

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

QUOTE SUBMITTAL PACKAGE 700:1054
FOR LEASED OFFICE SPACE

The Department of Corrections, Bureau of Probation and Parole Field Services, will be accepting quote submittals for lease space in an existing building to be utilized as a Probation and Parole Office in **Palm Beach County** Florida. Questions related to this Quote Submittal Package should be addressed to the Issuing Officer, named below:

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Bureau of Probation and Parole Field Services
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Quotations will be received until **4:00 PM** on **July 27, 2009** at the address listed above.

Space offered must be within or abutting boundaries stated in Attachment B.

DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

Location of Proposed Space: **Palm Beach** County, Florida, within the city limits of the City of Belle Glade. A preferred boundary is identified in Attachment B. If space is outside the specified boundaries, the Department may still consider the proposal.

The Agency is seeking approximately **3,269** (+/- 3%) square feet of usable space (as defined below). Each Submission should specify the amount of space available and the address of such space.

The type of space required shall accommodate a Department of Corrections' Probation and Parole Office. Information regarding the mission of the Department of Corrections, Office of Community Corrections, the agency build-out specifications and attachments are available online: <http://www.dc.state.fl.us/business/ls/index.html>.

Offeror must provide the location of the space in an existing building(s) (the "Proposed Space") 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 Standard Method for Measuring Floor Area in Office Buildings, BOMA/ANSI Z65.1-1996, available online at www.boma.org, or at Publication Orders/BOMA International, P.O. Box 79330, Baltimore, MD 21279-0330. The Agency and DMS reserve the right to independently verify the space measurement.

The total square feet offered in the Proposed Space is: _____

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

TYPE OF SPACE REQUIRED

Total square footage proposed must be in an existing building and located on a single floor with contiguous access within the proposed space.

LOCATION OF SPACE

THE DEPARTMENT REQUIRES THAT PROPOSED SITES BE LOCATED, AT A MINIMUM, 250 FEET FROM ANY OF THE FOLLOWING:

- 1) A SCHOOL FOR CHILDREN IN GRADE 12 OR LOWER;
- 2) A LICENSED DAY CARE CENTER;
- 3) A CHILDREN’S PARK OF PLAYGROUND; OR
- 4) A YOUTH CENTER

IN NO EVENT WILL A PROPOSED SITE BE ACCEPTED IF IT IS WITHIN 250 FEET OF ANY OF THE AFOREMENTIONED FACILITIES. ANY PROPOSED SITE DETERMINED TO BE LOCATED WITHIN 250 FEET OF THESE PREMISES WILL RENDER THE PROPOSAL NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

SITES THAT ARE LOCATED 1000 FEET OR MORE FROM THE ABOVE-STATED LOCATIONS ARE PREFERRED. THE DEPARTMENT MAY ACCEPT SITES MORE THAN 250 FEET BUT LESS THAN 1000 FEET OF ANY OF THE ABOVE LOCATIONS, IF TO DO SO IS IN THE BEST INTEREST OF THE DEPARTMENT AND THE STATE OF FLORIDA.

NOTE: IF PROPOSED SPACE IS LOCATED WITHIN BOUNDARY AREA SPECIFIED IN ATTACHMENT B, OFFEROR SHALL MARK LOCATION OF SITE ON MAP AND INCLUDE MAP WITH PROPOSAL.

ADDITIONAL REQUIREMENTS REGARDING LOCATION

In accordance with Section 945.28, Florida Statutes, the Department must publish the location of property it intends to lease for probation and parole office space, and if the property is located within one quarter mile (1320 feet) of any of the below-listed facilities, the Department shall also provide written notification thereof to the county or city administrator at least thirty (30) days prior to signing a lease agreement.

To provide information to accomplish the above task, offeror shall indicate in Column A (YES or NO) whether the proposed office space is located within one quarter mile (1320 feet) of any of the following facilities. If you answered YES to any of the items in Column A, you must indicate in Column B how many feet from the facility the proposed office space is located.

<u>COLUMN A</u> (Yes/No)	<u>TYPE OF FACILITY</u>	<u>COLUMN B</u> (# of Feet Away)
_____	A school for children in grade 12 or lower	_____
_____	A licensed day care center facility	_____
_____	A park or playground	_____
_____	A nursing home	_____
_____	A convalescent center	_____
_____	A hospital	_____
_____	An association for disabled population	_____
_____	A mental health facility	_____
_____	A youth center	_____
_____	A group home for disabled population or youth	_____
_____	Another place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates; specifically,	_____

ALL DISTANCES SHALL BE MEASURED FROM THE MAIN ENTRANCE OF THE PROPOSED SITE TO THE CLOSEST ENTRANCE OF THE FACILITY. THIS MUST BE A DIRECT MEASUREMENT USING THE SHORTEST DISTANCE. THE DEPARTMENT WILL VERIFY ALL DISTANCES.

Location of the Proposed Space within the building or buildings:

Address of the Proposed Space is: _____

LEASE COMMENCEMENT DATE

The Proposed Space is to be made available on July 1, 2010. Should the successful Offeror fail to make the space available by the date specified in the Reply, the amount of (\$800.00) will be charged for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than sixty (60) days, the Agency shall have the right to terminate the lease.

TERM AND RENEWAL OPTIONS

The term of this requirement will be seven (7) years from occupancy. The State requires a minimum of two (2) renewal options for five (5) years each. Indicate below that you will be able to provide the State with this term and these renewal options.

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

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.

PERMITTED USE BY THE STATE

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

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 the Agency Build-out Specifications (Attachment A).

ENERGY STAR COMPLIANCE

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

LEASE

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

ANTENNA ROOF RIGHTS

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

ATTACHMENTS

Anyone interested in participating in the solicitation process for this Quote Submittal Package **must** be familiar and comply with the requirements of the Attachments listed below. The required Attachments are available online at: <http://www.dc.state.fl.us/business/ls/index.html>; and titled "Required Documentation for QSP Solicitation Re: Quote Submittal Package #700:1054.

- **Attachment A** Agency Specifications – Provided as a construction cost guide for Offerors.
- **Attachment B** Boundaries – Details the boundaries within which all Proposed Space must be.
- **Attachment C** Lease Agreement – This State Form Lease is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is only a basic standard lease form. Other terms and conditions may be required by the State in order for a lease to be consummated.
- **Attachment D** Disclosure Statement – Each Offeror **must** complete and return this form with the Reply.
- **Attachment E** Division of State Fire Marshal, Plans Review Fees, Procedures and Requirements – This attachment provides general directives with regard to the Offeror's compliance with the requirements of the State Fire Marshal.
- **Attachment F** Request for Building Site Inspection
- **Attachment G** Business Reference Checklist
- **Attachment H** General Layout of Probation and Parole Office

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.

REQUIREMENTS FOR OFFERORS TO SUBMIT PROPOSALS

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

The Offeror agrees that its' proposal shall remain valid for a period of **ninety (90)** days from the date specified upon the Notice of Award. Any offer submitted to the Agency, pursuant to this Quote Submittal Package, must be held open and valid in all respects for this sixty (60) day period, at any time during which the Agency may accept the offer and the Offeror agree to enter into the Lease Agreement #700:1054, which includes Attachment A, Attachment C and all other attachments as referenced within the Lease Agreement.

The prospective Offeror must be an equal opportunity employer. Minority participation is strongly encouraged in all proposals.

VISUAL MATERIAL

One set of clear photographs (4 inches x 6 inches) or architect’s renderings showing exterior front, sides and rear of the proposed facility (color preferred).

SERVICES

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

The successful Offeror will provide the lease space to the Agency (Lessee) for its’ exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Agency will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding state holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Agency. Services are to be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee).

PUBLIC TRANSPORTATION

Specify availability of current public transportation to the Offeror’s proposed facility.

Offeror Response:

_____	Taxi	
_____	Bus	(Frequency of Bus Service) _____
_____	Other	(Specify Other Transportation) _____

PARKING

A minimum number of parking spaces is required; more, if required by local zoning provisions. This parking is to be under the control of Offeror, off-street, suitably paved, lined, and identified for the non-exclusive use by the Department of Corrections. Parking is to be provided as part of the lease cost to the Agency. Preference will be given to those proposals which provide on-site exclusive parking spaces.

Offeror shall submit with this proposal:

- A notarized statement from the Offeror certifying the availability and agreement to provide: **twenty-three (23)** non-exclusive Department of Corrections on-site parking spaces, including a statement indicating the number of parking spaces per net rentable square feet of space as required by the local zoning jurisdiction.
- If facility has other tenants, the number of parking spaces obligated to each tenant based on their lease agreement.
- A site plan and four (4) copies of the parking lot identifying the parking spaces that will be provided to the Agency for its’ exclusive use and the parking spaces assigned to specific other tenants.

A minimum of **two (2)** of the total required spaces must meet the standards of the Accessibility Requirements Manual published by the Department of Community Affairs (DCA), latest edition (your local building official has a copy). These parking spaces must be located adjacent to the proposed building.

RECYCLING PROGRAM

Section 403.714, Florida Statutes, mandates that each agency shall have a resource recovery (recycling) program in effect for all space occupied, including private sector space. The state is required by law to collect all high-grade office paper, aluminum and corrugated paper. The Offeror will be responsible for this program.

SALES TAX

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

FEDERAL, STATE AND THE LOCAL REQUIREMENTS

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

OCCUPANCY AND PAYMENT

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

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

FIRE PREVENTION

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

HEATING, VENTILATION AND AIR CONDITIONING

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

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

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

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

interior control surfaces, turning vanes, registers, grills and the interior of the air handlers cleaned properly.

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

INDOOR AIR QUALITY TESTING

Offeror shall provide fresh air intake of 20 or more cubic feet per minute per person, as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers). Interior humidity within any part of the leased premises shall not exceed 60% relative humidity.

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

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

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

MAINTENANCE AND REPAIR

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

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

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

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

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

The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are

presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

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

EMERGENCY REPAIRS

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

FLOOR PLANS

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

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

PROVISIONS

As to each of the provisions and/or conditions of this proposal time is of the essence.

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

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

PUBLIC ENTITY CRIME STATEMENT

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

The offeror agrees that its' proposal shall remain valid for a period of sixty (60) days from the date specified upon the Notice of Award. Any offer submitted to the Agency, pursuant to this quote submittal, must be held open and valid in all respects for this sixty (60) day period, at any time during which the Agency may accept the offer and the offeror agrees to enter into the Lease Agreement **#700:1054**, which includes all attachments referenced within the Lease Agreement.

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

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

PROPOSED RENTAL RATES

The following proposed net square foot per year rental rates includes all necessary remodeling, renovations and/or construction. It also includes payment of utility, water, sewage, trash removal and dumpster, pest control, interior and exterior maintenance, parking facilities and other services as provided in the Standard Lease Agreement. The Department reserves the right to further negotiate with the proposal that is in the best interest of the state. The present value discount rate to be used in evaluating the base term of the proposals received is 2.42%.

	Rental Rate per Square Foot	Net Square Feet	Total Annual Rental
BASIC LEASE TERM			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
First Renewal Option			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

Second Renewal Option			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

CERTIFICATION

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

Submitting Offeror's Name

Prospective Lessor's Name

FEID or SS number of prospective Lessor, whichever is applicable

Address of prospective Lessor:

Contact Information of prospective Lessor:

Phone Number: _____
Fax Number: _____
Email Address: _____

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

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