



RESPONSE PACKET

INVITATION TO NEGOTIATE No. 21-0028

(LEASE No. 900:0020)

FOR

STORAGE/MIXED USE SPACE FOR CATASTROPHE (CAT) RESPONSE EQUIPMENT

10,000 USF (+/- 10%) for LEASED SPACE WITHIN DUVAL COUNTY, FL

REPLY DUE DATE: January 13, 2022

[See Section 2.4 for the Calendar of Events]

Jason Atwood, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303
Phone (850) 513-3762
E-Mail: citizens.purchasing@citizensfla.com

*This ITN, future amendments, notices, etc., related to the ITN will be available and accessible through
Citizens' Vendor Information Site link: <https://www.citizensfla.com/solicitations>*

It is the responsibility of interested individuals to check the site for future postings under the ITN.

Vendor must read the ITN document and Exhibits. When responding to the ITN, each Attachment listed below must be included with and submitted within each Vendor's ITN 21-0028 Response Packet.

This is an invitation to negotiate. Nothing contained herein shall be deemed an offer to lease, and Citizens reserves the right to negotiate with all, or none, of the Offerors/Vendors in its sole discretion. Please note that Citizens has the right, at any time during the process, to reject any, and all, Replies that are not, in Citizens sole discretion, in the best interest of Citizens.

DOCUMENTS CHECKLIST

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-responsive. The Department reserves the right to wave minor irregularities in the replies.

Items 1 through 7 should be included in the proposal.

1. Submittal Cover Page and Certification Form
2. Attachment A – Disclosure Statement.
3. Attachment B – Special Power of Attorney (If applicable, Attachment B must be completed, executed by the Owner, and submitted with the Reply).
4. Attachment C - Vendor Certification Form.
5. Attachment D - Responsible Vendor Review Form.
6. Attachment E - Financial Review Form.
7. Attachment F - Vendor Questionnaire.
8. Scaled Floor plan showing present layout with dimensions.
9. Usable square footage proposed within the allowable range of 10,000 (+/- 10%) usable square feet.
10. Documentation showing Offeror as controller of property (i.e., Warranty Deed).
11. Authorization for corporation to conduct business in Florida.

ITN 21-0028 “Agency” – Submittal Cover Page and Certification Form

{ 6 Year } Base Term with { 6 – One Year } Renewal Options

Offeror's Information			
Offeror's Contact Name:	Title:		
Company:	FEID or SS number:		
Address:	City/State/Zip:		
Phone Number:	Email:		
Proposal Information			
Address of Proposed Space:			
_____	_____	_____	_____
Street	City	State	Zip
Useable Square Feet in Proposed Space: _____			
Agency Requested Parking:	Exclusive Parking:	Non-Exclusive:	
Provide the proposed Modified Gross rent for each year of the Base and Renewal Option terms as specified in Article IV, Section E.			
Base Term		Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$	
Year 2	\$	\$	
Year 3	\$	\$	
Year 4	\$	\$	
Year 5	\$	\$	
Year 6	\$	\$	
Option Renewal Terms	Rate Per Square Foot	Total Annual Rental	
Year 1	\$	\$	
Year 2	\$	\$	
Year 3	\$	\$	
Year 4	\$	\$	
Year 5	\$	\$	
Year 6	\$	\$	

Pursuant to Rule 60H-1.015, F.A.C., all Offerors submitting rental rates for existing buildings must include a rental rate per square foot per year for all years of the lease, including renewals, that will include all renovations and other special requirements necessary to accommodate the Agency at the time of initial occupancy.

Certification Regarding Article IV, Lease Terms and Conditions to this ITN. I hereby certify that if the Proposed Space is selected by the Agency, I acknowledge and agree to abide to all requirements and conditions contained therein. Responses to all of the “Terms and Conditions” should be clearly delineated and specific to Article IV questions, terms and requirements. Where appropriate, use an “X” to indicate Yes or No.

<p>1. <u>Description and Measurement of Proposed Space</u> The Agency is seeking approximately 10,000 (+/- 10%) usable square feet of contiguous _____ space.</p> <p>Type of space required is climate-controlled/conditioned warehouse and related infrastructure. Space use is storage/warehouse.</p> <p>All references to square feet of the Proposed Space contained in the Reply must be “usable square feet” in accordance with the Department of Management Services Standard Method for Measuring Floor Area in Office Buildings (Florida Administrative Code 60H-2.003). The Agency and DMS reserve the right to independently verify the space measurement.</p> <p>ADA Requirements - Space must be renovated prior to Lessee’s occupancy, to conform with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act Section 553.501-553.513 Florida Statutes, the current Florida Disability Code for Building Construction, Public Law 101-336, Section 28 CFR Part 35 and Section 36 CFR Part 1191 (ADA Act of 1990).</p> <p>The Offeror/Lessor shall be responsible for build-out and clean up and shall provide the Agency with a clean and ready to operate space.</p> <p>Offeror agrees to deliver an ADA compliant space and has listed the complete address and the proposed usable square feet (as defined in above) on the Submittal Cover Page:</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>2. <u>Lease Commencement Date / Liquidated Damages</u> The Proposed Space is to be made available on May 1, 2022, with access to the space thirty (30) business days prior to occupancy date for set-up. Should the successful Offeror fail to make the space available by the date specified in the Reply; the Offeror shall be liable, at the Agency’s discretion for liquidated damages in the amount of \$100.00 for each additional day until the Proposed Space is made available, in accordance with the Liquidated Damages Addendum to the Lease.</p> <p>Space is considered available for occupancy when the Department of Management Services and the Agency (“Departments”) are provided with a signed official and permanent Certificate of Occupancy, an approved State Fire Marshal Final Inspection and the Agency has provided written approval of acceptance to the Lessor. Written approval of acceptance will occur during a walk-through inspection with the Agency’s Program Office Contact, Lessor, Contractor and Tenant Broker contact person.</p> <p>Offeror acknowledges and agrees that the Proposed Space will be available in accordance with the Commencement Date and agrees to the liquidated damages until space is made available.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>3. <u>Term and Renewal Options</u></p> <p>Replies must offer a 6-year initial term. The initial term of the lease for this proposed space will be the Reply that provides the best value for the state. The State requires a minimum of 6 renewal options for 1 year each.</p> <p>Offeror acknowledges and agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>4. <u>Modified Gross Rental Rate</u></p> <p>The Offeror shall provide the Agency with a Modified Gross lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses, insurance, interior and exterior maintenance, and any amortization of required tenant improvements (to the proposed space). Excluding, janitorial services and supplies, utilities, water, recycling services, garbage disposal, security system installation and maintenance.</p> <p>There shall be no pass through of additional expenses. The proposed modified gross lease rental rate for each year of the initial term must be provided. The State is exempt from sales tax on all rent payments. Submitted lease rates are negotiable.</p> <p>Offeror acknowledges and agrees that the Proposed Space will be a Modified Gross Lease.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>5. <u>Parking</u></p> <p>Adequate parking for State employees and visitors is mandatory. The Agency is seeking 3 parking spaces be provided on a lot fully controlled by the Lessor. Number of ADA Spaces to be included is as required by code.</p> <p>Offeror shall notate how many exclusive and non-exclusive parking spaces are being offered to the Agency:</p>	<input type="checkbox"/> Exclusive	<input type="checkbox"/> Non-exclusive
<p>6. <u>Turn-key Build Out</u></p> <p>The Agency requires a “turn-key” build-out by the Offeror. Offeror will assume all cost risks associated with delivery in accordance with the required space program specifications detailed in Exhibit 1.</p> <p>Offeror acknowledges and agrees that the Proposed Space will be “turn-key” build-out in accordance with the specifications detailed in Attachment “A” following the Agency’s approval of an architectural layout provided by the Offeror/Lessor:</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>7. <u>State Standard Lease and Addenda</u> Exhibit "2" to this ITN is the State's required lease agreement form (and related addenda) which contains the general terms and conditions required by the State of Florida. The use of this form is required; no other form will be accepted. Other terms and conditions may be required by the State of Florida to consummate a transaction. Each Offeror should review this form in its entirety. Offeror acknowledges review of the lease agreement form contained in Exhibit "2" and that the form (including all terms, conditions, and addenda) is acceptable should the Proposed Space be selected by the Agency:</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>8. <u>Commission Agreement</u> Exhibit "5" contains the Commission Agreement form. The Offeror should review the Commission Agreement. Offeror acknowledges and agrees to execute and be bound by the TENANT BROKER USE AND Commissions Agreement.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>This ITN contains numerous Exhibits, and Addenda, each of which is an integral part of this ITN. The forms are required to be reviewed, as applicable. A sample of each Exhibit and Addenda is included in this ITN. You must sign the "Certification" acknowledging the forms. The Exhibits include the following:</p> <p>Exhibit 1 <u>Agency Specifications</u> – provides specific detail as to the Agency space requirements.</p> <p>Exhibit 2 <u>Lease Agreement</u> – the State lease form 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. No changes to the form or language are permitted.</p> <p>The following Addenda are included in the original lease agreement upon execution:</p> <ul style="list-style-type: none"> - Air Quality - Employment Eligibility Verification (eVerify) - Liquidated Damages - Proposal Submitted by Lessor <p>Exhibit 3 <u>State Fire Marshal Plans Review & Procedures</u> – this attachment provides general directives regarding the Offeror's compliance with the requirements of the State Fire Marshal.</p> <p>Exhibit 4 <u>Energy Performance Analysis</u> – this Attachment provides a description of the State's energy requirements for the Proposed Space and the energy performance calculation method. The EPA is only to be completed by the selected Lessor and is not required to be completed as a part of the Reply.</p> <p>Exhibit 5 <u>Commission Agreement</u> – this attachment provides for Offeror's agreement of the Tenant Broker as agent for the State.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<p>Should an Offeror's space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Exhibits and Addenda and/or shall be required to complete/provide the information required in any such Exhibit.</p> <p>Offeror acknowledges that he/she has reviewed and understands each of the Exhibits and Addenda to this ITN and the directives contained in this section:</p>		
<p>9. <u>Permitted Use by the State</u> The State's permitted use for the location will be for warehouse space.</p> <p>Offeror agrees and acknowledges that the use of the Proposed space as described above is acceptable and that is in full compliance with all current zoning requirements, regulations, laws and ordinances, etc.:</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>10. <u>Energy Star Rating</u> The State requires, wherever possible, that leased space be in an Energy Star rated facility. The proposed Facility does not have to be Energy Star rated to be considered.</p> <p>Does this facility meet standards of an Energy Star building as determined on the following website: http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?</p> <p>If so, provide the Energy Star rating for this building: _____</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p><u>DISCLAIMER</u> This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and the Agency reserves the right to negotiate with all or none of the respondents in its sole discretion. Please note that the Agency has the right, at any time during the process, to reject any and all Replies that are not, in the Agency's sole discretion, in the best interests of the State. The Agency reserves the exclusive right to make determinations of what constitutes an irregularity in a Reply and whether to waive and/or cure an irregularity.</p> <p>This ITN is neither an offer, contract nor agreement of any kind. Neither the Agency nor the 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.</p> <p>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.</p> <p>Offeror understands and agrees with the Disclaimer set forth in this Section:</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I. 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

FEID or SSN of Prospective Officer

(Authorized Signature)

Relationship to Owner

ATTACHMENT A

**DISCLOSURE OF OWNERSHIP
DISCLOSURE STATEMENT**

(Required to be completed and submitted with the Reply)



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: _____

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. Ownership – Indicate the type of ownership of the facility in which this lease exists.

- a. ☐ Publicly Owned Facility
- b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: _____
Titleholder FEIN or SSN: _____
Name of facility: _____
Facility street address: _____
Facility city, state, zip code: _____

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☐
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☐
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☐
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☐
If "Yes," please stop and immediately contact your state leasing representative.

3. Ownership Disclosure List - (additional pages may be attached)

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

- b. The equity of all others holding interest in the above named facility totals: _____

4. Signatures

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____
Name: _____
Government Entity: _____
Date: _____

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____
Name: _____
Date: _____

ATTACHMENT B

**SPECIAL POWER OF ATTORNEY
FORM**

(If applicable, required to be submitted with the Reply)

STATE OF FLORIDA

Lease Number: 900:0020

SPECIAL POWER OF ATTORNEY

I, _____, _____,
Name Street Address

_____, _____, hereby appoint _____,
City, State Zip Code Name

_____, _____, _____,
Street Address City, State Zip Code

as my attorney in fact to act in my capacity to do any and all of the following:

Any acts necessary regarding the entering of a bid for Lease Agreement No. 900:0200

with the State of Florida, Department of Law Enforcement, for the Building at:

_____, _____ FL _____,
Street Address City Zip Code

title to said property being held by _____.
Name

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers granted shall remain in full force and effect until this Power of Attorney is revoked by me or, the herein above Lease is awarded by the Department of Law Enforcement.

DATED this _____ day _____ of, 20_____.

Signature

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
Name

personally known to me, who, after first being sworn by me, affixed his/her signature in the space provided above this
_____ day of _____, 20_____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires:

**ITN No. 21-0028 Storage/Mixed Use Space for Catastrophe (CAT) Response Equipment
(Lease No. 900:0020)
Attachment C - Vendor Certification Form**

Vendor Contact Information

Vendor Name: _____

Vendor Mailing Address: _____

City, State, Zip: _____

Primary and Alternate Contacts

Primary Contact Person: _____

E-Mail Address: _____

Telephone: () Cell Number: ()

Alternate Contact Person: _____

E-Mail Address: _____

Telephone: () Cell Number: ()

Vendor Diversity Information

Check (X) the appropriate box(es) below to declare Vendor's diversity category. If declaring as a VBE or MBE below, provide the current certification from the Florida Department of Management Services, Office of Supplier Diversity or provide the current certification from another governmental entity (federal, state or local).

Category & Description	Response
Florida Business Enterprise (FBE)	
Vendor's primary corporate/home office in Florida.	Yes
Florida Small Business Enterprise (FSBE)	
Vendor's primary corporate/home office is in Florida and is a "small business" as defined by Section 288.703(6), Florida Statutes.	Yes
Veteran Business Enterprise (VBE)	
Vendor is a "certified veteran business enterprise" as defined by Section 295.187(3)(a), Florida Statutes, or have a comparable certification from another government entity (federal, state or local).	Yes
Minority Business Enterprise (MBE). <i>If applicable, select all that apply:</i>	
Vendor is a "certified minority business enterprise" as defined by Section 288.703(1), Florida Statutes, or have a comparable certification from another government entity (federal, state or local).	<div>African American</div> <div>Asian American</div> <div>Hispanic American</div> <div>Native American</div> <div>American Woman</div>

**ITN No. 21-0028 Storage/Mixed Use Space for Catastrophe (CAT) Response Equipment
(Lease No. 900:0020)
Attachment C - Vendor Certification Form**

Conflicts of Interest

Vendors must disclose whether they have any current or reasonably foreseeable conflict of interest involving Citizens by responding to each of the six statements in the boxes below.

- Select 'Yes' if a Potential Conflict of Interest exists or if you are uncertain whether a particular circumstance constitutes a Potential Conflict of Interest. ***If 'Yes' is selected, you must provide an explanation on a separate document and attach it to this form.***
- Select 'No' if a Potential Conflict of Interest does not exist.
- Select 'None Known' ***only if*** (i) it is unduly burdensome to discover the correct response for reasons such as Vendor's workforce is so large that it is unreasonable to ascertain whether any Potential Conflict of Interest exist, and (ii) you in fact have no knowledge of any Potential Conflict of Interest. ***If 'None Known' is selected, you must provide an explanation on a separate document and attach it to this form (the explanation must describe why it is unduly burdensome to answer Yes or No).***

Potential Conflict of Interest	Yes	No	None Known
1. Employment by Vendor of a current Citizens employee or Board member, or Relative of a current Citizens employee or Board member.			
2. Employment by Vendor of a former Citizens Senior Manager or Board member, or Relative of a former Citizens Senior Manager or Board member.			
3. Direct or indirect ownership of Material Personal Financial interest in the Vendor by a Citizens employee, Board Member, or Relative of a Citizens employee or Board Member.			
4. A past, present, or foreseeable payment or provision of anything of value by Vendor to a Citizens employee, Board Member, or Relative of a Citizens employee or Board Member that could reasonably appear to influence the employee's or Board Member's official actions or judgement.			
5. An unfair competitive advantage exists in favor of Vendor with regard to a Citizens contract for which Vendor is competing. An unfair competitive advantage exists when the vendor competing for award of a contract obtained either: (i) access to information that is not available to the public and which would assist the vendor in obtaining the contract, or (ii) source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.			
6. Vendor, through any affiliates, subsidiaries, or other ongoing business relationships, has a potential or actual conflict between services that may be provided by Vendor to Citizens and the activities of the affiliate, subsidiary, or ongoing business relationship.			

Definitions:

Relative means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Senior Manager means the President; a person employed as an executive who directly reports to the President; the Chief Internal Auditor; the Inspector General; and any other person designated by Florida law to be a Senior Manager of the corporation.

Material Personal Financial Interest in a Vendor means any position as owner, proprietor, manager, partner (active or silent), officer, director, shareholder or beneficiary of such Vendor. A material personal financial interest does not, in most instances, pertain to ownership of a limited number of shares in publicly held firms, shares owned through a mutual fund, or personal bank accounts. However, direct or indirect ownership of more than five (5) percent of the total assets or capital stock of a Vendor constitutes a material personal financial interest in such Vendor.

Attachment C - Vendor Certification Form

Public Records

All Vendor Proposals are subject to Florida public record laws. Citizens must disclose a requested record to the public with limited exceptions. Disclosure protections are restricted to information classified as confidential and/or exempt under Florida Statutes (Protected Records). Refer to Section 3.3 Public Records of the RFP for further guidance. **Select ONE of the below:**

Vendor HAS NOT SUBMITTED a redacted version of its Proposal. Therefore, Citizens may produce Vendor's full, complete, and non-redacted Proposal without notice to Vendor.	
Vendor asserts that a portion of its Proposal is confidential and/or exempt under Florida Public Records law. Therefore, Vendor HAS SUBMITTED a redacted version of its Proposal. This redacted version contains Vendor's entire Proposal. Vendor has only redacted the Protected Records. Citizens may produce this redacted version of Vendor's Proposal without notice to Vendor.	

Authorized Representative Signature: The statements and certifications in this Form must be signed by an authorized representative of the Vendor who has knowledge of Vendor's operations and personnel sufficient to in good faith provide necessary disclosures on behalf of the Vendor. **By affixing my signature to this form, I hereby state that (A) I am an authorized representative of the Vendor named above, (B) all of the information provided above is true and complete to the best of my knowledge, (C) I have read the entire solicitation and its attachments, and (D) my organization and its principals agree to abide by all of the terms and conditions of the solicitation.**

Printed (Typed) Name: _____

Title: _____

Signature: _____

Date: _____

**ITN No. 21-0028 Storage/Mixed Use Space for Catastrophe (CAT) Response Equipment
(Lease No. 900:0020)**

Attachment D: Responsible Vendor Review Form

In accordance with Section 287.057, Florida Statutes, a contract pursuant to this Solicitation can only be awarded to a "responsible vendor." A responsible vendor means "a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance." Section 287.012(25), Florida Statutes.

To assist in making this determination, Vendors responding to this Solicitation are required to fully and accurately answer each of the questions below. **For each "Yes" answer to questions 2.1 through 2.8, Vendors must provide a detailed written explanation and attach copies of any relevant documents cited in the explanation.** Answering "Yes" to questions 2.1 through 2.8 will not necessarily disqualify a Vendor from participating in this Solicitation. However, failure to provide additional information as requested by Citizens may disqualify a Vendor.

Citizens will base its determination of a Vendor's responsibility on: (a) information provided by Vendor in response to this form; (b) information provided elsewhere in a Vendor's response to the Solicitation (including financial information); and, (c) information obtained from independent research (including information Citizens obtains from the internet or from third parties).

Vendors shall provide immediate written notice to Citizens if, at any time prior to contract execution, a Vendor learns that the information provided in connection with this form was erroneous when submitted or has become erroneous by reason of changed circumstances.

Vendors must contact the Procurement Officer with any questions regarding this form.

1.1	Vendor's financial soundness will be evaluated separately as further described in the Solicitation.	
Within the last ten (10) years, in the State of Florida or any State or Federal jurisdiction has the Vendor or any of its officers, directors or owners:		
2.1	Been subject to a revocation, suspension, disbarment, administrative complaint, sanction, fine, adverse action, or disciplinary action relating to any business or professional permit, certification, and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2	Been suspended, debarred, or disqualified from any government contracting process or agreed to a voluntary exclusion from any government procurement process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3	Been subject to a formal monitoring agreement or corrective action plan as part of a contract with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4	Been subject to an indictment, administrative proceeding, civil action or judgment in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5	Had a government contract terminated for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6	Been convicted of a crime related to governmental or nongovernmental contracting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.7	Been subject to a governmental investigation relating to alleged violation of any statutory or regulatory violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.8	Had a judgment entered in a civil lawsuit based on an allegation of fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**ITN No. 21-0028 Storage/Mixed Use Space for Catastrophe (CAT) Response
Equipment (Lease No. 900:0020)
Attachment D: Responsible Vendor Review Form**

Does the Vendor:		
3.1	Have the necessary organization, experience, accounting and operational controls, and professional and technical skills to meet its obligations under the proposed contract with Citizens, taking into consideration all existing commercial and governmental business commitments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2	<p>Certify that it either: (1) is properly registered with the Florida Department of State (DOS) to transact business in Florida (provide document number); (2) will register with the DOS prior to entering into a contract resulting from this Solicitation; or, (3) is not and will not be required to register with the DOS?</p> <p>Florida Statutes provide that, under certain circumstances, a foreign (out of state) business entity may not need to obtain a Certificate of Authority from the DOS. If "(3)" is selected in response to the previous question, indicate the circumstance(s) that the Vendor is not required to register with the DOS: (a) the Vendor's sales are made only through an independent contractors; (b) the Vendor's sales are made only through interstate commerce; or, (c) the Vendor shall conduct an isolated transaction that is completed within 30 days and is not one in the course of repeated transactions of a like nature.</p>	<input type="checkbox"/> (1) Document #: <hr/> <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (a) <input type="checkbox"/> (b) <input type="checkbox"/> (c)

General Information:		
4.1	<p>USA Headquarters' Address (if different than point of contact): Street: _____ City / State / Zip: _____</p> <p>Year Founded (include mergers or acquisitions material to this date): _____</p> <p>Employer or Federal Identification Number (EIN) / (FEIN): _____</p> <p>DUNS Number - 9-digit identifier (leave blank if N/A): _____</p> <p>CAGE Code 5-digit identifier (leave blank if N/A): _____</p>	
4.2	Do you have an active State Term Contract (STC), Alternate Contract Source (ACS) or General Services Administration (GSA) contract similar to the scope of services for this solicitation? If yes, provide an attachment with links to the contract(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No

By my signature below, I certify that I am an authorized representative of the Vendor named below and that all of the information provided above is true and complete to the best of my knowledge.

Name and Title

Vendor Name

Signature

Date

**ITN No. 21-0028 Storage/Mixed Use Space for Catastrophe (CAT) Response Equipment
(Lease No. 900:0020)
Attachment E: Financial Review Form**

FINANCIAL REVIEW

1. As a risk management best practice and part of the responsible vendor determination (pursuant to ss. 287.057 and 287.012, F.S.) Citizens will evaluate the Vendor's financial stability, viability and capacity. Citizens will review documentation submitted by the Vendor to evaluate the Vendor's financial stability, viability, and capacity. The extent of the financial review required is based on the perceived level of risk associated with the services procured and term of the contract.

The general standard of review is whether the documents provided demonstrate the Vendor has the financial stability, viability, and capacity to perform the services under the contract for the term of the contract. The following criteria will be integral in applying this general standard:

- a) **Solvency** – the ability of a Vendor to meet its long-term obligations and remain in business over the life of the contract. Solvency analysis includes comparison of total assets, total liabilities, and owner's equity. It also may include consideration of the nature and type of a Vendor's assets and liabilities, and trends in operating results that could affect future solvency over the life of the contract.
- b) **Liquidity** – the ability of a Vendor to pay its immediate or short-term obligations. Liquidity analysis includes comparison of current assets and current liabilities. It also may include consideration of a Vendor's cash flows and cash reserves.
- c) **Profitability** – the financial results of a Vendor's operations; the excess or deficit of revenue over expenses. Profitability analysis includes consideration of a Vendor's recent operating results, trend analysis, and effect on the Vendor's related solvency.
- d) **Capacity** – the financial ability of a Vendor to produce the required goods or services over the term of the contract. Capacity analysis includes consideration of size of the contract to the financial resources available to the Vendor, and to the Vendor's current volume of business.

2. Mandatory Requirement. The Vendor shall submit, the following financial documentation:

- Financial statements including, at a minimum, a balance sheet and income statement for the Vendor's most recent fiscal year (full 12-month period or the period the entity has been in existence if less than one year), identifying the basis of accounting on which the financial statements are reported. Options for complying with this mandatory requirement are provided in Section 3, Financial Statements, below.
- Submission of a current and valid W-9 or W-8 Form is requested along with the other financial documents. Go to www.irs.gov/FormW9 for instructions and the latest information.

3. Financial Statements. Options for complying with the mandatory requirement in Section 2, above, are provided in a) – f), below. The level of assurance provided by the financial statements submitted will be considered by Citizens according to the following priority, in order, beginning with the highest level of assurance:

- a) Financial statements accompanied by the **Audit** report of an independent certified public accountant.
- b) Financial statements accompanied by the **Review** report of an independent certified public accountant.
- c) Financial statements accompanied by the **Compilation** report of an independent certified public accountant.

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Attachment E: Financial Review Form**

- d) Financial statements otherwise prepared by a certified public accountant.
 - e) Financial statements prepared by the Vendor's internal management.
 - f) Consolidated financial statements identified in a) – e) of the Vendor's parent entity together with a parental guaranty assuring the parent entity will financially support the Vendor throughout the term of the prospective contract.
4. Financial Stability, Viability and Capacity Determination (PASS/FAIL). The Vendor may submit its financial documentation in any manner described in Section 3, above. For Vendors submitting documentation under options 3.b) - 3.f), Citizens, or its designee, will assess the financial stability and viability of the Vendor and make a PASS/FAIL determination, considering:
- a) The level of assurance provided by the financial documentation submitted. Lower priority levels of documentation are more likely to require additional documentation under Sections 5 and 6, below.
 - b) The financial condition or position of the Vendor during the most recent year.
 - c) The results of operations of the Vendor during the most recent year.
 - d) Cash flow of the Vendor during the most recent year.
 - e) Assessment of solvency, liquidity, and profitability.
 - f) Assessment of capacity.
 - g) Disclosures regarding subsequent events, contingencies, concentrations, and litigation.
 - h) Any other information included in the financial statements which could have an effect on the financial stability and viability of the Vendor.
5. Financial Review Pending. Citizens may issue a Financial Review Pending status to a Vendor while pursuing alternative or additional documentation under Section 6, below. A Vendor is eligible to advance to evaluations and negotiations after receiving a Financial Review Pending status; however, the Vendor is not eligible for award unless a **PASS** determination is ultimately made by Citizens, or its designee.
6. Clarifications and Additional Documentation. Citizens, in its discretion, may request alternative or additional documentation, or assurances, from Vendors which could assist in demonstrating financial stability and viability. The documentation may include copies of tax returns, interim and supporting accounting reports, banking records, affiliated company financial reports, a parental guarantee, or provide credit ratings, such as, Fitch Ratings, Moody's or Standard & Poor's. The level of assurance and applicability of such information submitted by a Vendor will be considered by Citizens in making its PASS/FAIL determination.

SUBMISSION CHECKLIST

W-9 or W-8 Form
Complete Financial Statements for the Most Recent Fiscal Year. Financial Statements should Include:
1. Balance Sheet
2. Income Statement
Redacted Financial Information - Refer to Section 3.3 of the Solicitation

ATTACHMENT F: QUESTIONNAIRE**Instructions:**

Vendors **shall submit** the answers to this Questionnaire with their Proposal. Answers may be submitted in the yellow space provided or in a separate attachment.

Please be thorough but concise in your answers. Answers may reference attachments which are clearly labeled and included separately with the Reply. Providing excessive materials may detract from a Vendor's score.

Answers will be evaluated as described in Article V, Reply Evaluation Criteria.

Section A – Location (Up to 20 points)

1. What is the physical street address of the proposed location?

2. Is the proposed location in Duval County? ☐ Yes ☐ No

3. Is proposed location in a Flood Zone? Is so, disclose the Flood Zone and provide a FEMA Flood Zone map indicating property location. ☐ Yes ☐ No

4. Is there any litigation, right to access or use any of the proposed spaces offered that might adversely impact Citizens use? ☐ Yes ☐ No

5. Ability to meet occupancy date of May 1, 2022. ☐ Yes ☐ No
Alternate date: _____

6. Photos attached of proposed space? ☐ Yes ☐ No

7. I am aware a broker is required to complete this transaction and any commission must be paid by vendor. Acknowledged: ☐ Yes

Section B – Building / Storage Specifications (Up to 40 points)

8. What is the total square feet proposed? What portion of the proposed is conditioned / non-conditioned? Please attach a copy of the floorplan / layout of the proposed space.

9. Is the entry to the space being proposed on the ground level? ☐ Yes ☐ No

ATTACHMENT F: QUESTIONNAIRE

10. Describe what space is heated, cooled, both or neither? Attach floorplan making notations if needed.	
11. What is the current wind load rating for the proposed Facility?	
12. A minimum height of 20 feet to accommodate the height of response vehicles and attached equipment is preferred. What is the actual ceiling height of the proposed space?	
13. Entry doors that are a minimum of 18 feet wide and at least 20 feet high is preferred. What are the actual dimension of entry doors to access the proposed space? What type of doors are the entry doors (rollup, hinged, slide)? Are they automated / powered? Do they have remote controls?	
14. Please describe any type of lightning protection and/or electrical surge mitigations in place?	
15. If electrical is not in place to our specifications, would permission be given to enable electrical work to be installed by a licensed vendor at Citizens cost?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Would you allow Citizens to install network cabling needed to support internet connectivity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Would you allow Citizens to install a security system for leased space at their cost if one is not provided or sufficient?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Would you allow for a portable AC to be installed in the space?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Please describe any type of fire suppression system is in place in proposed leased space?	
20. What type of venting/ventilation system, if any, is in place? Is it sufficient to run generators within the space for testing or is outside the space required for any motorized equipment use?	

ATTACHMENT F: QUESTIONNAIRE

21. Are electrical utilities included in rental cost?	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Is proposed space able to meet conditioned space specifications as outlined in 2.3 General Specifications, Section 2, Meeting and Workspace?	<ul style="list-style-type: none"> •Meeting Room (800-1,000 +/- USF) <input type="checkbox"/> No <input type="checkbox"/> Yes: Size _____ •Workspace Area (200 USF) <input type="checkbox"/> No <input type="checkbox"/> Yes: Size _____ •Storage space (500-600 USF) <input type="checkbox"/> No <input type="checkbox"/> Yes: Size _____ •Access to bathroom facilities (24x7) <input type="checkbox"/> No <input type="checkbox"/> Yes: Hours Available _____

Section C – On-Site Service Area Specifications (Up to 20 points)

23. Does the proposed site have available space to support a flat, paved surface area of approx. 100 x 100 or larger? What is an alternative solution? Attach a copy of site plan highlighting space available for use.	<input type="checkbox"/> Yes <input type="checkbox"/> No
24. Please describe the available parking to users of the space that will be working and testing equipment on a frequent basis?	
25. Is there available parking for additional visitors if, and when meeting room space is used? Up to 20 people could be necessary to be on-site. What is an alternative solution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
26. Is there adequate open space that will allow for easy maneuverability for entry and exit of response vehicles?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT F: QUESTIONNAIRE

27. Is there any covered parking available?	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Is access to the site available 24 hours, seven (7) days a week?	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. What type of security is provided for the physical site and parking area as a whole?	Is the property fenced in? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there exterior lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the property lit from dusk to dawn? <input type="checkbox"/> Yes <input type="checkbox"/> No Does the property have a security system? <input type="checkbox"/> Yes <input type="checkbox"/> No Does the property have external cameras? <input type="checkbox"/> Yes <input type="checkbox"/> No Does the property have security personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No Does the property have backup power, or an override should an electrical outage occur? <input type="checkbox"/> Yes <input type="checkbox"/> No
30. Describe any other security related features.	
31. Does site have plumbing to support an outside vehicle washing station that could be used at no additional cost?	<input type="checkbox"/> Yes <input type="checkbox"/> No
32. Does the site have access to a trash dumpster?	<input type="checkbox"/> Yes <input type="checkbox"/> No
33. Is there an additional cost to Citizens for use of the trash dumpster?	
34. Please provide any other information about the proposed site that would be helpful in understanding what your site location has to offer?	