



**STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Invitation to Negotiate (“ITN”) for Leased Space
760:0530**

CONTENTS

- I. INTRODUCTION AND OVERVIEW**

- II. INVITATION TO NEGOTIATE - INSTRUCTIONS AND GENERAL INFORMATION**

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

- IV. LEASE TERMS AND CONDITIONS**

- V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA**

- VI. PROTEST PROCEDURES**

- VII. CERTIFICATION**

AGENCY SPECIFICATION ATTACHMENTS

I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Highway Safety and Motor Vehicles, (hereinafter referred to as the "Agency") requests your participation in a space search in **Broward County, Florida**, [more detailed boundaries are attached hereto as **Attachment B**]. The Agency is seeking detailed and competitive proposals to provide built-out office facilities and related infrastructure for 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. The **Department of Highway Safety and Motor Vehicles** has authorized **Cushman and Wakefield of Florida, Inc.** (Tenant Broker Representative) to be its' exclusive representative during this solicitation for space.

All responses to this Invitation to Negotiate (hereinafter referred to as a "Reply" or "Replies") must be received by the date required in Article II, Section A, in written/typed form. The Reply must be sent, within the timeframes provided herein, to the Agency 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 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. PROPOSAL REPLIES

Complete written Replies are **due by 2:00 PM EST on October 20, 2010**. Submissions must include the original reply and two copies in a sealed envelope (or other suitable sealed package) with the lease number and/or Invitation to Negotiate number clearly marked on the outside of the sealed envelope. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, 2900 Apalachee Parkway
Room A 103A, Mail Station 36
Tallahassee, Florida 32399**

Replies will be opened at 2:15 pm on October 20, 2010 at the address listed below. 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 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.

**Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, 2900 Apalachee Parkway
Room B339
Tallahassee, Florida 32399**

B. QUESTIONS REGARDING THE INVITATION TO NEGOTIATE

Any questions or clarifications regarding this Invitation to Negotiate or its specifications are to 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 2:00 PM on September 30, 2010**.

Advertisement, material clarifications, changes in specifications, or any other information related to this Invitation to Negotiate (as solely determined by the Agency) shall be posted on Vendor Bid System (“VBS”). To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the VBS at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form. REGISTRATION WITH THE DEPARTMENT FOR THIS SOLICITATION IS NOT A REQUIREMENT TO SUBMIT A PROPOSAL.

C. KEY INVITATION TO NEGOTIATE DATES

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

<u>Date and Time:</u>	<u>Item/Task:</u>
Sept. 15 & Sept. 22, 2010	Solicitation issued and advertised
Sept. 28, 2010	Pre Bid Conference Call – 2 pm. Eastern – (888) 808-6959 Conference Code - 6173204
Sept. 30, 2010	Deadline for submitting questions in writing to contact person by (2:00 PM EST)
October 1, 2010	Responses to written inquires posted at: http://www.flhsmv.gov/DAS/RES/bids.htm
October 20, 2010	Deadline for Receipt of Replies (2:00 PM EST)
October 21-29, 2010	Time Period for Evaluation of Replies and Tours
November 1-19, 2010	Time Period for Negotiation with Preferred Candidates
November 22, 2010	Estimated date of Notice of Intent to Award (9:00 AM EST)

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 Invitation to Negotiate should be directed to:

Mr. Bryan Bradner
Chief, Bureau of Real Estate Services
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Room A 103A, Mail Station 36
Tallahassee, Florida 32399
E-mail: BryanBradner@flhsmv.gov

Mr. Bradner and the Tenant Broker Representative are the only contacts authorized to respond to comments and questions relating to this Invitation to Negotiate.

E. OFFICIAL CONTACT PERSON - OFFEROR

Each Offeror MUST provide the following contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

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 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. Please sign and print name for acknowledgement: _____
(Print) _____

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. Replies must completely and accurately respond to all requested information, including the following:

* **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 proposes** – 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.
- **Article II, E** – provide the contact information of the Offeror.
- **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.
- **Attachment A** – Agency’s unique specifications and space plan prototype.
- **Attachment B** – Boundary Map, locate proposed facility on boundary map upon bid submittal.
- **Attachment D** – the Disclosure of Ownership form must be completed and returned with the reply.
- **Attachment F** – the Energy Performance Analysis instructions must be followed and the appropriate information returned with the reply.
- **Attachment G** – Agency Disclosure and Commission Agreement must be completed in returned with the reply.
- **Attachment H** – Power of Attorney – Required if submitting on behalf of owners.
- **Certification** – each Offeror must complete the Certification and provide proof of authority as specified in Article VII.
- **The Offeror(s) initials must be affixed to the Acknowledgement at the bottom of each page of the Invitation to Negotiate.**

NOTE: STATE OF FLORIDA STANDARD LEASE DOCUMENT “ATTACHMENT C” DOES NOT HAVE TO BE EXECUTED. IT IS INCLUDED IN ITN FOR REVIEW AND REFERENCE PURPOSES ONLY. ATTACHMENT D AND ADDENDUM G (AND ATTACHMENT H, IF APPLICABLE) ARE EXCEPTIONS ARE MUST BE FULLY EXECUTED AND SUBMITTED WITH BID PROPOSAL.

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. PLEASE REVIEW THE EXAMPLE FLOOR PLAN LOCATED WITHIN THE AGENCY SPECIFICATIONS, “ATTACHMENT A”. IT IS FOR REVIEW PURPOSES ONLY.
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 your team must submit for review and consideration.

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Agency is seeking approximately **12,589 USF** (+/- 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 is Professional Office and will be used for a Motorist Service Center: This office will conduct Driver License issuance, driver testing and Administrative Review for license Reinstatement.

Offeror must provide the location of the space in a building(s) (the “Proposed Space”) and the amount of available space. 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 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. In addition, the Offeror/Lessor will be responsible for interior and exterior maintenance, recycling services, garbage disposal, and pest control services throughout the Lease term and all renewals.

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

Location of the Proposed Space within the building or buildings: _____

Address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE

Space to be made available **February 28, 2012 or within 90 days** after the quote has been accepted or the permits have been secured, whichever occurs last. Should the successful proposer fail to make the space available by the date specified in the proposal, the proposer shall be liable to the Agency for liquidated damages for each additional month until the space or a portion thereof is made available for the said sum of **\$30,661.00**. If unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), delay making the space available, the Offeror/Lessor may file a written application for extension of time with the agency. It is at the Agency's sole discretion to grant an extension of time to the Offeror/Lessor to make the space available. If the Agency does not grant an extension and the delay is greater than ninety (90) days from the lease commencement date as stated above, the Agency shall have the right to terminate the lease.

The Agency requires that a Certificate of Occupancy (C/O) be received 30 days, prior to the effective date of this lease. Agency will not schedule the move-in until the C/O has been received. It is anticipated that the move-in will be approximately 30 days after receipt of the C/O. 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 _____

B. TERM AND RENEWAL OPTIONS

Proposer shall propose the rental term and corresponding rental rates for each of the following base lease terms stated below. Please provide both base lease and option lease rental rates. [NOTE: Do not provide a 'Fair Market Value' formula for option years but actual rates]

- a) The term of this requirement will be **ten (10) years** from occupancy with **two (2)** renewal options for **three (3)** years each.
- b) The term of this requirement will be **seven (7) years** from occupancy with **two (2)** renewal options for **three (3)** years each.
- c) The term of this requirement will be **five (5) years** from occupancy with **two (2)** renewal options for **three (3)** years each.

All renewals are at the sole and absolute discretion of the Agency.

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

YES ___ or NO _____

C. PROPOSED RENTAL RATE

Proposer shall indicate which of the following service structure he/she will provide as part of the rental rates offered in ITN for each of the stated term in section B above.

- A. _____ Gross Lease provided by the lessor, includes utilities, interior and exterior maintenance, recycling services, garbage disposal, pest control services, janitorial services and supplies. The lessor shall be responsible for build-out and clean up and shall provide the Agency with a clean and ready to operate space.

Includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels,

sanitizing supplies, ladies napkins, trash receptacle liners, liquid soap, and doormats at the entrances to the facility. All supplies are to be of good quality suitable to the needs of personnel. Cleaning of the facility shall be accomplished in accordance with the schedule required in **“Attachment I”**

B. _____ Gross Lease provided by the lessor, excluding Janitorial services, supplies and Utilities.

The lessor will provide the leased space to the Agency 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, which are normally from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding state holidays or as determined by the Agency, excluding holidays. The space may be fully or partially occupied during all other periods of time as necessary and required at the full discretion of the Agency. Any necessary services, maintenance, or repair shall be provided by the lessor under the terms of the lease agreement during all hours of occupancy at no additional cost to the Agency, unless otherwise agreed that services, maintenance, or repairs will occur outside of hours of occupancy.

Ten (10) Year Lease Term with Two Options for Three (3) Years each:

Please indicate as requested in section C on page 8 in ITN the type of service structure of which the rental rate will be based for both the base and option terms.

Please choose the type of lease structure per explanation on page above: A _____ B _____

Provide the proposed Gross Lease rate for each year of the BASE term:

	1 st 02/10/12 – 02/09/13	2 nd 02/10/13 – 02/09/14	3 rd 02/10/14 – 02/09/15	4 th 02/10/15 – 02/09/16	5 th 02/10/16 – 02/09/17	6 th 02/10/17 – 02/09/18	7 th 02/10/18 – 02/09/19
TERM							
Basic Lease							
Utilities							
Janitorial							
Build out							
S.F.							

BASE Term cont.

	8th 02/10/19 – 02/09/20	9th 02/10/20 – 02/09/21	10th 02/10/21– 02/09/22
TERM			
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

First Renewal Option – Three Year

	1st 02/10/22– 02/09/23	2nd 02/10/23– 02/09/24	3rd 02/10/24– 02/09/25
TERM			
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

Second Renewal Option – Three Year

TERM	1st 02/10/25– 02/09/26	2nd 02/10/26– 02/09/27	3rd 02/10/27– 02/09/28
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

Seven (7) Year Lease Term with Two Renewal Options for Three (3) Years each:

Please indicate as requested in section C on page 8 in ITN the type of service structure of which the rental rate will be based for both the base and option terms.

Please choose the type of lease structure per explanation on page above: A _____ B _____

Provide the proposed Gross Lease rate for each year of the BASE term:

TERM	1 st 02/10/12 – 02/09/13	2 nd 02/10/13 – 02/09/14	3 rd 02/10/14 – 02/09/15	4 th 02/10/15 – 02/09/16	5 th 02/10/16 – 02/09/17	6 th 02/10/17 – 02/09/18	7 th 02/10/18 – 02/09/19
Basic Lease							
Utilities							
Janitorial							
Build out							
S.F.							

First Renewal Option – Three Year

TERM	1 st 02/10/19 – 02/09/20	2 nd 02/10/20 – 02/09/21	3 rd 02/10/21 – 02/09/22
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

First Renewal Option – Three Year

TERM	1st 02/10/22 – 02/09/23	2nd 02/10/23 – 02/09/24	3rd 02/10/24 – 02/09/25
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

Third Renewal Option – Three Year

TERM	1st 02/10/25 – 02/09/26	2nd 02/10/26 – 02/09/27	3rd 02/10/27 – 02/09/28
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

Five (5) Year Lease Term with Two Renewal Options for Three (3) Years each:

Please indicate as requested in section C on page 8 in ITN the type of service structure of which the rental rate will be based for both the base and option terms.

Please choose the type of lease structure per explanation on page above: A _____ B _____

Provide the proposed Gross Lease rate for each year of the BASE term:

	1 st 02/10/12 – 02/09/13	2 nd 02/10/13 – 02/09/14	3 rd 02/10/14 – 02/09/15	4 th 02/10/15 – 02/09/16	5 th 02/10/16 – 02/09/17		
TERM							
Basic Lease							
Utilities							
Janitorial							
Build out							
S.F.							

First Renewal Option – Three Years

	02/10/17 – 02/09/18	02/10/18 – 02/09/19	02/10/19 – 02/09/20
TERM			
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

Second Renewal Option – Three Year

	1st 02/10/20 – 02/09/21	2nd 02/10/21 – 02/09/22	3rd 02/10/22 – 02/09/23
TERM			
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

Third Renewal Option – Three Year

	1st 02/10/23 – 02/09/24	2nd 02/10/24 – 02/09/25	3rd 02/10/25 – 02/09/26
TERM			
Basic Lease			
Utilities			
Janitorial			
Build out			
S.F.			

D. PERMITTED USE BY THE STATE AND TYPE OF FACILITY

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, if necessary. Professional office and retail conversions will be accepted, but warehouse facilities will not be accepted.

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 ___

E. ENERGY STAR RATING

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

Does this facility meet standards of an Energy Star building at the time of bid submittal? (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. LEASE

Attachment C to this Invitation to Negotiate 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. If multiple partners, shareholders, lenders, funding sources, etc are necessary to execute Lease, then please have these parties also review form in its entirety.

Offeror acknowledges that he/she has reviewed the lease agreement form 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 ___

H. 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 _____

I. ATTACHMENTS

This Invitation to Negotiate contains numerous Attachments each of which is an integral part of this **Invitation to Negotiate**. The Attachments include the following:

Attachment A - Agency Specifications – provided as a construction cost guide for Offerors. This includes the modular furniture specifications and isometrics.

Attachment B - Boundaries – details the boundaries within which Proposed Space(s) must be located.

Attachment C - Lease Agreement – This State Form Lease is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is 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 Calculation Method – This Attachment provides a description of the State’s energy requirements for the Proposed Space and gives direction of what analysis will be required as part of ITN submittal and Lease execution.

Attachment G – Agency Disclosure and Commissions Agreement – This attachment is required as part of bud submittal

Attachment H – Special Power of Attorney – This attachment is required if submitting on behalf of owner.

Attachment I – Janitorial Services – Outline of requirements for a full service janitorial contract, if type of lease structure is opted by Offeror.

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.

Offeror acknowledges that he/she has reviewed and understands each of the Attachments to this Invitation to Negotiate and the directives contained in this Article IV, Section I (use an X to mark one of the following):

YES _____ or NO ____

J. PARKING

For the offered facility the Agency has determined that a minimum of one hundred and twenty eight (128) non-exclusive parking spaces are required to meet the needs of its employees and clients. Minimum of (2) spaces must meet the requirements of the Accessibility Requirements Manual published by the Department of Community Affairs, latest edition. One (1) space, as part of drive testing services shall be a parallel parking space, which the specifications are located in Attachment A. All spaces are to be under the control of the Offeror, _____ off the street, suitably paved and lined. The parking is to be

provided as part of the lease at no cost to the Agency. The Agency retains the right to amend the parking requirements during evaluation of submitted ITN locations. Please reference in Agency Specifications, "ATTACHMENT A" as to illustration of drive testing parallel parking layout.

PROPOSER RESPONSE:

_____ **Non-exclusive spaces available on-site.**

_____ **Non-exclusive spaces available off-site.**

If offsite, please indicate the number of spaces and distance from the proposed facility the space will reside.

Note: Offeror must provide evidence of control of all parking spaces being proposed. Permission to park is not control. Proof of ownership of lease (through the term and option period(s) of off-site spaces shall be provided with the quote submittal.

K. DISCLAIMER

This Invitation to Negotiate is an invitation to negotiate and is for discussion purposes only. It is neither an offer, a 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 Invitation to Negotiate 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 Invitation to Negotiate may be modified or withdrawn by the Agency at any time.

Offeror understands and agrees with the Disclaimer set forth in this Section M (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:

- 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.
- 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.

- 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.
- The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- In submitting a Reply an Offeror agrees to be bound to the terms contained in that Reply for a minimum of sixty (60) days. 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.
- 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.

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:

A. Associated Fiscal Costs:

Rental: 30 points total

- 1) Rental rates for basic term of lease. Rates are evaluated using 'total present value' methodology for basic term of lease by application of the present value discount rate of 3.20%.

Maximum points:

- 2) Rental rates for optional renewal terms of lease. Rates proposed are within projected budgetary restraint of the department.

Maximum points: **5**

B. Location: 45 points total

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.

- 1) Proximity of facility in reference to central point illustrated in Attachment B, "Boundary Map", as well as proximity to nearby roadways and transportation routes.

Maximum points: **15**

- 2) Frequency and availability of public transportation near the offered space and the ADA compatibility of the stop to and from the proposed facility. Must be within ½ mile of proposed facility.

(Offeror shall submit a public transportation map and schedule with ITN submittal)

Maximum points: **10**

- 3) Present condition of physical plant, property the building sits on, adjacent structures and surrounding neighborhood security issues, quality of exterior lighting and obstructed entrances/exits.

Maximum points: 15

C. Property: 25 points total

- 1) The extent to which the offered space is conducive and designed for efficient layout and good utilization of space and energy and ADA standards. Please reference Attachment “ “ for example of layout and space utilization.

Maximum points: 15

- 2) The aggregate square footage proposed can be in an **existing building** in order to be considered. Providing the aggregate square footage in a single building is required. The contiguous nature of the Proposed Space and Layout is preferred.

Maximum points: 10

Total Points: 100

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 chapter 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 those 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. [Below must be notarized].**

I hereby certify as owner, officer or authorized agent that I have read the Invitation to Negotiate 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

DOCUMENTATION REQUIRED TO BE SUBMITTED WITH PROPOSAL FOR EXISTING BUILDING/OR LAND TO BUILD ON.

In order for a proposal to be accepted, items listed below shall be included in the bid submittal, unless otherwise noted or deemed not applicable.

Checklist: Please note that the items requested shall conform to the specifications and requirements contained in this ITN. Items supplied, which do not meet the specified requirements, may be determined non-compliant.

- A. _____ One (1) original ITN form properly completed and notarized, witnessed and two (2) copies
- B. _____ Attachment B – Boundary Map (please annotate with location of proposed facility)
- C. _____ Photographs (Current Front, Sides, and Rear of Building and/or site, if build-to-suit)
- D. _____ Scaled Floor plan showing present layout with dimensions
- E. _____ Square footage calculations.
- F. _____ Scaled Site layout with all parking spaces and utilization of spaces shown
- G. _____ Energy Performance Calculation (Attachment F)
- H. _____ Evidence of control of proposed parking
- I. _____ Documentation showing Offeror as controller of proposed property or premises
- J. _____ Letter/Documentation from the current Zoning Authority stating the property is suitably zoned for government office use.
- K. _____ Signed Public Entity Crime Statement (ITN Article II, Section F on page 5); and Certification Regarding Debarment (“Attachment C”, Addendum I)
- L. _____ Disclosure of Ownership Statement (“Attachment D”).
- M. _____ Authorization for corporation to conduct business in Florida [Florida Department of State registration; access through www.sunbiz.org]
- N. _____ Special Power of Attorney (“Attachment H”), if submitting on behalf of ownership entity.
- O. _____ Agency Disclosure and Commission Agreement (“Attachment H”)
- P. _____ Public transportation schedule and map, as related to proposed location and building
- Q. _____ Tenant acknowledgment of the Lessor’s proposal (if applicable)
- R. _____ Certification letter from an HVAC contractor or engineer on existing or planned HVAC units due upon the bid award
- S. _____ Proof of historical property designation (if applicable) due upon bid submittal
- T. _____ If applicable, certification of multi-story building live load by a structural engineer registered with the State of Florida upon the bid award.
- U. _____ If applicable, written verification by Funding Source and/or Lending Institution due prior to bid negotiations and bid award. Must confirm full review and understanding of DMS Standard Lease Contract and Addendums located in Attachment C.
- V. _____ State Fire Marshal (“Attachment E”) submittal of construction plans and documents must be completed **prior to execution of lease** by The Department of Management Services