



DEPARTMENT OF MANAGEMENT

SERVICES

Invitation to Negotiate ("ITN") for Leased Space

ITN 700:1076

REVISED

PART ONE OF TWO

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http://myflorida.com/apps/vbs/vbs_main_menu

I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Corrections (hereinafter referred to as the "Agency"), requests your participation in a space search in **Seminole County, Florida** [**specific and detailed boundaries are attached hereto as Attachment B**]. The **Department of Corrections** is seeking detailed proposals to provide **6,552 SF**, (+ /- 5%) to house a **Probation and Parole Office**. Competitive proposals must be to provide built-out office facilities and related infrastructure for the occupancy by the Agency. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate, please see **Attachment "A"** which includes the Agency Specifications detailing the build-out requirements.

All responses to Invitation to Negotiate, **700:1076**, (hereinafter referred to as a "Reply" or "Replies") must be received by the date required in Article II, Section A, in written/typed form. All replies must be in a sealed envelope with ITN 700:1076 clearly marked and sent, within the timeframes provided herein, to the Department of Corrections at the address specified in Article II of this Invitation to Negotiate.

The "Offeror" shall mean the individual submitting a Reply to this Invitation to Negotiate, such person being the owner of the proposed facility or an individual duly authorized to bind the owner of the facility. The term "Reply" or "Replies" shall be the Offeror's response to the Invitation to Negotiate. The term "State" shall mean the State of Florida and its Agencies.

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 or none of the respondents at 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, at the State's sole discretion, in the best interests of the State.

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

A. PROPOSAL REPLIES

Complete written Replies are **due by 5:00 PM on January 4, 2011**.

Submissions must include:

- The original Reply and two copies and two electronic copies (on CD-ROMs in PDF format);
or
- Four original copies.

All replies must be in a sealed envelope (or other suitable package) with the ITN number, 700:1076, clearly marked on the outside sealed envelope. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**Florida Department of Corrections – Leasing Section
ATTN: Kime Landes, GOC II, – Room B437
2601 Blair Stone Road
Tallahassee, Florida 32399-2500**

NOTE: 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 are not the responsibility of the State 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.

B. QUESTIONS REGARDING THE ITN

Any questions or clarifications regarding this ITN or its specifications are to be submitted in writing (which may include e-mail) to the Official Contact Person, **Kime Landes**, only as specified in subsection D of this Article.

Any such questions or request for clarification must be received **no later than 5:00 PM on December 10, 2010.**

Material clarifications, changes in specifications, or any other information related to this ITN (as solely determined by the Agency) will be posted on:

http://myflorida.com/apps/vbs/vbs_main_menu

C. KEY ITN DATES

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

DATE & TIME	ITEM / TASK
November 22, 2010	Date the ITN is posted on the State <i>Vender Bid System</i>
December 10, 2010, 5:00 p.m.	Deadline for submitting questions relating to this ITN
December 16, 2010 - 5:00 p.m.	Date answers to questions will be posted at: http://myflorida.com/apps/vbs/vbs_main_menu
January 4, 2011 - 5:00 p.m.	Deadline for receipt of replies
January 5, 2011 - 10:00 a.m.	Opening and location of replies received: Department of Corrections – Leasing Section 2601 Blair Stone Road B410 Tallahassee, FL 32399-2500
January 6 to 14, 2011	Time period for evaluation of replies
January 17 to 20, 2010	Posting of the Short List
January 21 to February 2, 2011	Time period for negotiation with preferred candidates
February 14 to 24, 2011	Estimated date of Notice of Decision or Award

NOTE: All dates are subject to change at the sole and absolute discretion of the Agency.

D. OFFICIAL CONTACT PERSON

Inquires and comments about this ITN are to be directed in writing to:

Name: **Kime Landes**
Title: **GOC II**
Agency: **Department of Corrections – Leasing Section**
Address: **2601 Blair Stone Road (Room B437)**
Tallahassee, Florida 32399-2500
Fax: **850-922-5330**
E-mail: Landes.Kime@mail.dc.state.fl.us

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

E. OFFICIAL CONTACT PERSON - OFFEROR

Offeror MUST provide the contact information requested below in its entirety:

Name: _____

Title: _____

Company: _____

FEID/SS#: _____

Address: _____

City/State/Zip: _____

Business Phone: _____

Fax: _____

E-mail: _____

F. AMENDMENTS TO THE SOLICITATION DOCUMENTS

The Agency shall post amendments to ITN 700:1076 at:

http://myflorida.com/apps/vbs/vbs_main_menu under the posted Invitation to Negotiate number 700:1076.

Each Offeror is responsible for monitoring the website for new or changing information relative to the ITN.

G. 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 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.

H. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at Departmental Leasing Section because of a disability should contact **Kime Landes, at (850) 410-3442** at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please use the Florida Relay Service at (800) 955-8771 (TDD) to contact the Leasing Office.

I. REGISTRATION WITH MY FLORIDA MARKETPLACE (MFMP)

The selected Offeror agrees to register and comply with all applicable requirements of the State of Florida, Department of Management Services, *My Florida Marketplace* (MFMP). Additionally, the Offeror is encouraged to establish an account with MFMP to receive lease payments via direct deposit.

J. SUBMISSION OF MULTIPLE OFFERS

If an Offeror has more than one site available for consideration, he/she may submit a complete offer for each site in a **separate sealed envelope** in accordance with Section A (above) and all other terms and conditions required by this ITN.

III. INVITATION TO NEGOTIATE REPLY WRITING GUIDELINES; TERMS OF THE REPLY

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

This Invitation to Negotiate is organized to allow the incorporation of some or all of your responses on this form. In the event that additional space is required to fully respond to this Invitation to Negotiate, please attach the additional response to your Reply and clearly indicate the Section to which the response relates. Each Reply should follow the same general order of contents, described as follows:

1. Respondents must completely and accurately provide all requested information including the following:
 - a. Control of Property – For a Reply to be responsive, it must be submitted by one of the entities listed below and the proposal must include supporting documentation proving such status. This requirement applies to the building or structure and the proposed parking areas as well as area of ingress and egress.
 - **The owner of record of the facility and parking area** – Submit a copy of the deed(s) evidencing clear title to the property proposed.
 - **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 - **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal.
 - **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer’s control of the facility prior to the intended date of occupancy.
 - **The Holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by this state. A copy of the lease agreement between the owner and the lessee must be provided to the department at the time of submitting the reply to this proposal.
 - b. Article II, E – provide the contact information of the Offeror.
 - c. Article IV -- Provide response to all of the “Lease Terms and Conditions” listed in this Article. Responses should be clearly delineated and specific to Article IV questions, terms and requirements.
 - d. Attachment D – the Disclosure of Ownership form must be completed and returned with the Reply.
 - e. Attachment F – the Energy Performance Analysis instructions must be followed and the appropriate information returned with the Reply.
 - f. Certification – each Offeror must complete the Certification and provide proof of authority as specified in Article VII.
 - g. All Offerors must initial at the bottom of each page.

2. Interior/Space Planning – Each Reply must include a floor plan to scale (Example: 1/16” or 1/8” or 1/4” = 1’0”) showing the present configurations with measurements. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein or as otherwise negotiated with the Agency.
3. Prior to final negotiation and selection of a Reply or Replies, a “test fit” of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Offeror.

B. 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 rent rate, free rent, tenant improvement funds, lease term and details of any required build-out.

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

Neither the Department of Management Services nor the Agency 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 an outline of required lease terms and conditions that must be submitted for review and consideration:

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Agency is seeking approximately **6,552** (+/- 5%) square feet of usable space (as defined below) within the Boundaries (as set forth in **Attachment “B”**). Each Submission should specify the amount of space available and the address of such space.

The type of space required must be an existing building which will be used for a Probation and Parole Office.

Offeror must provide the location of the proposed space in a building and 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 Department of Management Services *Standard Method for Measuring Floor Area in Office Buildings*, The Agency and Department of Management Services reserve the right to independently verify the space measurement.

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

The number of square feet offered in the Proposed Space is: _____

Location of the Proposed Space within the building is: _____

Address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE

The Proposed Space is to be made available on **September 1, 2011**. 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 \$529.81 for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than **60** days the Agency shall have the right to terminate the lease.

Offeror/Lessor agrees to make the Proposed Space available in accordance with the above Commencement Date (use an X to mark one of the following):

YES _____ or NO _____

C. TERM AND RENEWAL OPTIONS

The term of this requirement will be **eight (8) years** from occupancy. The State requires a minimum of two (2) renewal options for **four (4) years** each. 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) in section D below.

Offeror agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified above (use an X to mark one of the following):

YES _____ or NO _____

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. There shall be no pass through of additional expenses.

Provide the proposed Full Service rent for each year of the initial term (as provided in Section C):

Term	Annual Rental Rate per Sq. Ft.	Net Square Feet	Annual Rental (Rate \$/SF x Net SF)
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			

Provide the proposed Full Service rent for each year of the option term or terms (as specified in Section C above):

Term	Annual Rental Rate per Sq. Ft.	Net Square Feet	Annual Rental (Rate \$ SF x Net SF)
Renewal Option I			
Year 1			
Year 2			
Year 3			
Year 4			
Renewal Option II			
Year 1			
Year 2			
Year 3			
Year 4			

E. PERMITTED USE BY THE STATE

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

Offeror agrees and acknowledges that the use of the Proposed Space as described above is acceptable and that it is compliant with all laws: (use an X to mark one of the following):

YES _____ or NO _____

F. TENANT IMPROVEMENTS

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

Offeror agrees to provide a “turn key” build-out in accordance with the space program specifications detailed in Attachment “A” following the Agency’s approval of an architectural layout provided by the Offeror/Landlord: (use an X to mark one of the following):

YES _____ or NO _____

G. ENERGY STAR RATING

The State requires wherever possible that leased space be in an Energy Star rated facility.

Does this facility meet the standard of an Energy Star Building? (use an X to mark one of the following):

YES _____ or NO _____

H. 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 of Florida. Other terms and conditions may be required by the State of Florida in order to consummate a transaction. Each Offeror should review this form in its entirety.

Offeror acknowledges that he/she has reviewed the form lease agreement contained in Attachment “C” and that the form (including all terms and conditions) is acceptable should the Proposed Space be selected by the Agency: (use an X to mark one of the following):

YES _____ or NO _____

I. ANTENNA ROOF RIGHTS

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

Offeror agrees to the terms of this Section I (use an X to mark one of the following):

YES _____ or NO _____

J. ATTACHMENTS

This ITN includes numerous Attachments each of which is an integral part of this ITN. The Attachments, listed below, may be found in *Part Two* of this ITN at:

http://myflorida.com/apps/vbs/vbs_main_menu

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. 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. Offeror must submit appropriate information with the Reply.

Attachment G Business References – Offeror must complete and return this form with the Reply.

Attachment H General Space Layout – sample of Probation & Parole Office layout

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.

Offeror acknowledges that he/she has reviewed and understands each of the Attachments to this ITN and the directives contained in this Article IV, Section J (use an X to mark one of the following): YES _____ or NO _____

K. PARKING

Adequate parking for State employees and visitors is mandatory. At the minimum, respondents must make available not less than **five (5) spaces** per 1,000 square feet leased.

Offeror acknowledges the above and affirms that the Proposed Space meets the parking requirement set forth in this Section K (use an X to mark one of the following):

YES _____ or NO _____

L. DISCLAIMER

This ITN is an invitation to negotiate and is for discussion purposes only. It is neither an offer, contract nor agreement of any kind. 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 consummated, 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.

Offeror understands and agrees with the Disclaimer set forth in this Section L (use an X to mark one of the following): YES _____ or NO _____

V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

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

- A. The highest ranked Offeror(s) will be invited to negotiate a contract. If necessary, the Agency shall request revisions to the approach submitted by the top-rated Offeror(s) until it is satisfied that the contract will serve the State's needs. The process will continue until a contract or contracts are negotiated and executed.
- B. The Agency reserves the right to 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 the Agency retains the discretion to negotiate with other qualified Offerors as deemed appropriate.
- C. 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.
- D. The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- E. In submitting a Reply an Offeror agrees to be bound to the terms contained in that Reply for a minimum of thirty (30) days. Offered prices/rates should assume those terms apply, but the Agency 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.
- F. The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency reserves the right to negotiate concurrently or separately with competing Offerors. The Agency reserves the right to waive minor irregularities in Replies.
- G. The successful Submission will be the one that is the best overall Submission which is in the best interest of the State. All Submissions will be evaluated on the factors below:

1. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of **2.66%**.

Maximum points: **30**

Rental rates for optional renewal terms of lease. Rates evaluated, using total present value methodology for renewal terms of lease, by application of the present value discount rate of **2.66%**.

Maximum points: **15**

2. Location:

The effect of environmental factors (including the physical characteristics of the building, and the area surrounding it), on the efficient and economical conduct of department operations planned for the requested space.

Proximity of facility to the department’s preferred area.

Maximum points: **10**

Frequency and availability of public transportation near the offered space.

Maximum points: **5**

Present condition of physical plant, property the building sits on, adjacent structures and surrounding neighborhood.

Maximum points: **10**

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

Maximum points: **5**

3. Property:

The extent to which the offered space is designed to efficient layout and good utilization of space and energy; for example (house service units in proximity to interdependent units, Sustainable Building Rating or E.A. Energy Rating).

Maximum points: **5**

The extent to which the building, parking area and property as a whole is conducive to future expansions.

Maximum points: **5**

Providing the aggregate square footage in a single building is preferred. The contiguous nature of the Proposed Space shall be considered.

Maximum points: **5**

The availability of parking and the accessibility and layout of parking area(s) to best accommodate the Department’s needs. Preference will be given to those proposals which provide on-site exclusive parking.

Maximum points: **5**

4. Other Factors That May Be Considered and Points Awarded:

Historical performance of the Offeror/Landlord. References from current or past (within the past five (5) years) tenants of the Offeror/Landlord must be provided.

References are to include at least three (3) current or former tenants to whom the Lessor provided office space, one of which must be a current or former tenant of the property for which a proposal is submitted under this Invitation to Negotiate. The Department of Corrections may only be utilized as a business reference if less than three (3) references are available and Offeror/Landlord must provide a statement to that effect.

Maximum points: 5

VI. PROTEST PROCEDURES

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and Rule 28-110 of the Florida Administrative Code. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. **NOTICE OF PROTEST OF THE SOLICITATION DOCUMENTS SHALL BE MADE WITHIN SEVENTY-TWO HOURS AFTER POSTING OF THE SOLICITATION.** Questions to the Official Contact Person shall not constitute formal notice. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

VII. CERTIFICATION

Each Reply must be signed by the owner(s), corporate officers of the owner or the legal representative(s) of the owner. The corporate, trade or partnership name must be stamped, written or typewritten, beside the actual signature(s). **If a Reply is signed by a corporate officer or agent of the owner, written evidence of authority must accompany the Reply. If a corporation foreign to the State of Florida is the owner, written evidence of authority to conduct business in Florida must accompany the Reply.**

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

Offeror's Name

Prospective Lessor's Name

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

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner