

**Bid Title: Lease of Real Property at the Bank of America Plaza**

**Bid No: RE-2011-07-29-11**

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**Initial Bid Form Delivery Deadline: Friday, July, 29, 2011, at 2:00 PM**

**Bid Form Delivery Location: Leon County Facilities Management Office, 1907 South Monroe Street, Tallahassee, Fl. 32301**

**Initial Bid Form Opening: Friday, July 29, 2011, at 2:05 PM or as soon as practicably possible thereafter**

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## **INSTRUCTIONS TO BIDDERS**

### **INTRODUCTION**

Pursuant to the provisions of Section 125.35, Florida Statutes, Leon County will be receiving sealed Bid Forms at the offices of **Leon County Facilities Management, 1907 South Monroe Street, Tallahassee, FL 32301** for the leasing of one or more spaces located at the Bank of America Plaza. The Bank of America Plaza is an eight-story, multi-tenant facility with a three-story adjacent annex building and currently has professional office space available for lease. Responsive Bidders are to be advised that any and all lease(s) will be subject to the special conditions and requirements contained herein.

### **SPACES AVAILABLE FOR LEASE**

The spaces available for lease are identified as follows:

P-2 Level containing approximately 6,013 square feet  
P-2 Drive Thru Space containing approximately 2,711 square feet  
Suite 100 containing approximately 8,845 square feet  
Suite 200 containing approximately 5,794 square feet  
Suite 201 containing approximately 3,300 square feet  
Suite 500 containing approximately 3,677 square feet  
Suite 510 containing approximately 1,409 square feet  
Suite 520 containing approximately 3,945 square feet  
Suite 712 containing approximately 2,489 square feet  
Suite 740 containing approximately 750 square feet  
Suite 745 containing approximately 1,343 square feet  
Suite 750 containing approximately 2,200 square feet  
Suite 760 containing approximately 1,635 square feet  
Suite 800 containing approximately 2,757 square feet

### **INSTRUCTIONS TO BIDDERS**

To ensure acceptance of your Bid Form, please follow these instructions:

1. All Bid Forms and any other items required to be delivered pursuant to this Instructions to Bidders (hereinafter "this ITB") must be duly executed, if applicable, and delivered by hand, mail, or overnight delivery in a sealed envelope addressed as follows:

Bid No: RE-2011-07-29-11 Bid Opening Date: Friday, July 29, 2011 Time: 2:00 pm EST

Board of County Commissioners  
Leon County Facilities Management  
1907 South Monroe Street  
Tallahassee, Florida 32301

Ensure that your return address is clearly indicated on the outside portion of your sealed envelope. In order to be considered a Responsive Bidder and be eligible for an award of a lease agreement, your sealed envelope must be received at the Bid Form Delivery Location no later than the Bid Form Delivery Deadline.

2. **In the event the Responsive Bidder is interested in leasing more than one of the available suites, a separate Bid Form must be delivered for each of the desired suites.** Bid Forms must be typed or printed in ink. All corrections or modifications to the Bid Form, or to any other items required by this ITB to be delivered, which are made prior to the Bid Form Delivery

Deadline must be initialed and dated by the Responsive Bidder. No corrections or modifications will be allowed after the Bid Form Delivery Deadline.

3. Bid Forms must contain an original, manual signature of an authorized representative of the Responsive Bidder.
4. **CONTACT PERSON(S):** Questions and other inquiries pertaining to this ITB or regarding the leasing criteria should be addressed to Shelley L. Cason, Leon County Property Manager by telephone (850) 606-5012 or E-mail: [casons@leoncountyfl.gov](mailto:casons@leoncountyfl.gov) . Written inquiries are preferred.

**Responsive Bidders, their agents and/or associates shall refrain from contacting or soliciting any Leon County official** regarding this ITB or leasing criteria during the selection process. Failure to comply with this provision may result in disqualification of the Responsive Bidder. Only the individual(s) listed in CONTACT PERSON(S) paragraph above may be contacted. Failure to follow the requirements in this ITB may be cause for rejection of the Bid Form. Leon County reserves the right to reject any or all Bid Forms in the best interest of Leon County.

5. The Bid Form Opening shall be open to the public on the date and time specified in this ITB. It is the Responsive Bidder's responsibility to assure that the Bid Form and any other items required by this ITB are delivered on time and to the proper location. Bid Forms which are received after the Bid Form Delivery Deadline will be returned unopened. No award will be made or implied at this time.
6. **Special Accommodation:** Any person requiring a special accommodation at a Pre-Bid Conference or Bid Form Opening because of a disability should call the Facilities Management at (850) 606-5000 at least five (5) workdays prior to the Bid Form Opening. If you are hearing or speech impaired, please contact the Facilities Management by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).
7. **REJECTION OF BIDS:** Leon County reserves the right to reject any and/or all Bid Forms when such rejection is in the best interest of Leon County.
8. **WITHDRAWAL OF BIDS:** Bid Forms may be withdrawn by request received from Responsive Bidder in writing, by telephone, or in person at any time prior to the Bid Form Opening. Negligence on the part of the Responsive Bidder in preparing the Bid Form confers no right for the withdrawal of the Bid Form after it has been opened.
9. Leon County or will not be responsible, under any circumstances, for any costs incurred in the preparation of Bid Forms or any other items required by ITB to be delivered.
10. **ETHICAL BUSINESS PRACTICES:**
  - a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Leon County employee, or for any Leon County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase/lease request, influencing the content of any specification, criteria, or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
  - b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by a Responsive Bidder or any person associated therewith, as an inducement for

the award of a lease solicited with a bid.

- c. Leon County reserves the right to deny an award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, Leon County may deny an award or cancel the contract if it determines that unethical business practices were involved.

**11. NOTICE OF RIGHT TO PROTEST:**

- a. Protest of Bid Form Opening: Failure to file a Notice of Protest of Bid Form Opening by 5:00 pm the second business day after the Property Manager's posting of the Bid Tabulation Sheet shall constitute a waiver of proceedings under Leon County's BOA and Parking Lot Leasing and Licensing Procedures.
- b. Protest of Award of Lease Agreement: Failure to file a Notice of Protest of Award of Lease Agreement by 5:00 pm the second business day after the Property Manager's posting of the Intent to Award Lease Agreement shall constitute a waiver of proceedings under Leon County's Leasing and Licensing Procedures.

**12. SPECIAL CONDITIONS AND REQUIREMENTS:**

- a. The Responsive Bidder, if awarded a Lease Agreement as the highest and best Responsive Bidder, shall enter into a Lease Agreement with Leon County as soon as practicably possible after the award.
- b. The Responsive Bidder shall be required to indicate on the Bid Form the intended use of the leased space.
- c. Any and all tenant improvements to the leased space shall be designed, permitted, and constructed in coordination with Leon County. All such tenant improvements shall be constructed in accordance with the acceptable building standards. In determining the highest and best Responsive Bidder, Leon County will consider paying for the cost of tenant improvements, in the amount proposed on the Bid Form, in consideration of an increased amount of Monthly Base Rent for the number of months proposed on the Bid Form.
- d. Upon the Award of Lease Agreement, the successful Responsive Bidder shall, no later than thirty (30) days after the date of the Award of Lease Agreement, deliver to Leon County for review and approval its preliminary drawings and a development plan reasonably necessary to document the design and construction of any tenant improvements.
- e. Upon Leon County's written approval of the preliminary drawing and development plan, the successful Responsive Bidder shall submit and obtain the necessary construction/building permits, if applicable, to alter the awarded leased space for occupancy.
- f. Prior to occupancy of the awarded leased space, the successful Responsive Bidder shall obtain a Certificate of Occupancy or a Certificate of Completion in accordance with all applicable laws and regulations, and shall submit a copy of such Certificate to Leon County prior to occupancy.
- g. The Responsive Bidder, if awarded a Lease Agreement as the highest and best Responsive Bidder, shall maintain, at a minimum, the following levels of insurance coverage.

- (1) General Liability
  - i. Per Occurrence: \$1,000,000 combined single limit for bodily injury, personal injury and property damage;
  - ii. Annual Aggregate: \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage (non-owned, hired automobile).
- (3) Workers' Compensation: coverage for all employees meeting Statutory Limits in compliance with the applicable state and federal laws.
- (4) Employer's Liability
  - i. Per Accident: \$500,000
  - ii. Disease Coverage Each Employee: \$500,000
  - iii. Disease Policy Limit: \$500,000
  - iv. ***Waiver of Subrogation in lieu of Additional Insured is required.***
- (5) Umbrella/Excess Liability Insurance:
  - i. Per Occurrence: \$5,000,000 combined single limit for bodily injury, personal injury and property damage;
  - ii. Annual Aggregate: \$5,000,000
  - iii. Shall provide excess coverage for employer's liability and general liability, including completed operations and auto liability.
- (6) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (7) Other Insurance Provisions: All insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. Leon County as Additional Insured. Leon County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies, that include coverage for the following:
    - a. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;
    - b. products and completed operations of the Tenant;
    - c. premises owned, occupied, or used by Tenant;
    - d. automobiles owned, leased, hired, or borrowed by Tenant.
  - ii. Tenant's Insurance as Primary. Tenant's insurance coverage shall be primary insurance with respect to Leon County, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Leon County, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Leon County with respect to losses payable under such insurance coverage.
  - iii. Certificates of Insurance. Tenant shall furnish Leon County with certificates of insurance and with any

original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County prior to the commencement of Tenant's occupancy under the lease agreement. Leon County reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Leon County. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

- iv. Miscellaneous Provisions. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:
  - a. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Leon County, its officers, officials, employees, or volunteers;
  - b. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
  - c. that the companies issuing the insurance policy(ies) shall have no recourse against Leon County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.
- v. Additional insurance coverage may be required depending upon the Responsive Bidder/Tenant's use of the leased space.

13. **BID EVALUATION CONSIDERATIONS:** In determining which of the Responsive Bidders are the highest and best for each of the available suites, the factors which will be taken into consideration include, but are not limited to, the following:

- a. The proposed use of the leased space.
- b. The proposed date of occupancy.
- c. The Average Annualized Base Rental Rate Over Term, both before and after any adjustments for tenant improvements and other reductions, calculated from the information provided on the Bid Form as follows:
  - (1) Divide the sum of the Base Rent for all Rental Periods by the sum of the Months to Rent for all Rental Periods;
  - (2) Multiply that result by 12;
  - (3) Divide that result by the number of Rentable Square Feet in the leased space.
- d. Adjustments to Base Rent for Tenant Improvements:

- (1) The Responsive Bidder's chance of being awarded a lease agreement will increase to the extent that the cost of any proposed tenant improvements are paid directly by the tenant rather than the County.
  - (2) For those Responsive Bidders proposing that all, or a portion of, the cost of tenant improvements be paid by Leon County, the Present Value of Tenant Improvements will be taken into consideration based on the amount of the cost to be paid by Leon County and the number of months proposed for increased Monthly Base Rent payments.
- e. Adjustments to Base Rent for Other Reductions:
- (1) The Responsive Bidder's chance of being awarded a lease agreement will increase to the extent that the cost of any tenant expenses, such as real estate commissions in excess of those normally paid by Landlord, are paid by the tenant rather than being reimbursed by the County through a reduction in the Monthly Base Rent.
  - (2) For those Responsive Bidders proposing that all, or a portion of, the cost of such tenant expenses be reimbursed by Leon County, the Present Value of Other Reductions will be taken into consideration based on the amount of the cost to be reimbursed by Leon County and the number of months proposed for reduced Monthly Base Rent payments.
- f. Whether or not the terms and criteria proposed by the Responsive Bidder are consistent with Leon County's plans for utilization of the Bank of America Plaza for its own space needs.

# BID FORM

## *Submit a Separate Bid Form for Each Desired Suite*

The undersigned proposes to lease Suite # \_\_\_\_\_, containing \_\_\_\_\_ rentable square feet, as offered and described in Bid No. \_\_\_\_\_, and in accordance with the terms and criteria specified below:

**Proposed Use of Leased Space:** \_\_\_\_\_ **Proposed Date of Occupancy:** \_\_\_\_\_

### Definitions

**Base Rent** means the proposed rent payable for the use of the leased space, exclusive of sales tax and Additional Rent.

**Rental Period** means a 12-month period, or any portion thereof, proposed for occupancy of the leased space

**Months to Rent** means the number of months, between zero and twelve, proposed for rental of the leased space in any one Rental Period. In any multi-year proposals, the first rental period will always be for a full 12 months.

**Annualized Base Rental Rate** means the proposed amount of Base Rent on an annual basis payable per square foot of rentable square feet in the leased space.

**Monthly Base Rent Amount** means the proposed amount of Base Rent on a monthly basis, calculated by multiplying the Annualized Base Rental Rate by the total amount of rentable square feet in the leased space and dividing that number by twelve.

**Rental Period Base Rent** means the total proposed amount of Base Rent payable in any one Rental Period calculated by multiplying the Monthly Base Rent Amount by the Months to Rent.

**Other Reductions** mean any amounts proposed by tenant for reimbursement by County through a reduction in the Monthly Base Rent over the proposed term of the occupancy; i.e. real estate commissions in excess of those normally paid by Landlord.

**Tenant Improvements** means the amount proposed to be paid by the County for the design, permitting, and construction of improvements to the leased space in consideration of an increased amount of Monthly Base Rent over a number of months as proposed by the tenant.

**Additional Rent** means all charges payable for the use of the leased space other than Base Rent and sales tax; i.e. tenant's shared cost of operating expenses

**RESPONSIVE BIDDERS SHALL COMPLETE THE TABLES BELOW AS APPLICABLE  
(if no Tenant Improvements or Other Reductions are proposed, write "None" or "N/A")**

Base Rent <u>Before</u> Adjustments for Tenant Improvements and Other Reductions				
Rental Period	Months to Rent	Annualized Base Rental Rate	Monthly Base Rent Amount	Rental Period Base Rent Amount
1st		\$ _____ per sq. ft.	\$ _____	\$ _____
2nd		\$ _____ per sq. ft.	\$ _____	\$ _____
3rd		\$ _____ per sq. ft.	\$ _____	\$ _____
4th		\$ _____ per sq. ft.	\$ _____	\$ _____
5th		\$ _____ per sq. ft.	\$ _____	\$ _____
6th		\$ _____ per sq. ft.	\$ _____	\$ _____
7th		\$ _____ per sq. ft.	\$ _____	\$ _____
8th		\$ _____ per sq. ft.	\$ _____	\$ _____
9th		\$ _____ per sq. ft.	\$ _____	\$ _____
10th		\$ _____ per sq. ft.	\$ _____	\$ _____
11th		\$ _____ per sq. ft.	\$ _____	\$ _____
12th		\$ _____ per sq. ft.	\$ _____	\$ _____

**Adjustments To Base Rent for Tenant Improvements and Other Reductions**

Tenant Improvements to be Paid By County \$ \_\_\_\_\_

No. Months for Increased Monthly Base Rent \_\_\_\_\_ months

Other Reductions to be Reimbursed to Tenant \$ \_\_\_\_\_

No. Months for Reduced Monthly Base Rent \_\_\_\_\_ months

Explain "Other Reductions": \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION OF BIDDER**

In response to the Notice of Invitation for Bids, I, the undersigned representative of the named Responsive Bidder, hereby certify and represent as follows:

1. That I have read and examined the Notice of Invitation for Bids and the Instructions to Bidders in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the Notice of Invitation for Bids and the Instructions to Bidders; and
2. That I acknowledge and understand that Leon County reserves the right to accept or reject any and/or all Bid Forms in the best interest of Leon County.
3. That I am duly authorized by the named Responsive Bidder to execute the Bid Form and associated contract intending to bind the Responsive Bidder to Leon County as stated in those documents; and
4. That, if awarded the lease agreement, the Responsive Bidder will reasonably negotiate with Leon County to enter into a Lease Agreement in a form substantially similar to that attached hereto.

\_\_\_\_\_  
(Firm/Responsive Bidder Name)

BY: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FACSIMILE # \_\_\_\_\_

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**FOR STAFF USE ONLY BELOW THIS LINE**

Bid Form Evaluation

Sum of Base Rent for all Rental Periods: \$ \_\_\_\_\_

Avg. Annualized Base Rental Rate Over Term:  
Before Adjustments \$ \_\_\_\_\_ per sq. ft.

After Adjustments \$ \_\_\_\_\_ per sq. ft.

Present Value of Tenant Improvements \$ \_\_\_\_\_

Present Value of Other Reductions \$ \_\_\_\_\_