modular inserts in the LAN/Telecommunication Room. Telephone and data drops to be indicated on floor plans when available.

**Voice and Data Drop (wiring) Installations**

Additional line installations not specified in this section shall be indicated on blueprint as to their termination points. These lines will be installed technically equivalent to those installed in the permanent and modular office locations and will require a Dual Modular Wall Jack Note: In some cases, may require only a Single Modular Wall Jack. All drops must be accessible, not covered by furniture or cubical structures.

All voice and data drops will be rated Category 6 or Higher and will follow the ANSI/EIA/TIA 568-B Telecommunications Cabling standards. Each station wire will be terminated at each end to an RJ45 modular insert or plug.

The installation shall include one or more Category 6 or Higher rated data cable to each permanent office and/or modular office location. All CAT 6 or Higher data cables will terminate in each permanent and modular office on a dual or single modular face plate (where applicable and needed). Label the wall plate using a proper naming scheme. All data drops, or station wires shall be terminated in a modular jack assembly using the ANSI/EIA/TIA 568-B configuration. All data drops, or station wires shall be certified, tested and clearly labeled at both ends with the station number.

Additional station wire/data drop locations not specified in this section shall be indicated on blueprint as to their termination points. These station wires/data drops shall be installed equivalent to those in the permanent and modular office locations. These station wires shall meet the same requirements as stated.

Station wires/Data Drops shall be "home runs" from the wall jack location to the telecommunications network/server room. There shall be two (2) feet of slack in the cable at the office end. Slack cable shall be pulled and suspended into the ceiling when installing the wall jack assembly.

All data station wires will be terminated following the ANSI/EIA/TIA standard 568B configuration on a 48-port RJ45 modular patch panel with Category 6 rated inserts, which will be rack mounted. The patch panel is to be organized for one-to-one switch patching. Each 48-port modular patch panel should have space allocated between them for a 48-port switch. There should be patch cables for each drop, at the rack and at the workstation or office. A minimum of One Patch Panel Rack and One Equipment Rack to be provided by Awarded Bidder, (Rack Specifications: 42U 19" rack frame 7' height, 4-post open rack(s) in the building network/server room. All Racks to include both Horizontal and Vertical wire management to be provided by Awarded Bidder. Please Note mandatory requirement: 5' and 3' RJ45 Category 6 patch panel cables and 14' Category 6 patch

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cables for offices and open areas to be provided by the Awarded Bidder at each termination point to allow for connection to agency computer and network/server equipment.

Analog voice lines are required for this site. If the main telecommunication is not co-located in the server room, then provide a 25-pair copper cable (protected) and terminate between one 66 punch style block in the main telecommunication closet and one 66 punch style block in the server room. Mount the 66 punch style blocks on backboards located in the building's telecommunications equipment room and server room. The Department will provide phone system and phones.

All voice terminations shall be in accordance with standard telephone practices for color-coding. The arrangement of station connecting blocks and cables will be in a manner that reflects good workmanship and practices. All station wires shall be certified, tested and clearly labeled at both ends with the station number. All station wires shall be placed in ceiling using wire management system components to ensure that all wire runs are grouped and suspended throughout their destination, and shall meet all local permitting authority requirements for low voltage wiring, including permitting and installation by a licensed contractor to perform such services in the service area.

Cable installed in ceiling spaces shall be UL listed as to type CMP or UL classified as to having adequate fire-resistance and low-smoke producing characteristics per NEC Article 800-3(B)(2). Any cable run which enters masonry and/or masonry walls shall be in 1/2-inch conduit Any cable run penetrating a fire wall shall be in conduit and packed with fire stop caulking, according to local fire codes. All conduit ends shall have plastic end caps to guard against sharp edges. All cable runs shall be continuous. No splices of cable shall be allowed.

#### **Telecommunication/Server Equipment Room**

There shall be tile floor communication room designated for both voice and/or data communications. The telephone Company entrance cable shall be terminated in the communications room and extended to a 66-style punch block.

As noted in the Voice and data drop installation section, If the main telecommunication is not co-located in the server room then provide a 25-pair copper cable (protected) and terminate between one 66-style punch block in the main telecommunication closet and one 66-style punch block in the server room. Mount 66-style punch blocks on backboards located in the building's telecommunications equipment room and server room.

One #6 AWG ground wire solid copper insulated and bonded to the building ground electrode or ground window has to be provided in the communications room and/or server room.

Provide six (6) dedicated quadruplet receptacles 120-volt 20 amp on each wall of this room.

All the electric circuits in this room should have isolated ground, orange outlets.

A minimum light intensity level of 70-foot candles is requested for this room. In addition, one dedicated quadruple 120 volts 20-amp receptacle shall be mounted on both data equipment and patch panel rack. Also needed are 30-amp at copier locations (NEMA 5-20R)

The Telecom/Server will require a 36" door with one of the two door combination locking mechanism and shall only be accessible from the leased area:

- 1.) A separate mechanical locking Keypad
- 2.) If the building has a security system utilizing security fob readers, then one security fob reader will

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be installed.

The communications room shall be served by a dedicated wall mounted HVAC system, to be dust free and shall be in a location where electromagnetic interference is minimal to ensure a controlled environment.

For data equipment the maximum projected heat dissipation is 1500 BTU/hr. Therefore, A Dedicated HVAC system rated between 7000 to 9000 BTU is required to handle dissipation.

In the telecom/server communications room there shall be a plywood backboard, 4 x 8 feet by 3/4 inches mounted on the longest unobstructed wall 36" above floor level. The plywood shall be affixed in such a manner that it will support the weight of the cable, terminals and other equipment that will be attached to it. The plywood backboard shall be treated with fire retardant material.

Awarded Bidder shall provide one 19" x 7" two post rack for the patch panels and one 45U (7ft.) four post rack for server and telecommunication equipment plus two (2) equipment shelves. All racks will require horizontal and vertical wire management. All racks shall be bolted to the floor after the equipment is installed in the building telecom/server room.

Note: Locations offering multiple floors or in multiple buildings, one or more additional equipment rooms may be required although the size of the room shall be 10'x 12'. Where multiple communications rooms are more than 300 feet apart the Landlord shall provide multi-mode fiber optic (62.5/125 data ceiling drops for APs) cable from the Main Distribution Frame to each Intermediate Distribution Frame. All fiber to be either Seicor or Lucent Technology, or equivalent with ceramic SFP connectors. Fiber shall be no less than 6 strand fiber. It will be the responsibility of the Landlord to provide cable risers to the multiple floor area locations for both telephone and computer lines, and data and electrical drops for any wall-mounted monitors/TVs.

#### **Conference Room Electrical and Data Wiring Requirements and amenities:**

The Proposer will be required to install all electrical and data drops to the training room as proposed in the Blueprint. This will include but not limited to installing all necessary wiring. One wall of the training room will have four rows of computer workstations that will require a dedicated 20-amp electrical circuit for each row terminated on a NEMA 5-20R dual receptacle outlet. For each row we will need six Category 6 data drops terminated near each electrical outlet. These 6 data drops per each row will be terminated with modular inserts and labeled accordingly. The other three walls of the training room will require two dual receptacle outlets on each wall with one corresponding Category 6 RJ45 modular data drop next to each electrical outlet. We also require one RJ45 modular Data Drop mounted just below the ceiling tile for use of one Wireless Access Point supplied by DCF.

The Proper will 2-wall mount electrical outlets in conference room and extra support for TV mounts. Shall also provide an HDMI outlet beside the electric outlet in the TV Mount area and terminated to an operator station area within the conference room, where there shall also be a 110V electric outlet for the presenter.

**NOTE** - If conference room is not located beside the employee breakroom, then the lessor shall provide within the conference room area a kitchenette type amenity, to include a small refrigerator, microwave, counter with sink / cabinets and electric outlets at counter height for other appliances.

**Janitorial Services:** The successful proposer agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as

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required, including but not limited to drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, sanitary napkin disposal bags, toilet seat covers, liquid soap and doormats (weekly service is required) at entrances and exits. All supplies are to be of good quality suitable for lessee's needs.

**Window Covering –Existing:** Exterior windows shall have Solar shades to facilitate sunlight and energy control.

**Floor Coverings:** New carpet squares (24"x24") will be installed prior to acceptance of the building. All individual office spaces and conference rooms shall have at least 26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. **Lounge/Break Room areas, reception areas, entrance, exits and main walk areas shall have vinyl flooring strips (look like wood planks or ceramic tile), and restrooms will be ceramic tiled.** Carpeting shall have UM-44D, ASTM D 3674-81 /UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All vinyl and carpeting shall be a color and by a manufacturer acceptable to the department, which will choose from an assortment of at least three samples provided by the lessor. Carpeting shall be treated to reduce staining.

Weekly floor mat service is required; mats are to be placed at all entrances and exits.

**Maintenance and Repair:** On or about every annual anniversary of the date of occupancy, a maintenance inspection will be conducted by the facilities services manager and the lessor or his representative to review the condition of the building interior, exterior and site. Any discrepancies will be noted, and a date of correction completion established. During the term of the lease, if maintenance and repair items appear that are emergencies or recurring problems that have not received attention within three working days, the lessee will have the right to complete the work, by a contractor of lessor's choice, and send the invoice to the lessor for payment. Non-responsiveness shall be deemed a breach of this lease. Failure by the lessor to correct or repair documented interior problems within 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 lessor agrees to pay any and all attorney's fees of the lessee, as well as impact costs due to decreased productivity.

**Interior identification:**

Lessor will provide interior main directory showing location of all programs, conference rooms, etc. Provide directory signs on each floor and in entrance suites showing programs and/or room use. Provide directional signs as required. Other ADA compliance: raised letter signs with Braille shall be provided to identify all restrooms (handicap symbol on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms. All rooms and/or offices are to be numbered consecutively.

**Exterior identification:**

The department shall have the option to require department signage on the building exterior to be provided by the lessor either at the top of the building or at the entrance. Lessor is to provide vinyl lettering on all entrance doors to designate program(s).

**Note:** All signs must meet requirements of DCA/ADA Accessibility Requirements Manual, and are to be maintained by lessor.

**Security Requirements:**

Lessor shall provide:

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- All outside doors shall be equipped with electronic door locks that is programable to open / close as set, and with panic hardware. Doors that are considered main entrance, or employee entrance shall be equipped with a card swipe lock system, equal to a WIN DX system, to allow tenant to manage access and cards. Outside doors shall default to locked if/when and every time the electrical current fails.
- All interior office doors shall have key lockable locksets, turn-latch or push button on backside, master keyed. Specific locations of these locks will be assigned by DCF Program Administrator upon space-planning. If there are no common area restrooms in the building, all restrooms must also have lockable locksets.
- All opening outside windows shall have interior locks.
- Night illumination is required at all outside doors and all parking areas (minimum of 2 foot-candles) from dusk until dawn weekdays and weekends.
- Provide keys to all locksets in accordance with a master keying system acceptable to the department. Provide 4 master entrance keys.
- Doors leading from the reception area into the office area must be secured and equipped with both keycard access and a buzzer-like entry system with a video camera for client lobby with the ability to pull up real time on cell phone to see who is requesting entry to be controlled by the reception staff.
- The LAN room shall be equipped with a Cipher lock.
- Provide a video surveillance system to cover all entrances to the facility, main lobby and parking areas. Systems shall have the ability to maintain a minimum of 48 hours of video time.

**Fire Prevention:** Lessor 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 633.085, Florida Statutes.

**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 **remote sensors and with digital type thermostat controls in a (lockable room, NA)** with color coded by zone mechanical plan placed on wall and laminated (This can be in the data/ phone room). 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.

**NOTE: LAN room for data/phone must always be cooled to 70 degrees Fahrenheit (requires a dedicated and separate AC unit to maintain 70 degrees Fahrenheit).**

**Occupancy:** The date of lease payment commencement will be determined by the date a Certificate of Occupancy is issued and final acceptance by the State Fire Marshal. In addition, the following criteria have been met:

- All installations are operational and complete;
- A letter of acceptance has been signed by the Issuing Officer.

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Fire Prevention- Lessor 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 633.085, Florida Statutes.

**Miscellaneous Requirements – Offeror Shall Provide:**

- Lessor to provide appliances for the Breakrooms (final number and style to be determined during space planning):
  - At least 2 per breakroom:
    - Refrigerators
    - Microwave Ovens
- Lessor shall:
  - Install a total of four (4) wall-mounted anchors for wall mounted equipment of commercial grade designed to hold up to an 80" LCD TV, with a corresponding electrical and data outlet for each unit. The anchors shall be installed on walls at location and at heights to be specified by the Agency. These electrical outlets are in addition to the electrical requirements as listed on pages 26-29 of these specifications. Anchors shall be of a design that matches the nearby office finishing(s) (i.e., Formica, chair rail, paint color, etc.)

## **ATTACHMENT B**

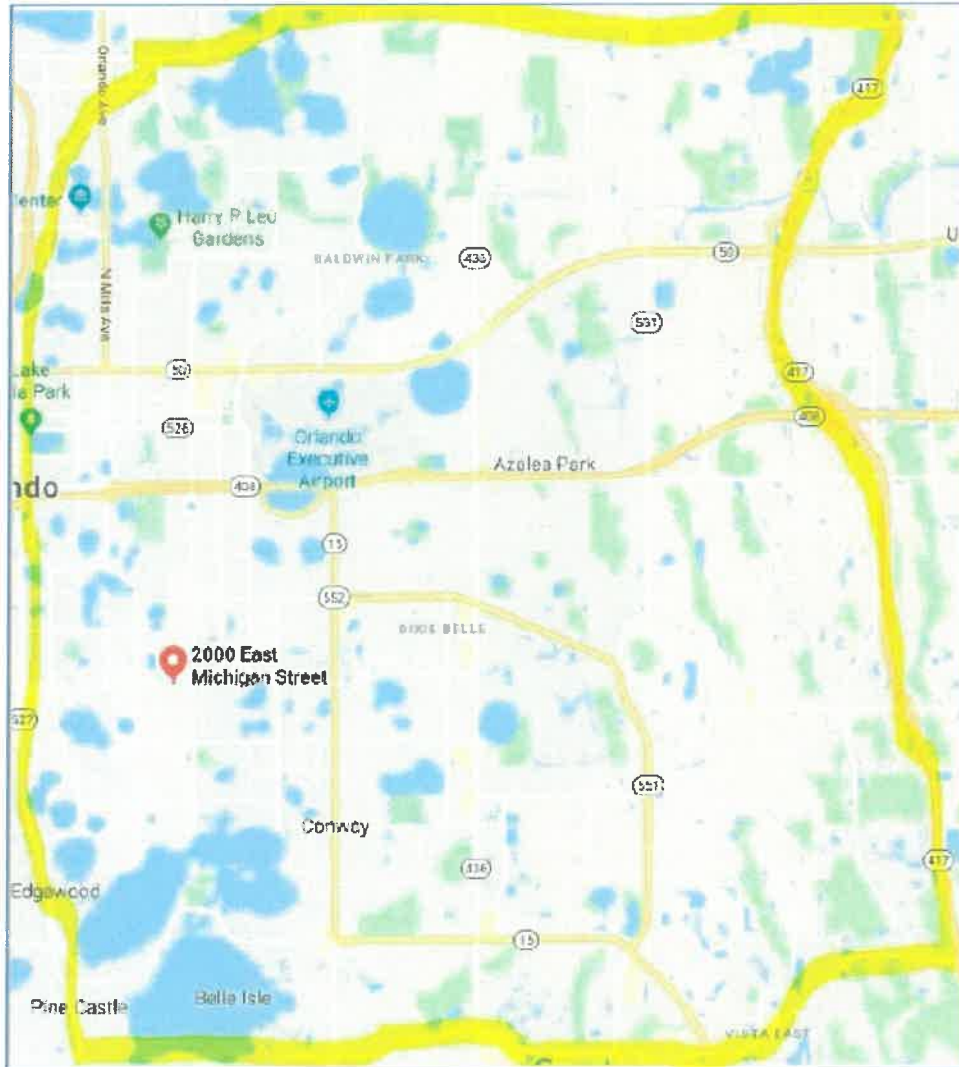
WITHIN THE ORANGE COUNTY, FLORIDA AREAS NOTED BELOW IN THE ATTACHED BOUNDARY

### **BOUNDARY**

WEST – ORANGE AVENUE  
NORTH – SR 426  
EAST – HWY 417  
SOUTH – LEE VISTA BLVD

### **PREFERRED BOUNDARY**

WEST – ORANGE AVE  
NORTH – CORRINE DRIVE  
EAST – GOLDENROD ROAD  
SOUTH – LEE VISTA BLVD



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**ATTACHMENT C**  
**SAMPLE LEASE AGREEMENT**

Lease Number: \_\_\_\_\_

Lease Commencement: \_\_\_\_\_

**Preamble**

THIS LEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between those Parties listed below.

**Parties**

**Lessee:** Florida Department of Children and Families

Agency Name

**Address:** 5920 Arlington Expressway

Street

Jacksonville

City

FL

State

32211

Zip Code

**Lessor:** \_\_\_\_\_

Lessor Name

**Address:** \_\_\_\_\_

Street

City

State

Zip Code

**FEID:** \_\_\_\_\_

OR

**Social Security Number:** \_\_\_\_\_

**1. Description**

- A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

**Description:**

**Building:** \_\_\_\_\_

Building Name

**County:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Street

City

State

Zip Code

consisting of an aggregate area of \_\_\_\_\_ square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately \_\_\_\_\_% of the \_\_\_\_\_ net square feet in the building.

- B. Lessor shall also provide \_\_\_\_\_ exclusive parking spaces and \_\_\_\_\_ nonexclusive parking spaces as part of this Lease Agreement.

**2. Term & Renewals**

- A. The Lease shall begin on:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month

\_\_\_\_\_  
Day

\_\_\_\_\_  
Year

and end at the close of business on

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month

\_\_\_\_\_  
Day

\_\_\_\_\_  
Year

for a term of \_\_\_\_ months.

- B. Lessee, however, is hereby granted the option to renew this Lease for an additional 10/1-year terms upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

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**3. Notices, Rental Invoices & Rental Payments**

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Florida Department of Children and Families  
Agency Name  
 Address: 5920 Arlington Expressway Jacksonville FL 32211  
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: \_\_\_\_\_  
Lessor Name  
 Address: \_\_\_\_\_  
Street City State Zip

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Florida Department of Children and Families  
Lessor Name  
 Address: 5920 Arlington Expressway Jacksonville FL 32211  
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: \_\_\_\_\_  
Lessor Name  
 Address: \_\_\_\_\_  
Street City State Zip

**4. Rent**

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

**A. Base Term**

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
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	-						
	-						

**B. Option Term**

For the renewal options as specified in Article 2, the rental rate shall be:

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual F
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
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**5. Utilities**

- A. The Lessor , Lessee , see Addendum \_\_\_\_\_  will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

**6. Facility Services**

- A. The Lessor  or Lessee  will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor  or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor  or Lessee  agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor  or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor  or Lessee  shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

**7. Accessibility and Alterations**

- A. Lessor agrees that the leased Premises meets, at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, and Sections 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.
- B. The Florida Building Code includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1: All new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3: This code establishes standards for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and any alteration to such buildings and facilities as required by the code.

- C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

**8. Applicable Laws**

Due to the size and/or configuration of the space leased, the following laws apply:

- A.  Section 255.25(3) (e), Florida Statutes, relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of \_\_\_\_\_ has been spent by the Lessor for improvements to the Premises and the Lessor does  or does not  intend to seek reimbursement for these improvements.
- B.  Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor,

upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

C.  **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.

**9. Heating and Air Conditioning**

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

**10. Compliance with Fire Safety Standards**

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. (Chapter 404.056(8), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

**11. Injury or Damage to Property**

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

**12. Expiration of Term**

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

**13. Right to Inspect**

Please initial Offeror acknowledgement on all pages of this submittal form: \_\_\_\_\_ ITN #590:3162-A

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease .

**14. Taxes and Insurance**

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

**15. Subletting and Assignment**

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

**16. Waiver of Defaults**

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**17. Rental Commencement**

Notwithstanding the provisions of Article 2 "Term & Renewals" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and the Premises is thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

**18. Availability of Funds**

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under the Lease is contingent upon an annual appropriation by the Legislature.

**19. Breach of Covenant**

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by Lessor shall not be deemed as any manner of trespass and thereupon any remedy which might otherwise be used by Lessor for arrears of rent or for any breach of Lessee's covenants herein contained shall be terminated, without prejudice.

**20. Not Consent to Sue**

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

**21. Right to Terminate**

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving of six (6) months' advance written notice to Lessor by Certified Mail, Return Receipt Requested.

**22. Public Entity Crime Statement**

Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 36 months from the date of being placed on the convicted vendor list.

**23. Discrimination**

Section 287.134 Florida Statutes, places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or

repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

**24. Use of Premises**

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

**25. Failure to Comply**

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
  - i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
  - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
  - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
  - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default, or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reasons for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

**26. Definition of Terms**

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions, or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**27. Additional Terms**

- D.  No additional covenants or conditions form a part of this Lease
- E.  All additional covenants or conditions appear on attached Addendum(s):

\_\_\_\_\_