

**ITN NUMBER 700:1188**  
**DEPARTMENT OF CORRECTIONS**  
**FINANCE AND ACCOUNTING OFFICE**  
**Leon COUNTY**  
**NOVEMBER 9, 2017**

- 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**
- VIII. AGENCY SPECIFICATIONS (ATTACHMENT A) OF THIS INVITATION TO NEGOTIATE, AND REQUIRED ATTACHMENTS B THRU L**

This ITN, future amendments, notices, etc., related to the ITN will be available and accessible thru the State's Vendor Bid System (VBS) link: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)  
It is the responsibility of interested individuals to check the VBS site for future postings under the ITN.

## I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Corrections (hereinafter referred to as the "Agency"), requests your participation in a space search in Tallahassee, Leon County, Florida [refer to detailed boundaries as specified in **Attachment B**]. The Department of Corrections is seeking detailed and competitive proposals to provide built-out office facilities and related infrastructure for the occupancy by the Agency. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate in accordance with this Invitation to Negotiate, see Attachment 'A' which includes the Agency Specifications detailing the build-out requirements. The Department of Corrections has authorized CBRE, Inc. (Tenant Broker Representative) to be its exclusive representative during this solicitation for space.

All responses to this Invitation to Negotiate Number 700:1188 (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 Department of Corrections at the address specified in Article II of this Invitation to Negotiate.

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

***This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and the State reserves the right to negotiate with all or none of the respondents 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. ITN INSTRUCTIONS AND GENERAL INFORMATION

### A. PROPOSAL REPLIES

Complete written Replies must be received at the below address no later than **10:30 AM (EST) on January 10, 2018** in order to be considered. Submissions must include:

- The original and two copies of the Reply;
- Two electronic copies (on CD-ROMs in .pdf format)
- Submission must be in a sealed envelope (or other sealed/suitable package)
- Clearly mark the outside of the sealed envelope with the referenced ITN (**ITN Number 700:1188**).

**The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:**

**Florida Department of Corrections  
Division of Facilities Management & Building Construction  
ATTN: Richard A. Roesler - Leasing Section  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500**

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. Replies will be opened at **10:45 AM (EST) on January 10, 2018** at the address referenced in Item C, Key Invitation to Negotiate Dates.

**B. QUESTIONS REGARDING THE ITN**

Any questions or clarifications regarding this ITN or its specifications are to be submitted, **in writing** (which may include e-mail), to the Agency’s Official Contact Person specified in subsection D (Official Contact Person – Agency) of this Article II.

Any such questions or request for clarification must be received in writing **no later than 5:00 PM (EST) on November 16, 2017**. Answers to questions will be posted on **November 30, 2016** on the Vendor Bid System (VBS) web site at: <http://myflorida.com/apps/vbs/vbs www.main menu>;

Material clarifications, amendments to specifications, notices, and/or other information related to this ITN (as solely determined by the Agency) will be posted on the Vendor Bid System (VBS) web site at: <http://myflorida.com/apps/vbs/vbs www.main menu>.

**It is the responsibility of interested individuals to check the VBS website frequently for required Addendums, Notices and/or other postings relevant to this ITN.**

**C. KEY INVITATION TO NEGOTIATE (ITN) DATES**

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

DATE AND TIME	ITEM/TASK
November 9, 2017	Date on which the ITN is advertised on the Vendor Bid System at: <a href="http://myflorida.com/apps/vbs/vbs www.main menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>
November 16, 2017 @ 5:00 PM (EST)	Deadline for submitting questions, in writing, relating to this ITN (Refer to Article II, Section B)
November 30, 2017 @ 5:00 PM (EST)	Date responses to written questions received relating to this ITN will be posted at: <a href="http://myflorida.com/apps/vbs/vbs www.main menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>
January 10, 2018 @ 10:30 AM (EST)	<b>Deadline for Receipt of Replies.</b> (Refer to Article II, Section A) <i>EXCEPTIONS AND/OR LATE REPLIES WILL NOT BE ACCEPTED</i>
January 10, 2018 @ 10:45 AM (EST)	<u>Date, Time and Location for Opening of Replies:</u> Florida Department of Corrections - Leasing Section Holland Building – Rm 327 600 South Calhoun Street Tallahassee, FL 32399-2500
January 11, 2018 – January 18, 2018	Time period for evaluation of Replies
January 19, 2018 – January 31, 2017	Time period for negotiation with preferred Offeror(s)
February 1, 2018 – February 19, 2018	Estimated Time period for Agency Decision of Recommendation/Intent to Award
February 20, 2018 – March 27, 2018	Estimated Date of Notice of Intent of Award on Vendor Bid System at: <a href="http://myflorida.com/apps/vbs/vbs www.main menu">http://myflorida.com/apps/vbs/vbs www.main menu</a> ;
<b>April 1, 2019</b>	<b>Effective Lease Date/Occupancy</b>

**NOTE:** The above ‘Key ITN Dates’ dates which are identified as ‘estimated’ are subject to change in the sole and absolute discretion of the Agency.

Offeror’s Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
Offeror’s Initials

**D. OFFICIAL CONTACT PERSON(S) – TENANT BROKER**

Questions relating to this ITN 700:1188 should be directed *in writing only* to the below-listed individual:  
All communication relating to this ITN should include the reference: **ITN 700:1188** in the SUBJECT line.

Agency Authorized Tenant Broker Representative – ITN 700:1188

**CBRE, Inc.**

Attention: David Hulsey, Licensed Real Estate Broker

Email: [david@tbsfl.com](mailto:david@tbsfl.com); (or)

US Postal: 2608 Thomasville Road

City/State/Zip: Tallahassee, Florida 32308

The above is the only individual authorized to respond to comments and/or questions regarding this ITN.

**E. OFFICIAL CONTACT PERSON – OFFEROR**

Each Offeror must provide the below contact information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_

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.

**G. COOPERATION WITH THE INSPECTOR GENERAL**

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**H. SUBMISSION OF MULTIPLE OFFERS**

If an Offeror has more than one site to be offered under this ITN, he/she may submit a complete Reply for each site in a separate sealed envelope in accordance with Section II (A) above. All other terms and conditions required by this ITN are applicable for each submittal.

## I. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at the Department of Corrections' Leasing Office because of a disability should call [Richard A. Roesler, 850-413-0666](tel:850-413-0666), at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, use the Florida Relay Service at (800) 955-8771 (TDD) in order to contact the Leasing Office.

## 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. The parking area(s) include the area of ingress and egress of same.

- **The owner of record of the facility and parking area** – Submit a copy of the deed(s) evidencing clear title to the property proposed with the Reply.
- **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods with the Reply.
- **The authorized agent, broker or legal representative of the owner(s)** – If applicable, submit a copy of the Special Power of Attorney authorizing submission of the proposal with the Reply.
- **The holder of an option to purchase** – If applicable, 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 with the Reply.
- **The Holder of an option to lease the property offered** – If applicable, submit documentation of an option to lease the facility with authorization to, in turn, sublease, with the Reply. 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 D** - the Disclosure of Ownership form must be completed and returned with the Reply.
- **Attachment J** - Business Reference of Offeror must be completed and returned with the Reply.
- **Attachment K** - Agency Disclosure and Commission Agreement (Tenant Broker) – At the time of submittal of a Reply, Offeror shall agree to execute a Commission Agreement if selected for award. The **successful** Offeror, in coordination with the Department's tenant broker representative, shall complete, execute and return a Commission Agreement within [fifteen \(15\)](#) business days after notification of award.
- **Attachment L** – If applicable, a Special Power of Attorney must be completed and executed by the owner and returned with the Reply.
- **Certification** - each Offeror must complete the Certification and provide proof of authority as specified in Article VII and return with the Reply.

- Offeror's Reply must have initials where indicated at the bottom of each page of the ITN as acknowledgement of understanding and agreement to comply with the ITN requirements therein.
- Replies received with amendments, strikethroughs, notations, etc. to the ITN, including but not limited to Agency Specifications, Attachments and Addendums, may be considered as the Offeror's unwillingness and/or inability to comply and shall render the Offer as non-responsive.

2. Interior/Space Planning: (Required to be submitted with the Reply)

- **Each Reply shall include a floor plan to scale** (Example: 1/4" or 1/2" = 1'0") showing the **present configurations** with verified square footage measurements and a summary of square footage measurements and square footage calculations to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet.
- In addition, **each Reply shall include a 'test fit' floor plan, drawn to scale** (Example: 1/4" or 1/2" = 1'0") of the **proposed space** shall be provided. The 'test fit' floor plan shall delineate space utilization consistent with Item 13 – Space Requirements (page 25). The floor plan shall include square footage measurements and square footage calculations summary to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet.

**Note:** See Attachment H, Standard Method of Space Measurement (pages 75-78) for SF measurement guidelines for all floor plans and/or A/E plans requirements referenced in this ITN.

**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, the Agency nor the State's Tenant Broker 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 a **25,862 (minimum) to 27,155 (maximum)** net usable square feet of space (as defined below) within the Boundaries (as set forth in Attachment "B").

Offer must specify the amount of "net usable square feet" offered within the minimum-maximum range stated.

The type of space required is an **existing building** which will be used as office space to house a Department of Corrections' Finance & Accounting Office. In order to be 'existing', the proposed space shall be enclosed with a roof system and exterior walls in place at the time of submittal of the Reply.

Offeror must provide the address of space offered.

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 (Florida Administrative Code 60H-2.003). The Agency and DMS 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 clean, ready-to-operate space.

Provide the amount of 'usable square feet' of space offered, the location of the Proposed Space in a building(s) and the address of the Proposed Space below:

• **The number of Usable Square Feet offered in the Proposed Space is:** \_\_\_\_\_

• **Name of the Building (if applicable) and the location of the proposed space within the building:**

**Building Name:** \_\_\_\_\_

**Suite(s) Numbers within Building:** \_\_\_\_\_

**Address (US Postal) of the Proposed Space:** \_\_\_\_\_

**Property Parcel ID Number (County):** \_\_\_\_\_

**Building BOMA Rating:** \_\_\_\_\_ **Class:** \_\_\_\_\_

**BOMA Building Classifications (as defined by the Building Owners and Managers Association)**

Offer to identify the BOMA Rating of the offered property, *based on its current condition*, in accordance with BOMA Building Classifications.

**Class A:** Building has excellent location and access to attract the highest quality tenants. Building must be of superior construction and finish, relatively new or competitive with new buildings, and providing professional onsite management.

**Class B:** Building with good location, management and construction land tenancy. Building can compete at low end of Class A. Class B building finishes are fair-to-good for the area and systems are adequate.

**Class C:** Generally an older building with growing functional and/or economic obsolescence. Building competes for tenants requiring functional space at rents below the average of the area.

**Class D:** An older building in need of extensive renovations as a result of functional obsolescence or deterioration.

**B. LEASE COMMENCEMENT DATE – April 1, 2019**

The Proposed Space is to be made available on **April 1, 2019, the Lease Commencement Date**. Should the successful Offeror/Lessor fail to make the space available for occupancy by **April 1, 2019**, as specified in the Reply; the Offeror/Lessor shall be liable to the Agency for liquidated damages in the amount of **\$800.00** for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror to request an extension (in writing) from the Agency. If the delay is greater than **sixty (60)** days, the Agency shall have the right to terminate the lease.

**Offeror/Lessor agrees to make the Proposed Space available for occupancy by the Lease Commencement Date. (use an X to mark one of the following):** YES  or NO

The Department of Corrections' shall be allowed to move office equipment and furniture into the premises and operate **five (5) days** prior to the Lease Commencement Date at no charge to the Department.

**Offeror/Lessor agrees to make the Proposed Space available and ready to operate five (5) days prior to the Lease Commencement Date at no charge to the Department. (use an X to mark one of the following):**

YES  or NO

**C. TERM AND RENEWAL OPTIONS**

The term of this requirement will be **seven (7) years** from the Lease Commencement Date. The State requires a minimum of **two (2) renewal options** for **five (5) years** each. Verify that you will be able to provide the State with this term and these renewal options. As to the renewal options, propose rates for each year of the renewal term(s) in section D below.

**Offeror agrees that the Proposed Space will be available to the Agency throughout the Initial Lease Term (this includes the base term and optional renewal terms) as specified above (use an X to mark one of the following):**

YES  or NO

**D. AGENCY DISCLOSURE AND COMMISSION AGREEMENT (TENANT BROKER)**

Offeror understands the Agency is utilizing the services of a Tenant Broker representative for this lease space requirement and the successful Offeror shall execute a Commission Agreement, in coordination with the Department's Tenant Broker representative, within **fifteen (15) business days** of notification of Award.

**Offeror agrees and acknowledges that a Tenant Broker Commission Agreement is a requirement and the successful Offeror shall be required to execute a Commission Agreement as described above.**

(use an X to mark one of the following):

YES  or NO

**E. FULL SERVICE (GROSS) RENTAL RATE**

The Offeror/Lessor shall provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to, janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the proposed space. There shall be no pass through of additional expenses.

The State is exempt from sales tax on all rent payments.

The present value discount rate to be used in evaluating the base term of the proposals received is **2.16%**.



1. The Department will only accept flat rental rates for the Initial (Base) lease term. Offers received that reflect escalator clauses and/or escalator rates will be rejected and deemed non-responsive.

**Provide the proposed Full Service rent for each year of the Initial (Base) Term:**

INITIAL (BASE) TERM	NET RENTABLE SQUARE FEET	RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate \$/SF x Net SF)
Year 1 thru Year 7			

2. The Department will only accept flat rental rates for each of the two (2) five-year Renewal Option Terms. Offers received that reflect escalator clauses and/or escalator rates will be rejected and deemed non-responsive.

**Provide the proposed Full Service rental rate for the two (2) five-year Renewal Option Terms:**

RENEWAL OPTION 1	NET RENTABLE SQUARE FEET	RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate \$/SF x Net SF)
Year 1 thru Year 5			

RENEWAL OPTION 2	NET RENTABLE SQUARE FEET	RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate \$/SF x Net SF)
Year 1 thru Year 5			

**F. PERMITTED USE BY THE STATE**

The State’s permitted use is for a [Department of Corrections’ Finance & Accounting Office](#) which includes general office purposes as well as appropriate appurtenant uses such as cafeteria, training areas, vending, computer rooms, etc.

**Offeror agrees and acknowledges that the use of the Proposed Space as described above is acceptable and that it is compliant with all laws: (use an X to mark one of the following):** YES  or NO

- G. 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 specifications detailed in this ITN, including **Attachments A thru L** (see Item 5, page 20).

**Additionally, offers for space which is currently under lease with, or occupancy by, the Department of Corrections’ does not exclude the Offeror from meeting the requirements specified in this ITN document.**

**Offeror agrees to provide “turn-key” build-out/improvements in accordance with the specifications detailed in this ITN. (use an X to mark one of the following):** YES  or NO

**H. OTHER TENANTS (If applicable, Offeror must provide documentation with the Reply)**

If the offered space and/or parking spaces (or any portion of either), is presently occupied or will be covered by an active lease(s) at the specified availability need date of this ITN, the Offeror is responsible for submitting written documentation with the Reply of the tenant(s) acknowledgement of the Offeror's proposal and tenant's ability to vacate premises by the proposed date, or earlier, in order to allow Offeror to commence and complete renovation work which will allow the Agency's occupancy in accordance with the April 1, 2019 effective date, or five (5) business days prior to the stated effective date if specified in this ITN.

**Offeror agrees to disclose, with the Reply, other tenant arrangements of the proposed office space and proposed parking spaces and that such tenant arrangements shall not impact the availability of the offered space, parking, or any part thereof, to the Agency by the specified need date. (use an X to mark one of the following):** YES  or NO

**I. ENERGY STAR RATING**

The State requires wherever possible that leased space be in an Energy Star rated facility.  
[http://www.energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfoliomanager?](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?)

**Does this facility currently meet the standards of an Energy Star Building as determined thru the above website? (use an X to mark one of the following):** YES  or NO

**J. LEASE**

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

**Offeror acknowledges that he/she has reviewed the form lease agreement contained in Attachment "C" and that the form (including all terms and conditions) is acceptable should the Proposed Space be selected by the Agency: (use an X to mark one of the following):** YES  or NO

**K. ANTENNA ROOF RIGHTS**

At all times during the Lease Term and during subsequent renewal terms, the State shall have non-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 K (use an X to mark one of the following):** YES  or NO

**L. ATTACHMENTS**

This ITN contains numerous Attachments, each of which is an integral part of this ITN. The Attachments include the following:

- Attachment A** Agency Specifications – provided as a construction cost guide for Offerors.
- Attachment B** Boundaries – details the boundaries within which all Proposed Space must be located.
- Attachment C** Lease Agreement – This State Form Lease, and Addendums thereto, 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, including their ‘Application for Plan Review’. This requirement must be met prior to Lease approval.
- Attachment F** Energy Performance Analysis (EPA) – This Attachment provides a description of the State’s energy requirements for the Proposed Space. The Offeror selected for award under this ITN shall comply with this requirement **before final approval of the lease agreement**.
- Attachment G** Doing Business with the State of Florida – This attachment provides general instructions for registration with various State governmental agencies which the Offeror must complete if awarded the ITN:
- Attachment H** Standard Method of Space Measurement – This attachment provides methodology for measurement of the usable square footage of the proposed space. The measurements are to be used on floor plans and/or architectural plans to document the applicable usable square footage.
- Attachment I** Business References of Offeror – Offeror must **complete and return** a copy with the Reply.
- Attachment J** Commissions Agreement (Tenant Broker) – At the time of submittal of a Reply, Offeror shall agree to execute a Commission Agreement if Offeror is selected for award. The Offeror which is selected for award shall, in coordination with the Agency’s Tenant Broker, complete and execute a Commission Agreement within fifteen (15) business days of notification of award. All signatures on the Tenant Broker Commission Agreement must be ‘originals’.
- Attachment K** Special Power of Attorney – (if applicable), must be completed and executed by the Owner and returned with the Reply.

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 and/or provide the information required in any such Attachment as applicable.

**Offeror acknowledges that he/she has reviewed and understands each of the Attachments to this ITN and the directives contained in this Article IV, Section L. (use an X to mark one of the following) and agree to comply:**

YES  or NO

**M. PARKING**

Adequate parking for Department of Corrections' employees and visitors is mandatory. Respondents must make available a minimum of one hundred and forty (140) non-exclusive parking spaces and ten (10) exclusive/marked spaces. Preference will be given to offers for 'exclusive' and 'on-site' parking. (see Item 6, Attachment A - Agency Specifications, page 21).

Offeror acknowledges the above and affirms that the Proposed Space meets the parking requirement set forth in this Section M (use an X to mark one of the following): YES  or NO

**N. DISCLAIMER**

This ITN is an invitation to negotiate and is for discussion purposes only. It is not an offer, contract or agreement of any kind. Neither the Agency nor the Offeror/Lessor shall have any legal rights or obligations whatsoever between them and neither shall take any action or fail to take any action in reliance upon any part of these discussions until the proposed transaction and a definitive written lease agreement is approved in writing by the Agency. This ITN shall not be considered an offer to lease. The terms of any transaction, if consummated, shall not be final nor binding on either party until a Lease Agreement is executed by all parties. This ITN may be modified or withdrawn by the Agency at any time.

Offeror understands and agrees with the Disclaimer set forth in this Section N (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/Tenant Broker 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/Tenant Broker 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 **thirty (30) days from the date the Department's notice of award is posted on the State's Vendor Bid System (VBS)**. 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/Tenant Broker 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 Rates):**

**Rental rates for Initial Lease Term of lease.** Rates evaluated, using total present value methodology for Initial Lease Term of lease, by application of the present value discount rate of **2.16%**.

.....**Maximum points: 30**

**Rental rates for optional renewal terms of lease.** Rates evaluated, using total present Value methodology for renewal terms of lease, by application of the present value discount rate of **2.16%**.

.....**Maximum points: 10**

**B. Location:**

The effect of environmental factors (including the physical characteristics of the building, and the area surrounding it), on the efficient and economical conduct of department operations planned for the requested space. Proposed facility must meet location specifications as identified in Attachment B, Boundaries.

..... **Maximum points: 15**

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

.....**Maximum points: 5**

**Security issues of the offered building, associated parking and surrounding neighborhood, as evidenced by quality of exterior lighting and obstructed entrances/exits and as evidenced by Police/crime reports. (Note: Police/crime reports will be obtained and reviewed by the Department.)**

..... **Maximum points: 5**

**C. Property:**

**Existing design of, or capability of, the offered space to achieve efficient layout and utilization of space and energy performance.**

..... **Maximum points: 5**

**Availability of the total aggregate square footage in contiguous space within a single building. Providing a first floor location is preferred.**

..... **Maximum points: 10**

**Extent to which the proposed building, parking area(s) and property is conducive to future expansions.**

..... **Maximum points: 5**

The availability of parking, the accessibility and layout of the parking area(s) to best accommodate the Department's needs. Preference will be given to exclusive and on-site parking.

..... **Maximum points: 10**

- D. Historical performance of the Offeror. References from current or past (within the past five (5) years) tenants of the Offeror must be provided in accordance with the below.**

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

..... **Maximum points: 5**

**TOTAL POINTS –ALL CATEGORIES: 100**

## **VI. PROTEST PROCEDURES**

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 255.25(3)(d) of the Florida Statutes and Rule 28-110 of the Florida Administrative Code. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. NOTICE OF PROTEST OF THE SOLICITATION DOCUMENTS SHALL BE MADE WITHIN SEVENTY-TWO HOURS AFTER POSTING OF THE SOLICITATION. Questions to the Official Contact Person shall not constitute formal notice. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**VII. CERTIFICATION**

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

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

\_\_\_\_\_  
**Offeror's Name**

\_\_\_\_\_  
**Prospective Lessor's Name**

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or type title)

\_\_\_\_\_  
Relationship to Owner

# TABLE OF CONTENTS

Attachment A -----Agency Specifications

Attachment B -----Boundaries

Attachment C -----Lease Agreement with Addendums A, B, C, D, E & F

Addendum A - Janitorial Services

Addendum B - Liquidated Damages

Addendum C - Employment Eligibility Verification

Addendum D - Indoor Air Quality

Addendum E - Pubic Records

Addendum F - Additional Terms and Conditions

***\*Attachment C and Addendums A – F are for Information only – do not complete***

Attachment D -----Disclosure Statement

**\*Required - Complete and submit with Proposal**

Attachment E -----Division of State Fire Marshal, Plans Review Fees,  
Procedures and Requirements

**\*Required to be completed by the successful Offeror prior to occupancy/effective date of the Lease Agreement**

Attachment F -----Energy Performance Analysis

**\*Required to be completed by the 'selected' Offeror prior final approval of the lease agreement**

Attachment G -----Doing Business with the State of Florida

**\*Information only regarding new Vendor Registration (MFMP); filing a W-9; and Direct Deposit,**  
Successful Offeror must comply with applicable registrations upon Award of ITN.

Attachment H -----Standard Method of Space Measurement

**\*Standards for identifying measurements and determining net rentable Square Footage on all floor plans and/or  
architectural floor plan submissions specified in this ITN**

Attachment I -----Business References of Offeror

**\*Required - Complete and submit with Proposal**

Attachment J -----Commission Agreement (Tenant Broker) Form

***\*Do not complete.***

Attachment K -----Special Power of Attorney

**If applicable, Attachment L must be completed, executed by the Owner and returned with the Reply**

Documents Checklist (pages 17 – 18): Offeror shall review, complete and, if applicable, provide documentation  
specified with the Reply in order for the Reply to be responsive.



## DOCUMENTS CHECKLIST- ITN OFFER

### I. MANDATORY DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE REPLY

Failure to provide the mandatory documents identified in this Section I – Mandatory Documents to be submitted with the Reply, shall render the Reply as Non-Responsive and the Offer will not receive further consideration.

- Offeror's Initials** – Initial at the bottom of each page as indicated;
- Completed ITN Packet** – Complete Page 1 – 15 and provide signed Certification (page 15 of 86)
  - ITN, Article II, E (page 4 of 86) – Provide the contact information of the Offeror
  - Control of Property (Proof of Authority)** – For a reply to be responsive, it must be submitted by one of the entities listed in Article III, A. 1. Of the ITN and must include supporting documentation proving such status. This requirement applies to the building (structure), the proposed parking area(s), and the area(s) of ingress and egress thereto (Control of Property, pages 5 – 6).
- ITN, Article III, A. 2 – Interior Space Planning (Page 6):
  - Each Reply must include a floor plan which is drawn to scale (i.e., ¼" or ½" = 1'0") showing the **present configurations** with verified square footage measurements and calculations (total gross/total non-usable/total net usable square feet); **and**,
  - Each Reply must include a **'test fit'** floor plan which is drawn to scale (i.e., ¼" or ½" = 1'0") of the **proposed space**. The 'test fit' floor plan shall delineate space utilization consistent with Item 13 – Space Requirements (page 25). The 'test fit' floor plan shall include verified square footage measurements and calculations (total gross/total non-usable/total net usable square feet).
  - ITN, Article IV, Item H – Other Tenants (page 10): *If applicable*, written documentation acknowledging tenant's knowledge of the Offeror's proposal and tenant's ability to vacate the offered space and/or parking by the proposed date, or earlier, shall be included with the Reply.
- ITN, Article IV (pages 6 – 12) – provide response to all of the 'Lease Terms and Conditions' listed in this article. Responses must be clearly delineated and specific to each item, term and/or requirement.
- Review Attachment A – Agency Specifications** – Provide the necessary items (pages 19 – 35) with the Reply
  - Zoning Letter: Letter from local Zoning Authority stating the property offered is suitably zoned for a Department of Corrections' Administrative Office as the specified intended use (see Item 2, page 20).
  - Visual Material: One set of clear photographs (4" x 6") or architect's renderings showing exterior, front, sides and rear of the offered facility (see Item 4, Page 20) and Item 23, page 28).
  - Parking: A notarized statement from the Offeror certifying the availability and agreement to provide the needed parking spaces for use by the Department including number of spaces to be provided and the number of parking spaces per net rentable square feet as required by the local zoning jurisdiction (see Item 6-A, page 21)
  - Parking: If the facility has other tenants, provide a statement indicating the number of parking spaces obligated to each tenant based on their current/future lease agreement (see Item 6-B, page 21).

- Parking:** Site plan and four (4) copies of the parking lot(s) identifying the parking spaces that will be provided to the Agency for its exclusive use and the parking spaces assigned to other tenants which are to be identified/specified (see Item 6-C, page 21).
- Review Attachment B – Boundaries** – Provide the necessary item (pages 36-37) with the Reply.
  - Map indicating the location of the proposed property in relation to the Department’s acceptable boundaries (page 37).
- Review Attachment C – Lease Agreement with Addenda A – F (pages 38 - 55)**  
Offeror’s initials at the bottom of each page evidences Offeror’s acknowledgement and agreement to comply.
- Completed Attachment D – Disclosure Statement** (pages 56–58) with the Reply.
- Completed Attachment I – Business References** (pages 79–81) with the Reply.
- Completed Attachment L – Special Power of Attorney** (if applicable) (pages 90-91), with the Reply

**II. ADDITIONAL DOCUMENTS REQUIRED FROM THE OFFEROR WHICH IS SELECTED FOR AWARD OF THE ITN**

1. **Tenant Broker Commission Agreement** (Attachment K) – the **successful** Offeror shall complete and execute a Tenant Broker Commission Agreement within fifteen (15) business days of notification of award. All signatures on the Tenant Broker Commission Agreement must be ‘originals’.
2. **Test Fit A/E Plans** – Within fifteen (15) business days of notification of award, the **successful** Offeror shall submit ‘test fit’ A/E plans in accordance with Item 9, General Building Requirements, A (1) (pages 22 – 23) and Attachment H – Standard Method of Space Measurement (Pages 78 – 81).
3. **Final Design A/E Plans** – Within fifteen (15) business days after the Department’s approval and acceptance of the space use and design plans, the **successful** Offeror shall submit ‘final’ A/E plan(s). The A/E plans shall be drawn to scale (example: ¼” or ½” = 1’0”), in accordance with Item 9, General Building Requirements, A-2 (pages 22 – 23) and Attachment H – Standard Method of Space Measurement (pages 78 – 81).

**III. ADDITIONAL DOCUMENTS REQUIRED FOR LEASE AGREEMENT PREPARATION AND EXECUTION**

1. **Attachment E – State Fire Marshal Plans (and) American with Disabilities (ADA) Compliancy** – the **successful** Offeror to prepare and submit A/E plans and obtain SFM approval in order for the Lease Agreement to be accepted and approved. The SFM plans shall be based on final design/layout and construction as approved between Offeror and the Department of Corrections.

**The A/E plans shall include details reflecting American with Disabilities Act (ADA) Compliancy.**

(Also see Item 9, General Building Requirements, B - State Fire Marshal (SFM) Plans, and Item D – ADA Compliance (pages 23 – 24) **and** Article 7, Accessibility and Alternations of the Standard Lease Agreement (Attachment C)(page 45).

2. **Attachment F – Energy Performance Analysis (EPA)** – The Offeror selected for award under this ITN shall comply with this requirement before the lease agreement can receive final approval/execution. The Department shall be provided a copy of Offeror’s submitted energy report and the accompanying approval by the Department of Management Services’ EPA Review Officer.

**ATTACHMENT A**

**AGENCY SPECIFICATIONS**

# **AGENCY SPECIFICATIONS**

## 1. **LOCATION OF SPACE**

Location of the Proposed Space within the building or buildings:

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Address of the Proposed Space is: \_\_\_\_\_

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## 2. **REQUIREMENTS FOR OFFERORS TO SUBMIT PROPOSALS – ZONING (REQUIRED TO BE SUBMITTED WITH THE REPLY)**

Offerors shall submit a letter from the local zoning jurisdiction which verifies the offered space meets all zoning requirements, regulations, ordinances, and local and state zoning laws for the specific intended use as **a Department of Corrections’ Administrative Office.**

The letter must be on business letterhead of the Zoning Department of the applicable jurisdiction, specify intended use as an administrative office, and identify the physical address of the proposed space and the signature of an authorized officer of the Zoning Department.

## 3. **EQUAL OPPORTUNITY EMPLOYER**

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

## 4. **VISUAL MATERIAL (REQUIRED TO BE SUBMITTED WITH THE REPLY)**

One set of clear photographs (4 inches x 6 inches) or architect’s renderings showing exterior front, sides and rear of the proposed facility. Color photographs and/or renderings are preferred. The Department requires the building exterior be a masonry finish and uniform throughout. (Also see Item 24 - Exterior Finishes- Selected Building (page 30).

## 5. **SERVICES**

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

The successful Offeror will provide the lease space to the Agency (Lessee) for its’ exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Agency will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding State holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Agency. Services, excluding **Heating and Air Conditioning** (see Addendum D, Indoor Air Quality, page 56 of 91), shall be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee).

6. **PARKING**

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

**Offeror shall submit the following required documents with the Reply:**

- A. A notarized statement from the Offeror certifying the availability and agreement to provide **one hundred and forty (140) non-exclusive, and ten (10) exclusive/marked on-site** parking spaces for use by the Department of Corrections. The notarized statement shall also include a statement indicating **a)** the number of parking spaces to be provided; and, **b)** the number of parking spaces per net rentable square feet of space as required by the local zoning jurisdiction.
- B. If the offered facility has other current or future tenants, the number of parking spaces obligated to each tenant based on their current or future lease agreement.
- C. A site plan and **four (4)** copies of the parking lot identifying the parking spaces that will be provided to the Department of Corrections for its' use and the parking spaces assigned to specific other tenants.
- D. A minimum of **five (5)** of the total required spaces designated for the Department of Corrections use must meet current ADA standards. These ADA parking spaces must be located adjacent to the proposed building.

7. **RECYCLING PROGRAM**

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

8. **GENERAL BUILDING REQUIREMENTS**

The proposed space shall be in an existing building. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place at the time of the submittal of the Reply.

The proposed space shall have a minimum ceiling height of eight (8) feet, although nine (9) to ten (10) foot ceilings are preferred. The total square footage must be contiguous. A first/ground floor location is preferred.

- A. **Test Fit and Final A/E Design Plans** (prior to State Fire Marshal (SFM) plans preparation):
  - 1) Within **fifteen (15)** business days after notification of award, the successful Offeror shall provide **five (5) sets of architectural/engineer 'test fit' plans** for use to arrive at approved space use and design which is to be achieved thru a series of design/space planning meetings between the Department and the Offeror. Space use shall be consistent with the ITN specifications, including Item 13 – Space Requirements (page 26) and space design/use factors as otherwise specified in the ITN. *This 'test fit' A/E plans may be a different set of plans than the plans specified in Item 2, page 6 (which are required to be submitted with the Reply to this ITN).*
  - 2) **Approved/Accepted Space Use and Design**: Within **fifteen (15)** business days after the Department's approval and acceptance of the space use and design plans, the successful Offeror shall provide **five (5) sets** architectural drawings to the Department. The drawing shall be: **(a)** to scale (1/4" or 1/2" = 1'0"), **(b)** certified correct by the A/E and **(c)** shall include square foot measurements and calculations which are certified correct by the A/E.

B. **State Fire Marshal (SFM) Plans:**

If renovations are required, the successful Offeror must submit **two (2) sets** of architectural/engineering plans and specifications to the State Fire Marshal for certification as outlined in **Attachment E** (Division of State Fire Marshal Plans Review Fees, Procedures and Requirements (and) Application for Plan Review). The successful Offeror will be responsible for completion and submittal of the applicable State Fire Marshal 'Application for Plan Review' and associated fees in accordance with Attachment E.

The Offeror shall also provide **two (2) sets** of the SFM A/E plans and specifications to the ITN Issuing Officer (address page 2) either by hand-delivery or Fed-Ex at the time submittal is being made to the SFM.

The State Fire Marshal A/E plans referred to in this Item 9 - General Building Requirements, shall include drawings which specifically details ADA criteria (also see ADA Compliance, Item 9 (D), page 24).

The State Fire Marshal A/E plans referred to in this Item 9 - General Building Requirements, shall include drawings which specifically details the: (a) Security Alarm System and (b) Fire Alarm System. (see Security Requirements (Item 12, page 25).

The SFM A/E plans and specifications shall be based on the final/approved design, and submitted no later than **three (3) weeks** after notification of 'prior approval to proceed' with the lease agreement is received by the Department and such notification status is provided to the Offeror.

- All A/E plans required under this ITN shall include certified square foot measurements and square foot calculations which are in accordance with Attachment H – Standard Method of Space Measurements. The plans shall be to scale (1/4" or 1/2" = 1'0"). The plans shall include SF measurements and SF calculations by category: (a) total gross net rentable SF; (b) total non-usable SF; (c) total net usable (rentable) SF and (d) summary SF totals by category (a)(b)(c). Floor plans shall define the categories (a)(b)(c) by color coding, or similar method, for proper identification.
- Failure to comply with Item 9 – General Building Requirements, (pages 22 – 24), or references thereto, may result in withdrawal of the Award.

C. Building codes adopted by local jurisdictions shall be applicable to all lease construction.

D. Americans with Disabilities (ADA) Act

As a state government entity, the Agency is beholden to Titles I & II of the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 (ADA), and the 2008 ADA Amendments Act, prohibit discrimination and ensure equal opportunity for persons with disabilities. The Agency employs and serves the general public; as such, it is required that employment practices and the programs and services provided by the Agency are accessible in accordance with the Federal ADA Standards. All leased facilities must be in compliance with current ADA Standards. Surveys must be conducted on all leased facilities that we occupy to ensure compliance, or solidify an agreement for a schedule of compliance, prior to the execution or renewal of any lease. A 'Transition Plan' must be provided following any assessment to address items that cannot be readily corrected. The 'Transition Plan' serves as a schedule for compliance and a corrective action plan that is reviewed and monitored by the Agency. The Agency reserves the right to authorize a department certified ADA Coordinator to conduct a full ADA assessment at any location where the Agency's employees are housed and/or the Agency's programs and services are provided.

The property must comply with the 2012 Florida Accessibility Code for Building Construction ("FACBC"). Also refer to requirements in accordance with **Article 7 – Accessibility and Alterations of the Standard Lease Agreement Form 4054 (Attachment C)**.

Note: If a discrepancy exists between Agency Specifications and **Article 7 - Accessibility and Alterations of the Standard Lease Agreement form 4054 (Attachment C)**, Offeror/Lessor shall comply with the **Article 7 – Accessibility and Alterations of the Standard Lease Agreement**.

- E. Lessor shall take good and protective measures against damage or loss of building contents, and disruption of office operations, due to high velocity winds and/or flooding/water damage.
- F. Licensed contractors shall perform all construction. Offeror agrees to provide all builder and subcontractor license information upon request to the Department of Corrections. The cost of construction, permits, inspections, and fees shall be borne by the Offeror/Lessor. Commencing with the A/E plans approval by the Department, the Offeror shall provide detailed updated and current monthly construction schedules to the Department in order to achieve the required occupancy date. If requested, construction schedules shall be provided if/as requested by the Department during the construction/renovation project.
- G. During the initial pre-occupancy build-out, any future renovation project(s) and/or any maintenance/repairs(s), the Lessor shall be responsible for coordinating and obtaining approval of the project schedule with the Department. This includes, but is not limited to, Lessor's responsibility for the associated costs of hiring a licensed and bonded vendor to ensure that damaged items will be repaired or replaced during the following:
  - Relocating/staging Department's equipment/furniture in the applicable area(s);
  - After the completion of the project, establish the necessary work space(s) by placing furniture in area(s) as designated by the Department;
  - Provide required cleanup according to standard business practices of industry.
- 9. **Annual Inspections:** It shall be the Lessor's responsibility to contact the Local Fire Protection Agency and arrange for a fire safety inspection of the leased space each year in conjunction with the yearly anniversary date of the Lease Agreement. Lessor must remedy any deficiencies noted in the annual inspection in accordance with timeline(s) identified by the Local fire Protection Agency. The Lessor shall provide documentation of the fire safety inspection reports to the Department's designated representative and coordinate correction of deficiencies in order to minimize disruption to the office/operation. The cost of annual fire safety inspections, where applicable, shall be the responsibility of the Lessor.
- 10. **Post Occupancy-Alterations:** Lessor agrees that Lessee shall have the right to make minor alternations in and to the Premises during the term of this lease upon first having obtained written consent of the Lessor. The Lessor shall not unreasonably withhold the consent to such alterations.
- 11. **Security Requirements**
  - A. All outside doors shall be equipped with dead-bolt or dead-latch locks and panichardware.
  - B. Provide locks or bars on all outside windows that open.
  - C. Interior night lights throughout the leased area, for security when main lights are off.



- D. Night illumination is required at all outside doors and all parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles.
- E. Up to **fifty (50)** locksets to be provided and installed at locations indicated by the Department as requested. Locksets must be of a commercial grade and in compliance with the Florida Accessibility Code for Building Construction Standards. One (1) double cabinet in the drug testing room(s) shall have a lock.
- F. Keys to all locksets shall be provided in accordance with a master keying system acceptable to the Agency. Provide **one hundred and fifty (150)** entrance keys.
- G. A **security alarm system** equipped with a passive infra-red motion detector shall be provided.
  - Door contacts, glass-break detectors and/or motion detectors to be installed at all exterior points of entry.
  - The access keypads shall be installed at employee entrances.
  - Phone lines required for alarm system to be monitored twenty-four (24) hours/day and seven (7) days a week (24/7). The security alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
  - All costs associated with the security alarm system, including installation, monitoring, set-up and payment of dedicated phone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the Lessor.
- H. A **fire alarm system** that complies with the current adopted National Fire Protection Association (NFPA) pamphlet 72, Fire Alarm Code Standards.
  - Fire Alarm System plans must be submitted to the State Fire Marshal for review and approval prior to installation. (see Attachment E – Department of Financial Services’ Division of State Fire Marshal Plans Review Fees, Procedures and Requirements).
  - Phone lines required for fire alarm system/panel shall be monitored twenty-four (24) hours/day and seven days (7) days a week (24/7). The fire alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
  - All costs associated with the fire alarm system, including installation, monitoring, set-up and payment of the dedicated telephone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the Lessor.

**12. RESTROOMS – TYPES, LOCATIONS AND FIXTURES**

**Staff Restrooms** - Staff restrooms are to be located within the secure office area (inaccessible to the public) unless the offered space is in a multi-tenant facility which provides common-area restrooms for tenants which can be utilized as staff restrooms. In that case, the net rentable square footage will not include the square footage (space allocations) as noted in chart below for staff restrooms.

**Restrooms are to be equipped with fixtures as follows:**

Type	Men’s	Women’s
ADA Water Closets	3	3
Additional Water Closet (s)	0	3
Urinals	3	0
Lavatories w/ Mirrors	6	6
Trash Receptacles	3	3
Sanitary Napkin Receptacles	0	6
Paper Towel Dispensers	3	3
Soap Dispensers	3	3



**13. SPACE REQUIREMENTS – Finance & Accounting Office**

Space must be designed to accommodate the approximate number and sizes of offices and work spaces listed below for the Finance & Accounting Office:

FINANCE & ACCOUNTING OFFICE				
OFFICE	ALLOCATION USE	SQ FT/PER	TOTAL/SQ FT	SUB-TOTAL/SQ FT
1	Office (Type A-Enclosed Window Office)	225	225	
3	Office (Type B-Enclosed Window Office)	150	450	
17	Office (Type C-Enclosed Window Office)	100	1,700	
70	Type D Workstation	80	5,600	
47	Type E Workstation	60	2,820	
<b>135</b>			<b>SUB-TOTAL (Offices)</b>	<b>10,795</b>
<b>General Support/Operational/Special Use</b>				
3	LAN Rooms	75	225	
121	Open File Areas	9	1,089	
3	Storage - Office Supplies	100	300	
3	Break Rooms	200	600	
10	Mail/Copy Areas	100	1000	
2	Large Conference Room	350	700	
2	Medium Conference Room	250	500	
1	HUB Area	1000	1000	
2	Record Storage	150	300	
1	Check Printing Room	150	150	
1	File Room	400	400	
1	Training Center	1200	1200	
			<b>SUB-TOTAL (GENERAL SUPPORT/OPERATIONAL/SPECIAL USE)</b>	<b>7,464</b>
<b>Staff Restrooms (Probation &amp; Parole Office)</b>				
3	Women's Staff Restroom	200	600	
3	Men's Staff Restroom	150	450	
			<b>SUB-TOTAL (STAFF RESTROOMS)</b>	<b>1,050</b>
<b>S U M M A R Y</b>				
			<b>Net Usable Area (Personnel)</b>	<b>10,795</b>
			<b>Net Usable Area (Support/Operational/Special Use)</b>	<b>7,464</b>
			<b>Staff Restrooms</b>	<b>1,050</b>
			<b>Circulation</b>	<b>6,553</b>
			<b>TOTAL NET SQUARE FEET</b>	<b>25,862</b>

**14. SIGNS**

- A. **Interior identification** - Lessor shall provide an interior main directory showing location of all programs, conference rooms, mechanical rooms, etc., and provide directional signs as required.
- B. **Restrooms and Special Use Rooms** - Lessor shall provide signs to identify all rest rooms, (handicap symbol on handicap rest rooms) conference rooms, mechanical equipment, etc.
- C. **Offices and Other Rooms** - All rooms and/or offices shall be numbered consecutively and approved by the Department. Each room shall have a wall-mounted room number sign (2 inches x 5 inches) provided on the wall, not more than fifty-four (54) inches above the floor located immediately to the left of the door.
- D. **Exterior identification** - The Department shall require the Lessor to provide Department signage on the building exterior either at the top of the building or at the entrance into the proposed space as well as at the roadside/street entrance into the facility.
- E. **ADA compliant signage** - Raised letter signs with Braille shall be provided to identify all restrooms (international symbol of accessibility on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms.
- F. **ADA Compliancy** - Offeror agrees the leased premises and facility shall comply, prior to occupancy under the proposed lease agreement, with all ADA requirements and specifications.

15. **REFRIGERATED DRINKING FOUNTAINS**

- A. Lead and copper in drinking water: Prior to occupancy, the Offeror shall provide to the agency representative test results, of water from every drinking fountain and from at least **two (2)** sinks per floor (if applicable). These results shall be completed by an authorized and a certified laboratory performing tests that are standard in the industry. The conditions of these tests shall include that the water shall be first-draw, with a minimum of six (6) hours of settling without use, preferably the first-thing-in-the-morning. (For information regarding locating a laboratory see “Laboratories—Testing” in the yellow pages. Offeror must verify certification of laboratory.
- B. If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, the Agency may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaced immediately, at the Offeror’s sole expense. These limits are specified in Chapter 17-550 of the Florida Administrative Code and are subject to revision. The Offeror shall be responsible to comply with updated rules and regulations.

16. **FLOOR COVERINGS**

- A. **Carpet** - New carpet shall be installed prior to acceptance of the building, unless a written concession to accept ‘as is’ is given by the Department. All individual office spaces and conference rooms shall have at least 28 oz. weight, 20-26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. Carpeting shall have UM- 44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All carpet shall be of a color and made by a manufacturer acceptable to the Department, which will choose from an assortment of colors provided by the Lessor. Carpet/VCT shall be replaced at the commencement of each renewal option term, or as needed due to normal wear, as determined by the Department. Carpeting shall be treated to reduce staining. Carpet shall be professionally cleaned by the Lessor every **six (6) months**.
- B. **Vinyl Plank** - Vinyl plank flooring in the break room, hallways, and restroom areas shall be installed prior to acceptance of the building, unless the Department accepts the flooring as is, in writing. All tile or vinyl shall be of a neutral color and made by a manufacturer acceptable to the Department, which will choose from an assortment of colors provided by the Lessor. Vinyl will be replaced at the commencement of each renewal option term, unless a written concession to accept ‘as is’ is given by the department, or as needed due to normal wear, as determined by the Department.

17. **PAINT**

- A. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and at least once every **five (5) years** thereafter, during the lease term and any renewals thereof, or as needed due to normal wear, as determined by the Department.
- B. Touch-up painting shall be done as needed.
- C. High traffic areas shall be repainted annually when requested by the Department.
- D. All painted surfaces shall be painted with a washable paint for easy cleaning using either a semi-gloss or satin finish paint. Flat paint will not be acceptable.
- E. The Department shall be provided samples from which to choose colors. Only neutral colors will be acceptable.

18. **WINDOW COVERINGS**

- A. 3M Mirror Tint, or equivalent, will be provided on all exterior windows to ensure security measures of office are met – no one outside of building should be able to view inside during daytime nor nighttime hours.
- B. Exterior windows shall have vertical blinds or shades to facilitate sunlight and energy control.
- C. During the term of the lease and any renewals thereof, the Lessor shall replace any worn or damaged window covering(s) and/or window tint, as requested by the Department.

19. **LIGHTING**

- A. All leased space shall have fluorescent lighting to provide a minimum lighting level of:
  - 10 foot-candles - halls and corridors, etc.
  - 30 foot-candles - other public areas
  - 50 foot-candles - offices, classrooms, conference rooms, etc.
  - 50 foot-candles - computer rooms
- B. Exterior light level of 1.0 foot candles for parking lot areas (measured with a General Electric-type 214 Light Meter or equivalent – Offeror to provide).
- C. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and Lessor will be responsible to test monthly.
- D. If multi-story building, stairwells to be equipped with battery pack emergency lighting. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.
- E. Parking lot will be lighted to assure complete illumination of the parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.

20. **ELECTRICAL REQUIREMENTS**

Lessor shall provide at a minimum, the following:

- A. Three (3) duplex electrical outlets, per office (maximum four (4) offices per circuit), including adequate additional outlets in each open clerical/file area/work area
- B. Four (4) dedicated circuits for each Break Room/Pantry.
- C. Class “B” surge protection on all 120/208 circuit break panels.
- D. 20 amp dedicated circuits for each Mail/Copy Room.
- E. Housekeeping circuits separate from office circuitry.
- F. Building must comply with National Electric Code latest edition at the time of occupancy.
- G. 20 amp dedicated circuits for each Telecommunications Room (LTER).

21. **MAINTENANCE AND REPAIRS**

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

The Lessor shall change filters for the HVAC every **thirty (30) days**, at a minimum, or more often as conditions or manufacturer's recommendations warrant.

The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor coverings and repairs or replacement of interior equipment as may be necessary due to normal use.

The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

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

The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may be enacted during the term of this lease and any renewal periods.

## **22. HEATING AND AIR CONDITIONING**

Lessor agrees to furnish to Lessee all heating and air conditioning services and to maintain all equipment in a satisfactory operating condition, including but not limited to testing, adjusting and balancing the system and checking and replacing Freon and filters. All costs associated with the equipment, supplies and maintenance will be the responsibility of the Lessor. Lessor agrees that thermostats in the premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit throughout the heating and cooling seasons.

Prior to occupancy, the entire air conveyance system shall be inspected by licensed mechanical contractor, calibrated, tested and balanced by an HVAC contractor or engineer. A copy of the inspection report shall be provided to the Lessee.

Prior to occupancy, ductwork, turning vanes, operational control systems shall be thoroughly inspected for excessive buildup of dust and contaminants (i.e., mildew, mold, fungi, etc.). If excessive buildup of dust and contaminates is present, the Lessor shall contract, at their expense, with a licensed mechanical contractor to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior air handlers cleaned properly. A copy of the report from the contractor shall be provided to the Lessee.

## **23. EXTERIOR FINISHES – SELECTED BUILDING**

Prior to occupancy, the exterior of the selected building must have masonry finish and uniform throughout. The Offeror shall provide a rendering of the design with the submittal of an Offer. The Department may require additional design options during the design meeting(s). Construction details and design rendering, as approved by the Department, shall be incorporated in the approved A/E plans.

## **24. ROOF SYSTEM – SELECTED BUILDING**

Prior to occupancy, the roof system shall be inspected by a roofing contractor to ensure that there are no current or impending issues. The Lessor shall provide a report from the contractor indicating the roof is in satisfactory condition.

## **25. TELEPHONE AND COMPUTER REQUIREMENTS**

The following five sections (A - E) provide the data cabling that is Category 5e/6 compliant plenum rated and that will handle 10BASE-T Ethernet, 100BASE-T Ethernet, 1GBASE-T-Ethernet, and in the future, will meet CDDI requirements. The telephone cabling will handle current key system and **PBX** needs and, with a simple connector change in each work area, ISDN can be accommodated.

- A. **Specifications** - These specifications are based on the EIA/TIA-568A Commercial Building Wiring Standard which should be used as a guide in their implementation.
- 1) **Grounding** – The Lessor is required to provide a grounding bar in the telephone room with a number 6 solid copper wire that will provide a meg reading of 10 OHM’S or less.
  - 2) **Work Area** - The work area is a location in a building where end-user computer equipment requiring any type of network connection may be located. Although the work area is often an office, it may be any area in a building.
  - 3) **Faceplate Quantity** - Each work area shall have a minimum of one (1) faceplate with its associated connectors to provide network connections; some work areas may require more than one such faceplate. If a work area has more than one (1) faceplate, all such faceplates shall meet the requirements herein.
  - 4) **Provision for Additional Faceplate** - All work areas having only one (1) faceplate with its associated connectors installed shall also have installed an additional electrical box, mud ring, and conduit stub-out as herein described located adjacent to the faceplate and covered with a standard blank plate.
  - 5) **Faceplate Placement** - Each faceplate with its associated connectors shall be placed on a centrally located wall of the user equipment location and at a height such that the lower edge of the faceplate shall be 18 inches above finished floor level. Faceplates will normally be installed on the wall opposite to an entrance door.
  - 6) **Electrical Box and Extension Ring** - Each faceplate shall be attached to a standard double-gang electrical box fitted with an extension ring which shall reduce the box opening to single-gangsize.
  - 7) **Conduit Installation** - Each electrical box shall be stubbed out to the space above the ceiling with a ¾-inch inside-diameter conduit for all new installations, ¾ inch conduits for data/voice communications that run continuously from work area to termination are also acceptable. Stub-out shall NOT be to space beneath the work area.
  - 8) **Faceplate Type** - Each faceplate shall be a light-almond single-gang plastic faceplate with at least four (4) openings to accept 110-connect modular jacks. The faceplate shall be an AMP 558088-1 or equivalent.
  - 9) **Connector Complement Per Work Area** - Each work area shall be provided with a single faceplate containing four (4) data connectors (jacks). Even a work area intended for a single printer shall be provided with this configuration to facilitate future addition of other printers and/or a help line telephone.
  - 10) **Data Connector** - -Each data connector shall be a light-almond 110-connect unshielded 8-position modular jack internally configured for EIA/TIA-568A wiring and meeting EIA/TIA-568 Category 5e/6 specifications at minimum. The data connector shall be AMP 569012-2 or equivalent.
  - 11) **Telephone Connector** - Each telephone connector shall be an unshielded, 6-position modular jack, internally wired. The telephone connector shall be a black 110-connect unshielded configured for USOC RJ-11, and shall be AMP 406375-1 or equivalent.
  - 12) **Connector Labeling** - Each connector shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the faceplate immediately above the connector. A master list shall be provided to the Agency which includes the room number and location of each cable identification number. The list shall illustrate the cable ID number for each faceplate in each work area.
  - 13) **Connector Wiring** - All connectors shall be wired as EIA/TIA 568A.
  - 14) **Office Cable** - The office cable is the cable from the faceplate to the end-user computer equipment, and will be provided by Lessee.
  - 15) **Wiring Transpositions** - If needed, wiring transpositions shall be accomplished in the work area, not in the telecommunications equipment room (LTER).

**B. Horizontal Wiring - Horizontal wiring connects the work area to the nearest telecommunication equipment room (LTER).**

- 1) **Data Cable Type** - The cable jacket used for horizontal data wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 4-twisted-pair cable using standard blue-orange-green-brown color-coded conductors, and shall meet EIA/TIA-568 Category 5e/6 specifications.
- 2) **Telephone Cable Type** - The cable jacket used for horizontal telephone wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 3-twisted-pair cable using standard blue-orange-green color-coded conductors, and shall meet ANSI/TIA/EIA-568 Category 5e/6 specifications at minimum.
- 3) **Cable Length** - Cable length from work area faceplate to either patch panel or 110 cross-connect terminal block shall not exceed 90 meters.
- 4) **No Underground Cabling** - Cables shall not be run underground or through concrete slab resting on the ground.
- 5) **Cable Routing** - Cable shall be routed so as to minimize proximity to other electrical conductors and electrical equipment, including but not limited to electrical power conductors, circuit breaker panels, switches, lighting fixtures, ballasts, transformers, motors, cable television conductors and equipment, and radio communication conductors and equipment. Cabling will be suspended from overhead and not laid or rest on ceiling tiles.
- 6) **Cable Identification Number** - Each cable run to a work area shall be assigned an Identification number. Each data cable run to a work area shall be marked with a three (3) digit number. The numbers used for identification purposes for each data cable at a work area shall be in consecutive order at the work area faceplate. For example, if the first of three (3) data cables are installed at a work area, its number may be 110. The next two numbers shall be 111, and 112 respectively. Any subsequent data cable installed will bear the identification number of the next available (unused) number that terminates in the wiring closet. Labeling at the patch panel shall start from left to right, top to bottom, and shall consist of consecutive numbering, beginning with 001, 002, etc., through the end of the cabled connectors. Any new cable added to a work area, not part of the original installation, shall bear the number of the last unused, available number on the patch panel.
- 7) **Cable Labeling** - Each cable shall be labeled with its cable identification number at both the work area and patch panel ends. Cable labels shall be of a type specifically manufactured for such purpose and shall encircle the cable; other label types are prohibited. At the work area end, the cable label shall be visible upon removal of the faceplate from the electrical box and the label shall be no closer than 2 inches to the end of the cable jacket. At the patch panel end, the cable label shall be visible from the rear of the patch panel and the label shall be 12 inches from the end of the cable jacket.
- 8) **Data Wiring** - Data circuits shall be wired straight through from the faceplate data connector to the patch panel data connector in accordance with EIA/TIA 568A wiring practices.
- 9) **Telephone Wiring** - Telephone circuits shall be wired from the faceplate telephone connector to the 110 cross-connect terminal block in accordance with EIA/TIA 568A wiring practices.
- 10) **Local Telecommunications Equipment Room (LTER)** - The local telecommunications equipment room (LTER) is the room containing the telecommunications distribution equipment, both data and voice, serving the nearby work areas. It is the horizontal wiring hub for a given group of work areas. In the event that the telephone and data equipment cannot be co-located, a minimum two-inch conduit will be provided to interconnect the two (2) rooms. In a large single-building environment there will be one or more LTERs.



**C. Local Telecommunications Equipment Room (LTER)/LAN (Data and Voice):**

- 1) **Location** - The LTER/computer room(s) shall be located such that each cable run from a work area faceplate to either the LTER patch panel or 110 cross-connect shall not exceed 90 meters.
- 2) **Size** - The LTER (LAN) (data and telephone) room shall be large enough to accommodate telecommunications (data distribution equipment and computer equipment and telephone communications equipment) and shall provide adequate access room to equipment for maintenance and upgrade. The room shall be secured either by a door or manufactured cage or cabinet; space should not be shared as working space for staff. The dimensions of the LTER/computer room shall be approximately 75 sq. feet (appx. 10' x 7.5'). The State's approved space allocation for the LAN room is 75 square feet. Only if it will be necessary, due to restraints of the offered facility, to have separate data and telephone communications rooms, the data room shall be a minimum of 75 square feet (appx. 10' x 7.5') to accommodate rack-mounted data and data communications equipment and the telephone room shall be a minimum of 75 square feet (appx. 10' x 7.5') to accommodate telephone system equipment and connections.
- 3) **Air Conditioning** - A separate stand-alone cooling unit and thermostat is required to maintain the LTER/computer room at or below 75 degrees Fahrenheit, twenty-four (24) hours a day and seven (7) days a week (24/7).
- 4) The LTER/computer room requires a minimum number of supply and return vents capable of providing a complete air exchange every fifteen (15) minutes. Return vents may be mounted in the ceiling or in the door if the door is connected to a common hallway which is utilized as a common return air pathway. Temperature control shall be maintained at the same temperature requirements as the remainder of the building. The relative humidity shall be maintained at the same requirement as the remainder of the building.
- 5) **Water Piping** - Pipes containing hot, cold, gray or waste water or steam shall not run through the communications room(s).
- 6) **Emergency Lighting** - The room shall have battery-operated emergency lighting which is automatically activated upon loss of A/C utility power.
- 7) **Electromagnetic Fields** - The building(s) shall be designed so as to minimize fields in the room. No building electrical transformer shall be located in this room or on opposite side of any wall of this room. Lessor shall be responsible for testing the emergency lighting monthly.
- 8) **Backboards** - The room(s) shall have 3/4-inch-thick plywood sheets mounted on walls where equipment will be mounted, to a height of 8 feet to serve as backboards. The plywood shall be painted on all sides and edges with a local-code-compliant fire-resistant gray latex paint. The plywood shall be affixed in such a manner that it shall adequately support the weight of the cables, terminals, and other equipment that shall be attached to it.
- 9) **LTER Regarded as Work Area** - The room(s) shall be regarded as a work area and shall be provided with all telephone and data connections, faceplate, etc. This is to provide a convenient connection point for a telephone instrument and data terminals. The faceplate shall be located on the data side of the room.
- 10) **Telephone Service and Instrument** - The room(s) shall be provided with telephone service for voice communication.
- 11) **Electrical** - There shall be four (4) electrical receptacles located in each LTER. Each electrical outlet located in the room shall be a dedicated 20 amp, 120 volt duplex receptacle. A three phase, 208 volt power will be required for an Uninterruptible Power Supply (UPS). The UPS shall require a locking receptacle. The electrical circuit will support the UPS only. At least 8 duplex, 110-volt receptacles 20 amp shall be specified by the O.I.T Project Manager or located at or near the location of the rack or as which is to be bolted to the floor. All electrical circuits in the computer room shall be on an isolated ground.

- 12) **Security** - A computer room lock with a changeable combination will be required on the door to the LTER/computer room. An audible alarm is also required on the door to the LTER/computer room.
- 13) **Fire Safety** - Fire protection apparatus including fire extinguisher (not harmful to electronics), conformity to all requirements to the State Fire Marshal. Pre-occupancy inspection and annual inspections by the State Fire Marshal as required by 633.218 Florida Statutes.
- 14) **Patch Panel Components** - The patch panel shall be a minimum of 48 ports RJ45 connectors, wired for EIA/TIA 568A configuration, wire management panel(s), and a rack enclosure.
- 15) **Patch Panel Layout** - One or more patch panels will be needed to accommodate the patch panel connectors. The first (or only) discrete panel shall be mounted at the top of the rack enclosure; if additional discrete panels are required, they shall be separated from one another by a single wire management panel. A single wire management panel shall be mounted beneath the last (or only) discrete panel.
- 16) **Patch Panel Rack Enclosure** - The rack enclosure shall be a standard 19-inch FIA equipment rack of gray painted metal, 7 feet in height, with side panels and without top panel, mounted on the floor and not on casters. Rack enclosure shall include a minimum of two (2) mounted shelves for non-rack mountable computer equipment (example shown below).



- 17) **Patch Panel Labeling** - Each patch panel connector shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the patch panel immediately above the connector.
- 18) **Computer Rack Specifications** - Rack Cabinet conforms to industry standards for full height racks. It is designed to accommodate 19-inch wide rack-mount components and can bear a full 2000 lbs. of internal components. Fully 1000mm deep, it provides ample room for cable management in the rear of the cabinet without interfering with optimal airflow.

**Features (Computer Rack):**

- 
- Labeled U Positions
  - <2M Height
  - Rapid Rail® / Cable Management Arm Mounting Kits
  - Easily Removed Door Hinges
  - Locking doors and side panels
  - Light weight (35lb.) Side Panels
  - Built in side panel handles
  - Split Rear Doors
  - Leveling Feet
  - Bolt Down Stabilization Bracket
  - 1000mm Depth
  - Perforated front and rear doors
  - Heavy duty – Solid Casters
  - 2,000 lb capacity
  - Cable Holes in Roof
  - Cable Management through Rear Door
  - Open bottom
  -



#### **D. Fiber-Optic Cabling**

- 1) **Cable and Fiber Count** - If more than one LTER is required, fiber-optic cabling shall be installed between LTERs. One fiber-optic cable containing a minimum of 12 fibers (6 pairs) shall interconnect LTERs.
- 2) **General Fiber-Optic Cable Specifications** - All fiber-optic cables and individual fibers shall meet or exceed the following specifications. Fiber-optic cables shall have an all-dielectric aramid strength member, a tensile load rating of 259 kg (550 lb), and bend radius of 9 cm. All fibers in the cable shall be FDDL-compatible, multi-mode or single-mode depending on distance, graded-index, 62.5/125-micron diameter, with 850 and 1300 nm light-source windows, 0.275 numerical aperture, 160/500 MHz-km dual-window bandwidth, 3.75/1.50 dB/km maximum attenuation over the -40C to 70C temperature range and shall have color-coded, fire-retardant, oil-resistant thermoplastic jacketing. Important note on distances and fiber: for distances over 715 feet, single mode 9/125 micron diameter (core/cladding) diameter, 1310 nm, low metal content, single mode fiber-optic cables, complying with the ITU-T G.652 and ISO/IEC 793-2 Type B1 standards using LC gigabit connectivity may be necessary. Using Multi mode cable and SC connectors will only allow distances of 1700 feet with specially purchased mode conditioning patch cables.
- 3) **Outdoor/Underground Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall have a PB jacket and water block gel or similar water-resistant buffer.
- 4) **Indoor Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring within a building shall be plenum-rated, if required by code, otherwise PVC.
- 5) **Underground Fiber-Optic Cable Conduit** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall be enclosed in Schedule 40 PVC conduit conforming to NEMA standard TC10, suitable for concrete encasement. Prefabricated fittings shall be used except where sharp bends or turns prevent their use, in which case joint boxes or pull boxes shall be used. Conduit and fitting joints must be watertight and shall be made using PVC solvent cement. Underground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 6) **Above-Ground Fiber-Optic Cable Conduit** - Fiber-optic cable used for data vertical wiring running between buildings and above ground shall be enclosed in steel pipe conduit. All fittings used at PVC/steel conduit transitions must be suitable for connection to PVC conduit. All such steel pipe conduits shall be grounded to the building grounding electrode system. Above-ground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 7) **Fiber-Optic Cable Conduit Size** - All conduits in which fiber-optic cable is run shall have a minimum inside diameter of 2 inches.
- 8) **Fiber-Optic Cable Termination Enclosure** - Each fiber-optic cable together with its associated fibers shall be terminated in a separate termination enclosure. The fiber-optic termination enclosure (WIC/LIU) shall accommodate minimum 24 fibers (12 pair), use SC-type connectors, be completely enclosed with left and right hinged doors, and shall have either a lock or lock hasp. The enclosure shall be Champion CFD Series 20 or equivalent.
- 9) **Fiber-Optic Cable Termination Enclosure Labeling** - Each termination enclosure shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the left door of the enclosure facing outward. Each individual fiber SC connector in the enclosure shall be labeled with the fiber identification number. The label shall be an adhesive type, easily readable, and shall be placed on the connector panel above the connector.

- 10) **Fiber-Optic Cable Termination Enclosure Location** - The termination enclosure in each LTER shall be located on the backboard of the data side of the room with the bottom of the enclosure at a height of 4 feet AFFL. The left side of the enclosure shall be even with the right side of the patch panel rack enclosure.

**E. Post-Installation Cable Testing**

- 1) **Qualifications of Tester** - An experienced computer networking consultant or subcontractor shall be employed by the Offeror to conduct the following tests. This is complex work of a highly technical nature requiring significant expertise and sophisticated testing equipment. Proof of consultant's/subcontractor's ability and experience with regard to conducting these tests shall be provided to and shall be subject to the Agency's approval. All tests shall be conducted and satisfactory results obtained prior to the Agency's occupation of the proposed location.
- 2) **Twisted-Pair Data Cable** - Each copper, Category 5e/6 twisted-pair data cable shall be tested for compliance to 100/1000MB. Test results shall be documented on a per-cable basis and all documentation shall be turned over to the Agency prior to the Agency's acceptance of the cabling. Cables failing the test shall be repaired by the Offeror prior to acceptance by the Agency. The Agency will be provided the cable testing results and a cabling diagram of the location of all cables by cable number and by room numbers.
- 3) **Fiber-Optic Cable** - Each fiber-optic termination shall be tested end-to-end and must pass light in compliance with manufacturer's specifications.

**26. MISCELLANEOUS REQUIREMENTS –OFFEROR SHALL:**

**FORMICA** - All applicable Formica surfaces (See A – E below) shall be freshly laminated before occupancy at the commencement of the lease prior to the effective date of the Lease and any renewals thereof, or as needed due to normal wear, as determined by the Department. The Department shall be provided samples from which to choose colors. A smooth Formica finish is required.

- A. Mail Rooms:** Each mail room shall include a faceplate with three (3) data and one (1) drop. In addition to three (3) duplex outlets, one of which being on a 20 amp dedicated circuit for the copy machine.
- B. Break Room/Pantry** – Each shall include an ADA accessible kitchen-size stainless steel sink and a work area with 8 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent and the following:
  - **Two (2)** duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided for convenience appliances.
  - A refrigerator with water supply and ice maker
  - Provide hot and cold water to the sink, a soap dispenser and a paper towel dispenser. Hot water pipes must be insulated as required by Florida Accessibility Code for Building Construction.
  - The Department may provide a cold-drink vending machine and a snack vending machine in the break room which will require additional wall-mounted electrical outlets (see Item 21 – Electrical Requirements (page 29))
- C. Conference Room:**
  - Two (2) data faceplates each containing three (3) data and one (1) phone port
  - Four (4) duplex outlets installed at standard height, two (2) duplex outlets at ceiling height and two (2) outlets in the floor

- Install two (2) faceplates for the display cables for a projector
- Chair rail shall be installed with plastic nail-down splashguard below the rail, such as Fiberglass Reinforced Plastic (FRP), or painted wainscoting, from floor to the mid-point of the wall.
- Provide recessed lighting with a dimmer switch.

**D. Training Room:**

- Seven (7) data faceplates each containing three (3) data and one (1) phone port
- Four (4) duplex outlets installed at standard height, two (2) duplex outlets at ceiling height and two (2) outlets in the floor
- Install two (2) faceplates for the display cables for a projector
- Chair rail shall be installed with plastic nail-down splashguard below the rail, such as Fiberglass Reinforced Plastic (FRP), or painted wainscoting, from floor to the mid-point of the wall.
- Provide recessed lighting with a dimmer switch.

**E. HUB**

- Twelve (12) data faceplates each containing three (3) data and one (1) phone port
- Twelve (12) duplex outlets installed at standard height
- A handicap access door opener

**F. Storage Area(s):**

- Lessor shall provide floor-to-ceiling shelving in designated storage area(s), said shelving to be built on walls as specified by the Department. Shelving shall be plastic coated and adjustable.

**G. Entrances/Exits and Common Traffic Areas:**

- All building entrances and exits (for the space to be occupied) must have a minimum of a four (4) foot overhang.
- All rear/side entry doors must be solid core and have a peep-hole. At a minimum, one (1) such entry shall be provided.
- Commercial-grade ashtrays and a trash receptacle must be provided at each entrance and exit. These items must be emptied/cleaned daily by janitorial staff.
- Door mats shall be provided at all entrances to protect floor coverings and cleaned daily by janitorial staff. Lessor shall replace door mats when worn.
- Install corner guards on all hallway and heavy traffic corners.
- All exterior and interior doors shall be equipped with floor-mount door stops. Lessor shall be responsible for maintenance/replacement of these door stops.
- All exterior doors into the building, all interior doors leading into the leased office suites, and all restrooms shall be equipped with a handicap access door opener.

# **ATTACHMENT B**

## **BOUNDARIES**

### **LEON COUNTY**

#### **FINANCE AND ACCOUNTING OFFICE**

**Provide a map which identifies the location of the offered property/facility  
with the Reply**

# **BOUNDARIES** **FINANCE AND ACCOUNTING OFFICE**

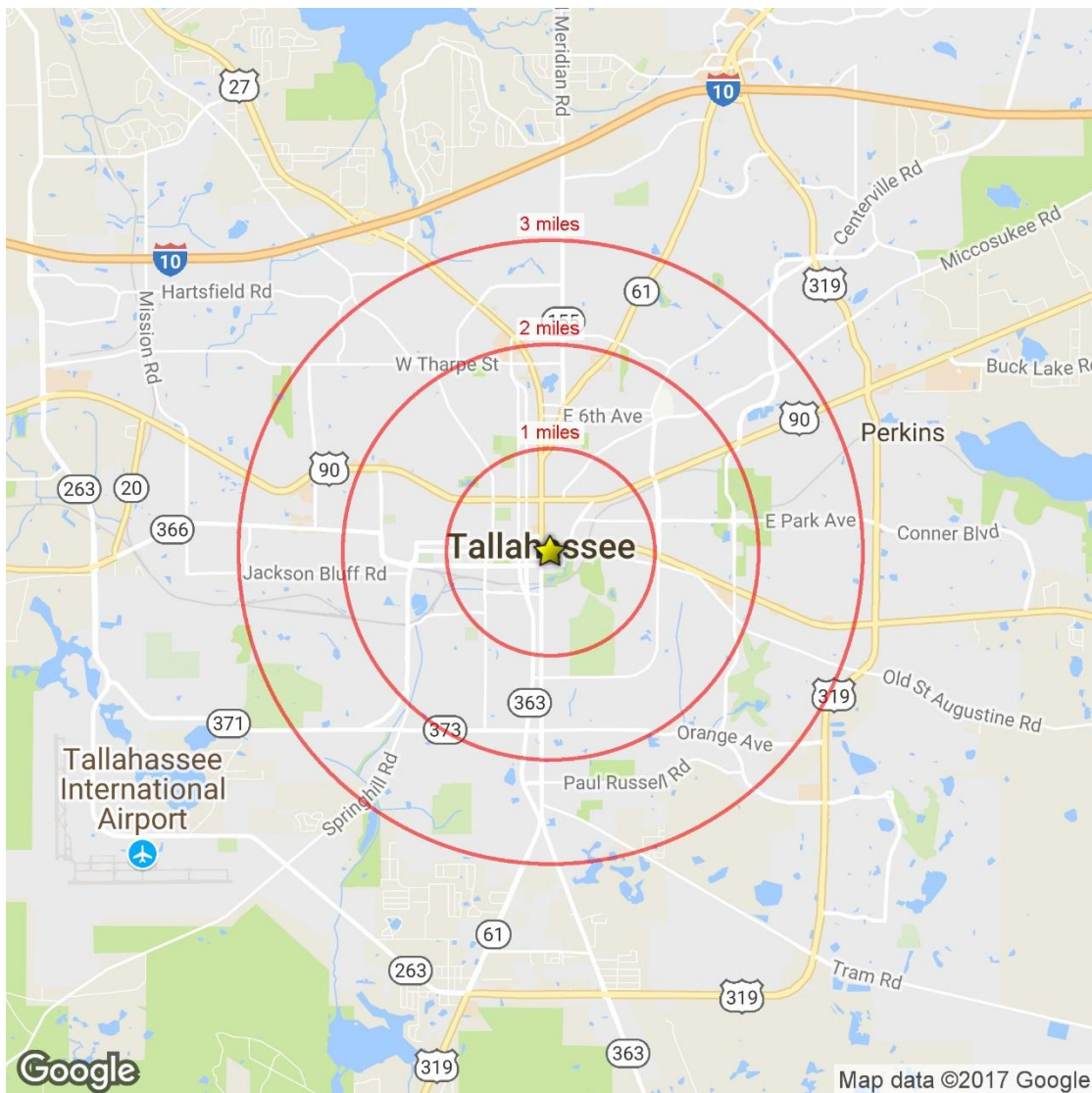
The proposed office space shall be located within, or directly abutting, the following boundaries in order to be considered:

**Space located within a three (3) mile radius of 501 South Calhoun Street, Tallahassee, FL 32399-2500:**

**15 points within 1 mile**

**10 points within 2 miles**

**5 points within 3 miles**



**ATTACHMENT C**

**STANDARD LEASE AGREEMENT**

**AND**

**LEASE ADDENDUMS A - F**



**STATE OF FLORIDA**  
**Standard Lease Agreement**  
 Department of Management Services Form 4054

Lease Number: \_\_\_\_\_

Lease Commencement: \_\_\_\_\_

**Preamble**

THIS LEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between those Parties listed below.

**Parties**

**Lessee:** \_\_\_\_\_  
Agency Name

**Address:** \_\_\_\_\_  
Street City State Zip Code

**Lessor:** \_\_\_\_\_  
Lessor Name

**Address:** \_\_\_\_\_  
Street City State Zip Code

**FEID:** \_\_\_\_\_ **OR** **Social Security Number:** \_\_\_\_\_

**1. Description**

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

**Description:**

**Building:** \_\_\_\_\_ **County:** \_\_\_\_\_  
Building Name

**Address:** \_\_\_\_\_  
Street City State Zip Code

consisting of an aggregate area of \_\_\_\_\_<sup>1</sup> square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0% of the \_\_\_\_\_<sup>1</sup> net square feet in the building.

B. Lessor shall also provide \_\_\_\_\_ exclusive parking spaces and \_\_\_\_\_ nonexclusive parking spaces as part of this Lease Agreement.

**2. Term & Renewals**

A. The Lease shall begin on: \_\_\_\_\_  
Month Day Year

and end at the close of business on \_\_\_\_\_  
Month Day Year

for a term of \_\_\_\_\_ months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional \_\_\_\_\_ upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Lessor Initial: \_\_\_\_\_ Page 1 of 8  
 Lessee Initial: \_\_\_\_\_ Form 4054  
 Rev. Date 8/15



**3. Notices, Rental Invoices & Rental Payments**

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: \_\_\_\_\_  
Agency Name  
 Address: \_\_\_\_\_  
Street City State (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: \_\_\_\_\_  
Lessor Name  
 Address: \_\_\_\_\_  
Street City State (Zip Code)

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: \_\_\_\_\_  
Lessee Name  
 Address: \_\_\_\_\_  
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: \_\_\_\_\_  
Lessor Name  
 Address: \_\_\_\_\_  
Street City State (Zip Code)

**4. Rent**

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

**A. Base Term**

Lessee agrees to pay Lessor rent according to the following schedule:

Start (MM/DD/YYYY)	Term		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-	End (MM/DD/YYYY)					
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00

Lessor Initial: \_\_\_\_\_ Page 2 of 8  
 Form 4054  
 Lessee Initial: \_\_\_\_\_ Rev. Date 8/15

Offeror's Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
Offeror's Initials





E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

**7. Accessibility and Alterations**

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

**8. Applicable Laws**

Due to the size and/or configuration of the space leased, the following laws apply:

A.  Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of \_\_\_\_\_ has been spent by the Lessor for improvements to the Premises and the Lessor does  or does not  intend to seek reimbursement for these improvements.

Lessor Initial: \_\_\_\_\_ Page 4 of 8  
Lessee Initial: \_\_\_\_\_ Form 4054  
Rev. Date 8/15

- B.  Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C.  **Cooperation with the Inspector General**  
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
- 9. Heating and Air Conditioning**  
Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.
- 10. Compliance with Fire Safety Standards**
- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
  - B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
  - C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
  - D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
  - E. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.
- 11. Injury or Damage to Property**  
All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.
- 12. Expiration of Term**  
At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

Lessor Initial: \_\_\_\_\_ Page 5 of 8  
Form 4054  
Lessee Initial: \_\_\_\_\_ Rev. Date 8/15



**13. Right to Inspect**

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

**14. Taxes and Insurance**

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

**15. Subletting and Assignment**

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

**16. Waiver of Defaults**

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**17. Rental Commencement**

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

**18. Availability of Funds**

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**19. Breach of Covenant**

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

**20. Not Consent to Sue**

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

**21. Right to Terminate**

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

**22. Public Entity Crime Statement**

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 36 months from the date of being placed on the convicted vendor list.

Lessor Initial: _____	Page 6 of 8
	Form 4054
Lessee Initial: _____	Rev. Date 8/15

**23. Discrimination**

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

**24. Use of Premises**

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

**25. Failure to Comply**

- A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
  - i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
  - ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
  - iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
  - iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.
- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
- C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
- D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

**26. Definition of Terms**

- A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**27. Additional Terms**

- D.  No additional covenants or conditions form a part of this Lease
- E.  All additional covenants or conditions appear on attached Addendum(s):

\_\_\_\_\_

Lessor Initial: _____	Page 7 of 8
	Form 4054
Lessee Initial: _____	Rev. Date 8/15

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	___/___/___ Date
X _____ Witness #1	_____ Printed Name	___/___/___ Date
X _____ Witness #2	_____ Printed Name	___/___/___ Date

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency’s Office of General Counsel, must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	_____ Printed Name/Title	___/___/___ Date
X _____ Agency Office of General Counsel	_____ Printed Name	___/___/___ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name	___/___/___ Date
X _____ Secretary or Authorized Delegate	_____ Printed Name /Title	___/___/___ Date
X _____ Office of General Counsel	_____ Printed Name	___/___/___ Date

Lessor Initial: \_\_\_\_\_ Page 8 of 8  
Form 4054  
Lessee Initial: \_\_\_\_\_ Rev. Date 8/15

**NOTE: THE MOST CURRENT APPROVED DEPARTMENT OF MANAGEMENT SERVICES’ STANDARD LEASE AGREEMENT AND STATE REQUIRED ADDENDUMS SHALL BE USED AT THE TIME OF LEASE EXECUTION.**

Offeror’s Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
Offeror’s Initials



# ATTACHMENT C - ADDENDUM A



## STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES JANITORIAL SERVICES ADDENDUM

**ADDENDUM: A**

**LEASE NUMBER: 700:1188**

**Lessor Staff Conduct:** The Lessor shall not permit any individual to provide janitorial services who is under the age of 18 years old and/or under the supervision or jurisdiction of any parole, probation or corrections authority. If at any time during the course of the lease should individuals performing janitorial or maintenance duties be arrested or come under the supervision, the appropriate Department representative should be notified immediately. The objective of this provision is to ensure that the Lessor, subcontractor(s), employee(s) or agent(s) of the Lessor under any such legal constraint, has no contact with or access to any records of the Florida Department of Corrections and it shall be the Lessor's obligation and duty to insure that he/she, any subcontractor(s), employee(s) or agent(s) of the Lessor under such legal constraint shall not have such access.

**Background/Criminal Records Check:**

It is the Lessor's responsibility to ensure that any person with after-hours access or keys to the building submit, at the Lessor's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check (ten fingerprint criminal background check). Further, at the Department's discretion, the Lessor and his/her staff that is assigned to provide janitorial or maintenance services (including sub-contractor staff) that do not have keys to the facility shall be subject to the same at the Lessor's expense. All such staff providing services outside normal business hours will be required to have the above criminal records check at the Lessor's expense.

The Department has full discretion to require the removal, disqualification or prevention of the Lessor as well as his/her staff and/or the subcontractor's staff from any work. The Department is under no obligation to inform the Lessor or any of the subcontractor's staff of the records check findings or criteria for disqualification or removal.

The Lessor shall ensure that the agency is provided the information needed to have the NCIC/FCIC background check conducted prior to the Lessor being awarded the bid or any staff being hired or assigned to work. In order to carry out this records check, the Lessor shall provide the following data for him/herself and any other employed individual(s) to include: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. Upon additional request by the Department, the Lessor, his/her staff and/or subcontractor's staff shall submit to fingerprinting as directed by the Department of Corrections, for submission to the Federal Bureau of Investigation (FBI).

Failure to Comply with this requirement may result in termination of the agreement.

**Janitorial/Cleaning Services:** The Lessor agrees to furnish janitorial and cleaning services as part of this agreement. This 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, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

All services shall be performed during normal business hours of 7:30 a.m. to 5:30 p.m., by approved staff *after* applicable background checks have been performed. Services shall be performed in accordance with the following schedule, unless otherwise specified and agreed upon:

<b>FLOORS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Carpeted Areas – Vacuum (using commercial HEPA filter models only) Non-carpeted Areas – Dust mop Remove gum and other materials. Spot and damp mop to remove stains or spots.
<b>WEEKLY:</b>	Non-Carpeted Areas – Damp mop and spray buff.
<b>SEMI-ANNUALLY:</b>	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
<b>SEMI-ANNUALLY:</b> After hours - requires scheduling with Office Supervisor	Strip, reseal and wax all normally waxed floors.
<b>ANNUALLY:</b> After hours - requires scheduling with Office Supervisor	Machine clean all carpets throughout the facility.
<b>WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.</b>	
<b>WEEKLY:</b>	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
<b>MONTHLY:</b>	Dust or vacuum HVAC registers.
<b>ANNUALLY:</b>	Clean all light fixtures diffuse and dust light bulbs.
<b>WINDOWS AND GLASS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
<b>SEMI-ANNUALLY:</b>	Clean inside of external windows.
<b>WATER FOUNTAINS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Clean and sanitize. Replenish supply of disposable cups (if applicable).
<b>FURNISHINGS</b>	
<b>AS NEEDED, BUT AT LEAST WEEKLY:</b>	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
<b>SEMI-ANNUALLY:</b>	Vacuum all drapes, venetian blinds, or curtains.
<b>TRASH AND REFUSE</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Empty and clean all trash receptacles. Receptacle liners are to be used. Change receptacle liners as needed. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
<b>CIGARETTE URNS AND ASHTRAYS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.



<b>ELEVATORS – (If Applicable)</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp Mop to remove stains or spots. Clean hardware and control panels.
<b>WEEKLY:</b>	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
<b>STAIRWELLS (If Applicable)</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Remove accumulated trash. Spot sweep as required.
<b>WEEKLY:</b>	Sweep. Dust mop to remove stains and dust handrails, ledges, etc. Spot clean walls and doors.
<b>RESTROOMS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
<b>MONTHLY:</b>	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
<b>LOUNGE AND KITCHEN AREAS (If Applicable)</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Clean and sanitize sinks and counter areas.
<b>EXTERIOR</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
<b>DAILY (MONDAY - FRIDAY):</b>	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.
<b>WEEKLY:</b>	Properly maintain grass areas and shrubs by mowing and trimming on a regular schedule as needed and dictated by season(s) and growth.
<b>SEMI-ANNUALLY</b>	Pressure wash exterior of premises
<b>PEST CONTROL</b>	
<b>AS NEEDED; AT LEAST MONTHLY</b>	Provide professional pest control services, which comply with Florida Statute (FS 482)

### **MAINTENANCE AND JANITORIAL SERVICES**

**In providing any or all of the above services:**

1. Only the Lessor or actual employees of the janitorial contractor or hired vendor, who are at least eighteen (18) years of age, are to be admitted to the premises AFTER the Department has facilitated and/or conducted their background check and approved the contractor vendor's entry into the facility.
2. Any contracted vendor or janitorial staff, performing services at the premises MUST first check in with the designated Department staff member upon arrival and MUST check exterior doors and windows to ensure the facility is secure at the time they depart the facility.
3. If providing agreed upon after-hour services, any contracted vendor/janitorial staff MUST ensure they follow the guidelines provided above as they are not to provide access into the facility to anyone. Additionally, these contractor

vendor/janitorial staff MUST use only necessary lighting in the areas in which they are actually working and are not to disturb any papers or personal items within the offices.

4. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, at least once every five (5) years thereafter during the base term, and prior to the commencement date of any renewals or extensions thereof. The Department shall be provided samples from which to choose colors.
  - All painted surfaces shall be painted with a washable paint for easy cleaning using either a Semi-Gloss or Satin finish. Flat paint will not be accepted.
  - Touch-up painting shall be done as needed, as determined by the Department, and must be blended-in so that it matches the existing finish/wall.
  - High traffic areas shall be repainted annually if requested by the Department.
5. All new flooring (carpet, vinyl/VCT, and tile) must be installed prior to occupancy at the commencement of the lease, including related items such as grout (where applicable) and the floor base, and at least once every five (5) years thereafter during the base term, and at least once every five (5) years thereafter during the base term, prior to the commencement date of any renewals or extensions thereof. The Department shall be provided samples from which to choose colors.
  - No flooring will be accepted 'as-is' unless a specific 'concession' is granted by the Department in writing.
  - If adhesives and/or sealants are used during flooring installation, they MUST be low VOC products and the facility MUST be properly ventilated during the installation (open windows/doors, provide fans, etc.)
  - During carpet installations, the carpet must be ventilated seventy-two (72) hours prior to installation and cleaned/vacuumed immediately after the installation to ensure odors are kept to a minimum.
6. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.
7. Any contracted vendor or janitorial staff member must provide the Department with MSDS sheets for any cleaning product, adhesive, chemical, sealant, paint, etc., they use while providing their services.
8. Filters for HVAC shall be changed every **thirty (30)** days at a minimum and more often as conditions warrant.

**LESSEE:**  
Department of Corrections

\_\_\_\_\_  
**Lessee Signature**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

**LESSOR:**

\_\_\_\_\_  
**Lessor Signature**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

**ATTACHMENT C - ADDENDUM B**



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

**ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES**

**ADDENDUM: B**

**LEASE NUMBER: 700:1188**

As a condition precedent to Lessee's obligation to occupy and pay rent, the leased premises shall be renovated and completed in accordance with the Invitation to Negotiate issued for the above referenced lease. Should Lessor fail to complete renovations within the time frame specified in the Invitation to Negotiate, liquidated damages in the amount of \$ 800.00 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT C – ADDENDUM C**



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
Employment Eligibility Verification FORM 4054K

**ADDENDUM: C**

**LEASE NUMBER: 700:1188**

Pursuant to Executive Order #11-02 (as Superseded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program (“E-Verify Program”) administered by the U.S. Department of Homeland Security (“DHS”), under the terms provided in the “Memorandum of Understanding” with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the “Edit Company Profile” page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage.) Information regarding “E-Verify” is available at the following website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm#1](http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1)

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within thirty (30) days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this **Employment Eligibility Verification** provision (including compliance with the terms of the “Memorandum of Understanding” with DHS) is hereby made an express condition of this lease.

**LESSEE:**

Department of Corrections

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**LESSOR:**

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**ATTACHMENT C – ADDENDUM D**

STATE OF FLORIDA  
DEPARTMENT OF CORRECTIONS

**INDOOR AIR QUALITY**

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**ADDENDUM: D**

**LEASE NUMBER: 700:1188**

Lessor shall provide fresh air intake of 20 or more cubic feet per minute per person or as recommended by ASHRAE (The American Society of Heating, Refrigerating and Air Conditioning Engineers). The relative humidity of the interior shall be maintained at 60%. The building envelope shall be maintained to prevent moisture intrusion that may result in microbiological and fungal growth on surfaces, furnishings or interstitial spaces.

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

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

**HEATING AND AIR CONDITIONING:**

Lessor shall furnish to Lessee all heating and air conditioning services and to maintain all equipment in a satisfactory operating condition, including but not limited to testing, adjusting and balancing the system and checking and replacing Freon and filters. All costs associated with the equipment, supplies and maintenance will be the responsibility of the Lessor. Lessor agrees that thermostats in the premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit throughout the heating and cooling seasons.

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT C – ADDENDUM E**



**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
PUBLIC RECORDS**

**ADDENDUM: E**

**LEASE NUMBER: 700:1188**

**Public Records** – Solely for the purposes of this section, the contract manager is the agency custodian of public records. If, under this Contract, the Lessor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes, the Lessor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Lessor does not transfer the records to the public agency; and
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Lessor or keep and maintain public records required by the public agency to perform the service. If the Lessor transfers all public records to the public agency upon completion of the Contract, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of the Contract, the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
**Lessee Signature**

\_\_\_\_\_  
**Lessor Signature**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

FM 4054K2 (R08/16)

**ATTACHMENT C – ADDENDUM F**

STATE OF FLORIDA  
**DEPARTMENT OF CORRECTIONS**  
**ADDITIONAL LEASE TERMS**

**ADDENDUM: E**

**LEASE NUMBER: 700:1188**

In cases where a dispute arises between the Standard Lease Agreement 700:1188, the Invitation to Negotiate 700:1188, and the Lessor’s response to the Invitation to Negotiate 700:1188, during the term of the Lease Agreement, Renewal Option(s) periods and/or extensions thereof, the controlling documents, in order of precedence shall be:

- First - The Standard Lease Agreement 700:1188 (including all Addenda); **then,**
- Second - The Lessor’s response (Reply) to the Invitation to Negotiate 700:1188; **then,**
- Third - The Invitation of Negotiate 700:1188.

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# **ATTACHMENT D**

## **DISCLOSURE OF OWNERSHIP**

### **DISCLOSURE STATEMENT**

**(Required to be completed and submitted with the Reply)**



DISCLOSURE OF OWNERSHIP  
STATE OF FLORIDA

Disclosure Statement

Department of Management Services Form 4114



Lease Number: 700:1188

**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: \_\_\_\_\_.

Form incorporated by reference, subsection 60H-1.025, Florida Administrative Code.

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**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: \_

**Page: 1 of 2**  
Form: 4114 Rev.  
Date: 10/11

Form incorporated by reference, subsection 60H-1.025, Florida Administrative Code.

# **ATTACHMENT E**

## **DEPARTMENT OF FINANCIAL SERVICES' DIVISION OF STATE FIRE MARSHAL**

### **PLANS REVIEW FEES, PROCEDURES AND REQUIREMENTS**

**DEPARTMENT OF FINANCIAL SERVICES’  
DIVISION OF STATE FIRE MARSHAL  
Plans Review Fees, Procedures and Requirements**

The plans for all construction of any new state owned or state lease building and renovation or alteration of any existing state owned or state leased building are subject to review and approval of the Division of State Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy. The Division of State Fire Marshal may inspect state owned and state leased spaces as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire safety standards as per Florida Statutes 633.218 and 69A-52, Florida Administrative Code.

69A-3.009 (12), FAC, defines a state owned building as:

(a) “State-owned building,” as used in Chapter 633, F.S., and any rule adopted by the State Fire Marshal, except as provided in paragraph (b) of this subsection, means any structure used or intended for supporting or sheltering any use or occupancy of which the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the record owner of the legal title to such structure.

(b) “State-owned building” does not mean or include a pole barn, a picnic shelter, a lift station, an animal pen, an animal feeder, a pump house, a one-family private residence, a two-family private residence, a forestry fire tower or other fire tower, a radio tower, a building no longer in use, an empty building, or a greenhouse.

**DESIGN CRITERIA:**

The Life Safety portion of the plans shall be designed in accordance with the National Fire Protection Association (NFPA) 101, Life Safety Code; NFPA 1, Fire Prevention Code; and adopted NFPA Standards. See Florida Administrative Code 69A-3.012 for the adopted edition of NFPA 101 & 1 and a list of adopted NFPA Standards.

[\(https://www.flrules.org/\)](https://www.flrules.org/)

**PLANS REVIEW FEES:**

The fee for plans review is determined by multiplying the estimated construction/ renovation cost of the building, by the constant 0.0025. The minimum fee is \$100.00. This does not include the cost of the land, site improvements, civil work or furniture & equipment.

Example:

\$1,000,000.00 Construction Cost x .0025 = 2,500.00 Fee

**METHOD OF PAYMENT**

After plans are received an invoice will be prepared and sent at which time payment can be made by personal check, money order or, if a state agency is paying, a Samas – Journal Transfer. Please make check or money order payable to the Department of Financial Services. Fill in the memo portion with “SFM Plans Review fee” and return payment with invoice.

**WHAT TO SUBMIT**

Plans and specifications are required to be signed and sealed in accordance with Florida Statute. Submit completed application form DFS-K3-1973 and two sets of plans and one set of specifications to:

**If Sending By Regular Mail**

Division of State Fire Marshal  
Plans Review Section  
200 East Gaines Street  
Tallahassee, Florida 32399-0342

**If Sending By Overnight Service**

Division of State Fire Marshal  
Plans Review Section  
325 John Knox Road, Atrium Building  
Tallahassee, Florida 32303

## **PLANS SUBMISSION:**

The Division of State Fire Marshal will require the submitter to furnish two sets of plans and one set of specifications for review to the Plans Review Section. The submitter may, however, submit plans at an earlier stage, i.e., design review, in which case only one unsigned set needs to be submitted. **Only one design review will be allowed per project.** When the documents are approved for construction, the plans and specs will be stamped "APPROVED" and returned to the submitter. The stamped set of plans must be kept on the job site for the fire safety inspector's use at the time of inspection. It shall be the responsibility of the submitter to see that the "approved" set of plans is on the construction site before work begins and remains there until final inspection and approval has been issued. Plan approval is good for one year from the date of issue. The construction contract must be let within this period or the approval will expire and the plans must be re-submitted with another review fee.

The editions of the pertinent codes that will apply to your project will be those that are adopted at the date of your first submittal, regardless of phase, i.e. 50% or final, and will not change even if a newer edition is adopted during the review process.

Any change orders or redesign during construction that affect life safety shall be submitted for review with the State Fire Marshal's file number indicated. There is no additional fee required for changes.

**The review process allows 30 calendar days for review of all state-owned property and 10 working days for review of state leased property.**

If there are any special circumstances or hazards that require further clarification, the reviewer will attempt to contact you; therefore, please include the name and telephone number of a contact person with your plan submission. Please remember that if you are called and asked for additional information or clarification, the reviewer needs this information in writing before he can approve the project. If the statutory time (10 working days on a lease or 30 calendar days on state owned) expires he must disapprove the project and a re-submittal process may add further delay to the project.

## **PLAN INFORMATION**

The following items are areas where we must have your assistance. Please ensure that all submittals address these necessary items where applicable and help us prevent lost time due to disapprovals based on lack of information.

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
- **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
- **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
- **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.
- **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
- **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
- **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.
- **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
- **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.

- **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system and the appropriate N.F.P.A. standard that was used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.
- **Automatic Sprinkler System, Standpipes and Fire Pumps** - All existing or new systems shall be clearly identified on the plans. The type of system and appropriate N.F.P.A. standard, which was used for the design and installation, shall be indicated on the plans and signed and sealed by the Engineer of Record. Hydraulic calculations, also signed and sealed by the Engineer of Record, shall accompany the plans where applicable.
- **Correction Facilities** - The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.
- **Lease Spaces** - If the leased space is on a floor located above the level of exit discharge (LED) a plan of the LED is required to be submitted to ensure proper exiting from the building.
- The plan shall have the correct name of the facility: Building Number, Office/Complex Name, Street Address, and City, County, and Zip Code, and any assigned lease number noted on the document.
- Include site plan to scale showing project, distances to nearby buildings, fences, parking, and location of hazardous features such as fuel storage or incinerators, and fire lanes if required by NFPA 1.
- Include floor plan(s) drawn to scale showing walls and partitions, openings, door swings, built-in features, changes in elevation such as steps or ramps, dimensions, and notes to indicate what is shown and the use (room name) of each space.
- Schedules for doors, windows and hardware.
- Drawings of HVAC systems.
- Show the following on plans, if applicable: exit markings, emergency lighting (type and location), fire extinguisher(s) (type and location), nationally tested wall assembly details for rated walls, stair and handrail details, interior finishes and their flame spread ratings.
- Show any special fire extinguishing systems such as dry chemical hood systems.

### CONSTRUCTION INSPECTIONS

The review fee will cover plans review and up to three (3) construction site inspections. (1) an underground fire main inspection (if applicable); (2) an intermediate inspection at approximately 65% completion (before covering walls and ceilings); (3) and a final inspection prior to occupancy. The intermediate (65%) inspection is optional at our discretion, and depends upon the size and complexity of the construction project. The purpose of construction site inspections is to ensure that the project is in fact constructed in accordance with the approved construction documents.

Any re-inspection required as a result of deficiencies found during the final occupancy inspection shall result in additional fees billed to the Contractor for re-inspection at a rate of \$65.00 per hour, per Inspector, portal to portal, plus expenses. With this in mind, the contractor should have completed his own systems testing and inspection punch list and made the corrections necessary in order to eliminate re-inspections as much as possible.

### HOW TO REQUEST AN INSPECTION

The following inspections must be considered:

1. Underground: **REQUIRED** if an underground fire main is installed. This inspection must be performed before cover-up.
2. Intermediate: **REQUIRED** if so indicated on the approval letter, or required by the SFM inspector during the initial on-site meeting.
3. Final: **REQUIRED.**

The construction documents must be approved prior to commencing construction of the project. Any request for the use of an alternative system, or change made to the approved plans must be approved by the Plans Review Section prior to its installation. Throughout the various construction phases, ALL requests for inspection shall be made at least five (5) working days in advance using the enclosed DFS Form DI4-1528.

The request may be forwarded by mail or facsimile to the Plans Review Section (see form for fax # and address). The Plans Review Section will route the request to the appropriate field office where the local field inspector will then contact the requestor to make final arrangements for the inspection.



This request form has to be completed in its entirety, otherwise, the request for inspection will not be granted. Additionally, if the plans are found to be disapproved or rejected by this office, the inspection will not be performed and a stop work order may be issued until the plans are submitted, approved, and the plans review fee is paid in full. Should you have any questions, please notify the Plans Review Section (850) 413-3733 prior to mailing this request form.

Should the project not pass inspection due to various deficiencies, a re-inspection within 30 days should be scheduled with the Inspector at that time. If the corrections cannot be made within that required time frame, it is the responsibility of the agency or requesting party to complete the attached inspection request form (DI4-1528) and submit it to Plans Review Section in Tallahassee, noting the date in which the project will be ready for re-inspection in order for him to reschedule the site for a re-inspection.

The following checklists have been provided for your use in preparing plans that contain sprinkler and fire alarm systems.

#### **FIRE ALARM CHECKLIST**

1. The fire alarm contractor shall be licensed for the scope of work submitted.
2. Provide contractor's names, address, phone and license number.
3. Provide job site address, occupancy type, design criteria (NFPA standard)
4. General description of how the system will operate. What will activate the system; will it go into general alarm or ring by zone; will it annunciate; will it be monitored by a central station; will the air handling system be shut down, elevator recall, etc.
5. Itemized list of equipment to be used showing quantity, manufacturer, model number, type of device, and CFM number.
6. Calculations to be complete. Indicate all electric current required in supervision and alarm conditions. Provide calculations on battery manufacturer's standard form.
7. Denote capacity of battery, and confirm adequate size when operating under the full-calculated load.
8. Voltage drop calculations showing that voltage drop does not exceed 5% drop.
9. Cut sheets for each type of device being installed.
10. Drawing showing location of devices, wire runs, number of conductors, zones, end-of-line resistors, and typical wiring method used on the devices.
11. If fire alarm work is resultant from an inspection (State Fire Marshal, fire department, etc.) provide copy of report.
12. Submittal must be complete. Examples: Candela ratings of strobes shall be identified. Ceiling heights shall be indicated when ceiling mounted strobes are used. Reflected ceilings are to be clearly denoted. Include light fixture types/locations, HVAC opening types/locations, and all architectural features (joist, beams, coffers, furred, etc.) extending more than 4 inches from the ceiling plane. Rooms, spaces and areas shall be identified.
13. Differentiate between all existing and proposed components. If system or portion is existing, indicate date of existing system installation, or date of prior substantial system renovation.

#### **SPRINKLER SYSTEM CHECKLIST**

1. Occupancy class of each area or room identified.
2. All sprinklers identified by make, type, orifice size, temperature rating, thermal sensitivity, including all existing heads affecting the scope of work.
3. For large storage areas, provide storage height, method of storage, description of commodities, etc. If project is specialized storage design (NFPA 231, 231C, etc.) provide complete design statement denoting methodology for arriving at project area/densities.
4. All piping identified by size, type, inside diameter, and schedule, including all existing piping affecting the scope of work.
5. All ceiling information: heights, types, architectural profiles (vaults, coffers, furred, etc.), construction assembly (combustible ceiling or framing? significant combustibles in ceiling cavity, etc.)
6. Sprinkler obstructions denoted (suspended light fixtures, dust work, architectural items, etc.)
7. H.V.A.C. openings shown
8. Method of maintaining sprinkler system at or above 40 degrees Fahrenheit identified. Describe all unheated areas and explain methodology of all types, sizes, locations, etc. of freeze protection devices.
9. Graphically highlight each hydraulic area, title each area on the plans, with matching title on each calculation set.
10. Location and rating of firewalls, unprotected vertical openings, and other assemblies affecting sprinkler design.
11. Size of city main at street, denoting dead end or circulating (or denote private supply).

12. Total area protected by each system on each floor.
13. Location, type, and listing of hangers.
14. Underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, valve pits, backflow preventers, etc.)
15. All hydraulic name plate information.
16. Setting for pressure reducing valve denoted.

#### **HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS**

17. Verify the water supply, test location, date (must be 12 months current) peak demand time (or calculated adjustment), and account for test elevation at calculations.
18. Verify hazard classification (light, ordinary, special occupancy, etc.).
19. Verify the design criteria (density/sq. ft. over the hydraulic design area).
20. Verify the location of the area calculated (most hydraulically demanding is not always the most physically remote)
21. Verify the dimensions of the area calculated (design area shall not extend beyond designated area served by each sprinkler). Sufficient length parallel to the branch lines or cross-mains, as required.
22. Verify the densities (sprinklers flowing at or above minimum required flow rate).
23. Verify the pipe sizes, lengths, equivalent lengths of fittings, and flow paths (account for all pressure losses).
24. Verify the hose demand.
25. Confirm that the system demand is at or less than the available water supply (include demand vs. supply graph).
- 26.

#### **MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS**

27. Sprinklers, pipes, valves, pressure-reducing devices, flow switches, backflow preventers, water meters (all system devices effecting hydraulic design, whether existing or proposed).
28. Fire pump type, size, and design curves (provide current pump test for existing pump).

**NOTE:** IT IS THE RESPONSIBILITY OF THE OFFEROR TO ENSURE CURRENT FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE(S) (FAC) ARE ADHERED TO AND ARE REFLECTED IN ALL ASPECTS OF DESIGN CRITERIA, RENOVATIONS, RETRO-FITS, AND A/E FLOOR PLANS. FOR CURRENT FORMS, INSTRUCTIONS, ETC., VISIT THE DEPARTMENT OF FINANCIAL SERVICES', DIVISION OF FIRE MARSHAL, BUREAU OF FIRE PREVENTION WEB SITE AT: <http://www.myfloridacfo.com/Division/SFM/BFP/default.htm>



**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of State Fire Marshal- Bureau of Fire Prevention**

**APPLICATION FOR PLAN REVIEW**

By submitting this form you are requesting that the State Fire Marshal's Office complete a plan review in accordance with F.S. 633. This form must be completed in its entirety. Partial or incomplete submittals may result in delay of processing this request.

**1. CONTACT INFORMATION**

a. Applicant's Name:	Email:	Phone:
b. State Agency Contact:	Email:	Phone:
c. Architect of Record:	Email:	Phone:
d. Engineer of Record for Fire Alarm System:	Email:	Phone:
e. Engineer of Record for Fire Sprinkler System:	Email:	Phone:

**2. PROJECT NAME OR DESCRIPTION**

<b>3. TYPE OF SUBMITTAL</b>	a. <input type="checkbox"/> Design Review (<100% Construction Documents)
	b. <input type="checkbox"/> 100% Construction Documents
	c. <input type="checkbox"/> Revision for SFM # : _____ (Complete items 1a and 7 only)
	d. <input type="checkbox"/> Shop Drawings for SFM # : _____ (Complete items 1a and 7 only)
	e. <input type="checkbox"/> Other:

**4. BUILDING INFORMATION**

a. <input type="checkbox"/> State Owned*	b. <input type="checkbox"/> State-Leased,** lease #:
c. Design or State Agency Project #:	
d. Project Square Footage:	e. State Agency or University:
f. Building Name:	g. Building #:
h. Building Street Address:	
i. City/State/Zip:	j. County:
k. NFPA Occupancy Type: (check all that apply)	
Ambulatory Health Care <input type="checkbox"/>	Apartments <input type="checkbox"/>
Detention and Correctional <input type="checkbox"/>	Day-Care <input type="checkbox"/>
One and Two Family <input type="checkbox"/>	Mercantile <input type="checkbox"/>
Hotels and Dormitories <input type="checkbox"/>	Health Care <input type="checkbox"/>
Lodging or Rooming Houses <input type="checkbox"/>	Business <input type="checkbox"/>
Residential Board and Care <input type="checkbox"/>	Industrial <input type="checkbox"/>
Storage <input type="checkbox"/>	Assembly <input type="checkbox"/>
l. Is this a change in occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No	m. FBC Construction Type:
n. Building Height:	o. Number of Stories:
p. Life Safety Systems: (check all that apply)	
<input type="checkbox"/> Fire Alarm System <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Standpipe	
<input type="checkbox"/> Other:	
q. Estimated Construction Cost (not including the cost of land, site improvement, civil work or furniture and equipment):	

Page 1, Permit # \_\_\_\_\_

Offeror's Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_

Offeror's Initials



**DEPARTMENT OF FINANCIAL SERVICES**  
*Division of State Fire Marshal*

**APPLICATION FOR PLAN REVIEW**

<b>5. SITE INFORMATION</b>	a. Site Name:				
	b. Site Street Address:				
	c. City/State/Zip:				
<b>6. FEES</b>	a. Person/Company responsible for payment of fees:				
	b. Street Address:				
	c. City/State/Zip:	d. Phone:			
<b>7. RETURN PLANS</b>	a. Plans should be returned to:				
	b. Street Address:				
	c. City/State/Zip:	d. Phone:			
<p>Plans and specification shall be signed and sealed in accordance with Florida Statute 471 and 481. Submit this completed application with two sets of contract documents and one set of specifications to:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><b><u>If Sending By Regular Mail</u></b>            Division of State Fire Marshal            Plans Review Section            200 East Gaines Street            Tallahassee, Florida 32399-0342</p> </td> <td style="vertical-align: top;"> <p><b><u>If Sending By Overnight Service</u></b>            Division of State Fire Marshal            Plans Review Section            325 John Knox Road, Atrium Building            Tallahassee, Florida 32303</p> </td> </tr> </table>				<p><b><u>If Sending By Regular Mail</u></b>            Division of State Fire Marshal            Plans Review Section            200 East Gaines Street            Tallahassee, Florida 32399-0342</p>	<p><b><u>If Sending By Overnight Service</u></b>            Division of State Fire Marshal            Plans Review Section            325 John Knox Road, Atrium Building            Tallahassee, Florida 32303</p>
<p><b><u>If Sending By Regular Mail</u></b>            Division of State Fire Marshal            Plans Review Section            200 East Gaines Street            Tallahassee, Florida 32399-0342</p>	<p><b><u>If Sending By Overnight Service</u></b>            Division of State Fire Marshal            Plans Review Section            325 John Knox Road, Atrium Building            Tallahassee, Florida 32303</p>				
<p>* 69A-3.009 (12), FAC, defines a state owned building as:          (a) "State-owned building," as used in Chapter 633, F.S., and any rule adopted by the State Fire Marshal, except as provided in paragraph (b) of this subsection, means any structure used or intended for supporting or sheltering any use or occupancy of which the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the record owner of the legal title to such structure. (b) "State-owned building" does not mean or include a pole barn, a picnic shelter, a lift station, an animal pen, an animal feeder, a pump house, a one-family private residence, a two-family private residence, a forestry fire tower or other fire tower, a radio tower, a building no longer in use, an empty building, or a greenhouse.</p>					
<p>** 69A-3.009 (13), FAC, defines a state leased space as:          "State-leased" means that the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the lessee which is leasing the building or space from a lessor.</p> <p>If this is a state lease at a Department of Management Services facility, please send a copy of this completed form to:</p> <p>Real Property Administrator          4050 Esplanade Way,          Suite 315          Tallahassee, FL 32399-0950</p>					

Page 2, Permit # \_\_\_\_\_

DFS-K3-1973  
 Rev. 03/12; Rule 69A-52.003, F.A.C.

Offeror's Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
 Offeror's Initials

# **ATTACHMENT F**

## **DEPARTMENT OF MANAGEMENT SERVICES'**

### **ENERGY PERFORMANCE ANALYSIS (EPA)**





**STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**ENERGY PERFORMANCE ANALYSIS (EPA)**

Pursuant to Section 255.254, Florida Statutes, no state agency shall lease a facility without having secured from the Department of Management Services (DMS) an evaluation of life-cycle costs based on sustainable building ratings. DMS implements Section 255.254, Florida Statutes, through Rule Chapter 60D-4 of the Florida Administrative Code (FAC). Pursuant to Rule 60D-4.007, FAC, an Energy Performance Analysis (EPA) is required before an agency considers leasing the following facilities:

- buildings larger than 5,000 gross square feet
- spaces larger than 2,000 square feet of rentable area within an existing building

The EPA requirements include the following procedures:

- the Energy Star rating of the proposed lease -or- the energy performance index for facilities not eligible for an Energy Star rating (see EPA Procedures below)
- the energy cost projection (see EPA Procedures below)
- the computer-based simulation when required in the EPA Procedures (also see Computer-Based Simulation Requirements below for additional information)
- the EPA Submission (see EPA Submission Requirements below)

**EPA Procedures**

1. Energy Star Rating:

- a. An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:
  - 1) the Energy Star Portfolio Manager software, which is available at: [http://www.energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfoliomanager](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)
  - 2) the Energy Star Target Finder software, which is available at: [http://www.energystar.gov/index.cfm?c=new\\_bldg\\_design.bus\\_target\\_finder](http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder)
- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
  - 1) Whole-Building Scenario: When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist or the space has been unoccupied for more than 30 days, then the Energy Star rating must be developed with the annual energy consumption results of a computer-based simulation (see Computer-Based Simulation Requirements below for additional information).
  - 2) Partial-Building Scenario: When the proposed lease space does not account for all rentable space within a given building or is not separately metered by the utility provider, a computer-based simulation shall be performed that computes the expected annual energy consumption for the proposed lease space. The results of the computer-based simulation shall be used to generate the Energy Star rating.  
*Note: An Energy Star rating for the entire building in this scenario will not be accepted.*

- d. Exception: When the proposed lease does not meet the eligibility criteria for an Energy Star rating regarding the type or allocation of space, an energy performance index (kBTU per gross square foot per year) shall be developed manually in lieu of the Energy Star rating using one of the following sources:
  - actual utility bill data for the previous 12 months
- e. the expected annual energy consumption developed with a computer-based simulation Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
- f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
  - 1) an Energy Star rating for the proposed lease
  - 2) the energy performance index (kBTU per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating

2. Energy Cost Projection:

- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
  - 1) the average annual energy costs based on actual utility bills for the previous three years
  - 2) current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
- b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.
- c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
  - 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
  - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

**Computer-Based Simulation Requirements**

When a computer-based simulation is required to develop the EPA (see EPA Procedures above), the computer-based simulation shall be consistent with the following requirements:

- 1. The computer-based simulation shall be performed by an engineer licensed in Florida.
- 2. The computer-based simulation program shall be one of the following commercially-available software programs:
  - a. DOE-2
  - b. BLAST
  - c. eQuest
  - d. EnergyPlus
  - e. Carrier HAP
  - f. Trane TRACE
  - g. Other programs determined by DMS to be consistent with Rule 60D-4.005, FAC.
- 3. The computer-based simulation shall model total energy consumption for the proposed lease space.
- 4. The computer-based energy simulation shall model all of the following loads that exist or shall exist as a result of renovations in the proposed lease space:
  - a. lighting
  - b. internal equipment loads
  - c. service water heating
  - d. space heating
  - e. space cooling
  - f. fans
  - g. pumps



## EPA Submission Requirements

The EPA submission shall contain all of the following information:

1. A description of the proposed lease space that includes:
  - a. gross square footage
  - b. rentable square footage
  - c. type of space
  - d. current number of occupants
  - e. proposed number of occupants (this is the tenant agency's requirement)
  - f. weekly operating schedule
  - g. address of the facility
2. Copies of the utility bill statements for the previous one year (provide when such data is used to develop the Energy Star rating). Historical consumption and cost data supplied by the utility provider will be considered acceptable in lieu of utility bill copies.
3. Copies of the actual utility bill statements for the previous three years (provide when such data is used to develop the energy cost projection). Historical consumption and cost data supplied by the utility provider will be considered acceptable in lieu of utility bill copies.
4. Input and output sheets from the computer-based simulation program (provide when a computer-based simulation is required).
5. The name, address, firm name, and license number of the engineer who performed the computer-based simulation (provide when a computer-based simulation is required).
6. Energy Star software forms:
  - a. "Statement of Energy Performance" (provide when Energy Star Portfolio Manager is used)
  - b. "Target Energy Performance Results" (provide when Energy Star Target Finder is used)
7. Energy performance index and calculations (provide when the proposed lease is not eligible for an Energy Star rating).
8. The cost utilization index, projection, and calculations. A brief description of the type and size of the existing HVAC and lighting systems.
9. A detailed description of all renovations planned, necessary, or performed to make the proposed lease space suitable for the tenant agency.
10. A detailed description of all energy conservation measures proposed to raise the Energy Star rating to the minimum accepted level (provide when energy conservation measures are proposed and also include the revised Energy Star reports).
11. **Delivery:** The energy performance analysis shall be mailed or delivered to the Department of Management Services pursuant to Section 255.254(1), Florida Statutes, to the address listed here:

**DMS    EPA    Review**  
**4050 Esplanade Way, Suite 335**  
**Tallahassee, Florida 32399-0950**  
**(850) 488-1817**

**The submittal to DMS should include a reference to the Department of Corrections' ITN 700:1188.**

# ATTACHMENT G

## 'DOING BUSINESS WITH THE STATE'

# **'DOING BUSINESS WITH THE STATE'**

## **PART I**

### **MyFloridaMarketplace (MFMP)**

#### **I. Registration as a Vendor with the Florida Department of Management Services' MyFloridaMarketPlace (MFMP)**

In order to do business with the Florida Department of Corrections (or any State agency in Florida), you must first register in MyFloridaMarketPlace (MFMP), the state's e-procurement system. You can access this registration on-line at: <http://dms.myflorida.com/mfmp>.

Click on the **MFMP Vendor** link, then click on Vendor Tools and proceed with your registration. Please be aware that for each purchase, vendors are required to pay the State (not the Department of Corrections) a 1% transaction fee unless exempt as indicated in Rule 60A-1.032, Florida Administrative Code (as a Lessor, **you are exempt from paying this 1% transaction fee** per the above-mentioned rule). During the registration process you will be asked to agree to terms and conditions that include this information; in addition, you will be assigned a vendor sequence number.

If you encounter difficulties with either of the registration processes, contact the MyFloridaMarketPlace Customer Service Desk at **1-866-352-3776** for technical assistance.

**NOTE:** It is important that the business entity name and vendor identification number is the same as the Lessor and FEID number on the approved Lease Agreement.

For Lease Number 700:1188,

the Lessor is: Offeror (as specified in the ITN submittal)

the FEID # is: 9-digit # (example – 123466789)

Electronic Funds Transfer (EFT) of Rental Payments with the Florida Department of Financial Services

In addition to Vendor registration of the business thru the MFMP e-procurement system, direct deposit/electronic deposit of monthly rental payments to the **Lessor** of approved lease agreements can be established thru the Florida Department of Financial Service' web link at: [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm)

Direct/electronic deposit of rental payments generally results in payments being deposited in the Lessor's authorized banking account several days quicker than using the paper warrant process because it is a more 'automated' process. Direct deposit (EFT) can also provide a higher level of security of rental payments since the deposits are direct to the designated financial account rather than thru the US mail and into a mail drop. When the electronic funds transfer (EFT) is utilized, a paper copy of the monthly rental payment information is sent to the designated rental remittance payment address which is established by the Lessor and referenced in the approved Lease Agreement.

#### **II. Notification of changes to ownership (Lessor), contact information, mailing and/or rental remittance addresses of approved Lease Agreements**

In the event of a change to the Lessor information due to: (a) sale of the property; (b) change of ownership; or (c) addresses (Lessor mailing address and/or Lessor's rental remittance address), notification to the Department of Corrections' Leasing section is required. For the lease agreement acquired thru this ITN, the contact is:

Lynda McKinnie, Leasing Agent

Telephone: 850:717-3606

Email: [mckinnie.lynda@mail.dc.state.fl.us](mailto:mckinnie.lynda@mail.dc.state.fl.us)

Based on ownership and/or rental payment remittance, etc. changes involved, the Leasing staff person will provide instruction and assistance to effectively update the Lease Agreement documents and records, ownership designation and/or address information which may include the following:

1. Change of Ownership – Sale of Property:

- Submit letter on business letterhead, signed by new owner/Lessor, providing the date of new ownership and contact information for new owner(s);
- Submit a copy of the property deed, as recorded with the local county government, reflecting the new owner/Lessor.

2. Change of Lessor business name – Same owners operating under new/different business entity name:

- Submit letter on business letter, signed by current Lessor, which provides the new business name and FEID number.
- Confirm the existing FEID number is valid (or) provide new FEID number for the different business entity name.
- Confirm the mailing address for the Lessor and provide contact information (telephone number, fax number and email address);
- Confirm the rental remittance address for the Lessor;
- If applicable, confirm registration with the Florida Department of State, Division of Corporations, has been accomplished.

Depending on the changes, the Leasing office may provide a Disclosure Statement FORM (fm 4114) for completion and return.

Updated 'vendor' registration and/or updates thru the MFMP web site may be required.

(Reference: **Item I - Registration as a Vendor with the Florida Department of Management Services' MyFloridaMarketPlace (MFMP)**)

Updated electronic funds transfer (EFT) registration thru the Department of Financial Services web site may be required.

(Reference: **Item II - Electronic Funds Transfer (EFT) of Rental Payments with the Florida Department of Financial Services**)

## **PART II** **Substitute W-9 Form**

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services or make payments to any vendor that does not have a verified Substitute Form W-9 on file with the Department of Financial Services.

You will need the following information in order to complete the State of Florida Substitute W-9:

1. Taxpayer Identification Number
2. Business Name (as it appears on your tax return)
3. Business Designation (e.g., Corporation, Sole Proprietor, Partnership, Trust or Estate, etc.) If the vendor is unsure of their business designation, they should contact their legal or tax advisor.
4. Primary address for your tax information
5. Preparer's Name
6. Preparer's Telephone Number
7. Preparer's Email Address

**Please follow this link for full details and instructions:**

<https://flvendor.myfloridacfo.com>

**PART III**  
**DIRECT DEPOSIT THRU ELECTRONIC FUNDS TRANSFER (EFT)**

**VENDORS**

**Direct Deposit (EFT) sign-up information for Vendors**

**Florida Department of Financial Services**

Direct Deposit is a method of receiving payments. There can be only one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

- Direct Deposit E-mail address: [directdeposit@myfloridacfo.com](mailto:directdeposit@myfloridacfo.com)
- Direct Deposit phone number (850) 413-5517
- Checking payments on the web: <https://flair.dbf.state.fl.us>
- Check the status of a pending payment call the Vendor Ombudsmen Section at (850) 413-5516
- **Get the 'Direct Deposit' form now.** Simply click on the 'Form' link immediately below, print out the 'Direct Deposit Payment Authorization' form (DFS-A1-26E) and follow the instructions.
- If you have problems printing the form or have any questions, call (850) 413-5517 or email the Department of Financial Services at [directdeposit@myfloridacfo.com](mailto:directdeposit@myfloridacfo.com)

[Form](#)

**Please note:** The Lessor/Remittance name used for the Direct Deposit System (EFT) thru DFS and the name used for Vendor Registration (thru DMS' MFMP) must match. These systems (MFMP Vendor and Direct Deposit (EFT)) are 'linked' and variances or conflicts may result in errors and delays associated with processing rental payments.

# ATTACHMENT H

## STANDARD METHOD OF SPACE MEASUREMENT

(Use as a guide and apply square footage measurements and calculations for verified gross square feet and net rentable (usable) square feet on all floor plans and/or AE plans submittals requested in this ITN.)

## **STANDARD METHOD OF SPACE MEASUREMENT**

- A. The purpose of this standard is to permit communication and computation on a clear and understandable basis. Another important purpose is to allow comparison of values on the basis of a generally agreed upon unit of measurement (net square footage).
- B. It should also be noted that this standard can and should be used in measuring office space in old as well as new buildings, leased office space as well as state-owned space. It is applicable to any architectural design or type of construction because it is based on the premise that the area being measured is that which the agency may occupy and for its furnishings and its people.
- C. This standard method of measuring office space measures only occupiable space undistorted by variances in design from one building to another. It measures the area of office building that actually has usable (rental) value and, therefore, as a standard can be used by all parties with confidence and with a clear understanding of what is being measured. Area measurement in office buildings is based in all cases upon the typical floor plans, and barring structural changes which affect materially the typical floor, such measurements stand for life of the building, regardless of readjustments incident to agency layouts.
- D. All usable (rentable) office space, private section leased, state-owned, or other publicly-owned shall be computed by:
  - 1. Measuring to the finish of permanent building walls to the office side of corridors and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining usable areas. This usable (rentable) area shall EXCLUDE: bathrooms, public corridors, stairs, elevator shafts, flues, pipe shafts, vertical ducts, air-conditioning rooms, fan rooms, janitor closets, electrical closets, telephone equipment rooms (such other rooms not actually available to the tenant for his furnishings and personnel), and their enclosing walls.
  - 2. No deductions shall be made for columns and projection structurally necessary to the building.
- E. The floor plan (page 3 of 3 of this Attachment) illustrates the application of this standard.

### **PREPARING FLOOR PLANS & SQUARE FOOTAGE CALCULATIONS**

- F. Floor plans verifying the net rentable square footage are to be submitted for new leases or modifications to increase or decrease square footage of leases 3,000 square feet or greater. This requirement may be met by using either a scaled line drawing or an architect's blueprint. The plans must contain all dimensions and calculations following the standard method of space measurement, necessary to compute the net rentable square footage. They should be signed by the person who physically measured the leased premises. On page 3 of 3 of this Attachment is a sample scaled line drawing floor plan.
- G. Floor plans should be prepared and square footage calculations completed and the rentable square footage verified before lease document preparation commences. The square footage on the floor plans and the lease document must agree.
  - 1. Drawings are to be clear with measurement lines showing to which surface of the wall the measurement applies. Many times an architect's drawing will not indicate measurement procedure. In such cases measurement lines and distances may be drawn on the floor plans to make them correct.
  - 2. Square footage calculations must be clear and easy to follow. For clarity areas of the facility may be designated with an alpha letter which is referenced to the calculations. Areas may be color coded if desired to make them easier to understand.

3. Any subsequent lease actions which changes the square footage is to be accompanied by a new set of plans indicating the total new square footage.
4. Set calculate to three decimal places.
5. Calculate all measurements to three decimal places using the decimal equivalents provided as shown on the following page.
6. Do not round off any figures used in calculations until final square footage is obtained, then round off to nearest square foot to arrive at net rentable square footage for the facility.

**DECIMAL EQUIVALENTS FOR SQUARE FOOTAGE CALCULATIONS:** (To be used for all SF calculations)

$\frac{1}{4}'' = .021$	$3 \frac{1}{4}'' = .271$	$6 \frac{1}{4}'' = .521$	$9 \frac{1}{4}'' = .771$
$\frac{1}{2}'' = .042$	$3 \frac{1}{2}'' = .292$	$6 \frac{1}{2}'' = .542$	$9 \frac{1}{2}'' = .792$
$\frac{3}{4}'' = .063$	$3 \frac{3}{4}'' = .313$	$6 \frac{3}{4}'' = .563$	$9 \frac{3}{4}'' = .813$
$1'' = .083$	$4'' = .333$	$7'' = .583$	$10'' = .833$
$1 \frac{1}{4}'' = .104$	$4 \frac{1}{4}'' = .354$	$7 \frac{1}{4}'' = .604$	$10 \frac{1}{4}'' = .854$
$1 \frac{1}{2}'' = .125$	$4 \frac{1}{2}'' = .375$	$7 \frac{1}{2}'' = .625$	$10 \frac{1}{2}'' = .875$
$1 \frac{3}{4}'' = .146$	$4 \frac{3}{4}'' = .396$	$7 \frac{3}{4}'' = .646$	$10 \frac{3}{4}'' = .896$
$2'' = .167$	$5'' = .417$	$8'' = .667$	$11'' = .917$
$2 \frac{1}{4}'' = .188$	$5 \frac{1}{4}'' = .438$	$8 \frac{1}{4}'' = .688$	$11 \frac{1}{4}'' = .938$
$2 \frac{1}{2}'' = .208$	$5 \frac{1}{2}'' = .458$	$8 \frac{1}{2}'' = .708$	$11 \frac{1}{2}'' = .958$
$2 \frac{3}{4}'' = .229$	$5 \frac{3}{4}'' = .479$	$8 \frac{3}{4}'' = .729$	$11 \frac{3}{4}'' = .979$
$3'' = .250$	$6'' = .500$	$9'' = .750$	

**Reference: Florida Administrative Code (60H-2.003); Department Standard Method of Space Measurement - <https://www.flrules.org/>**

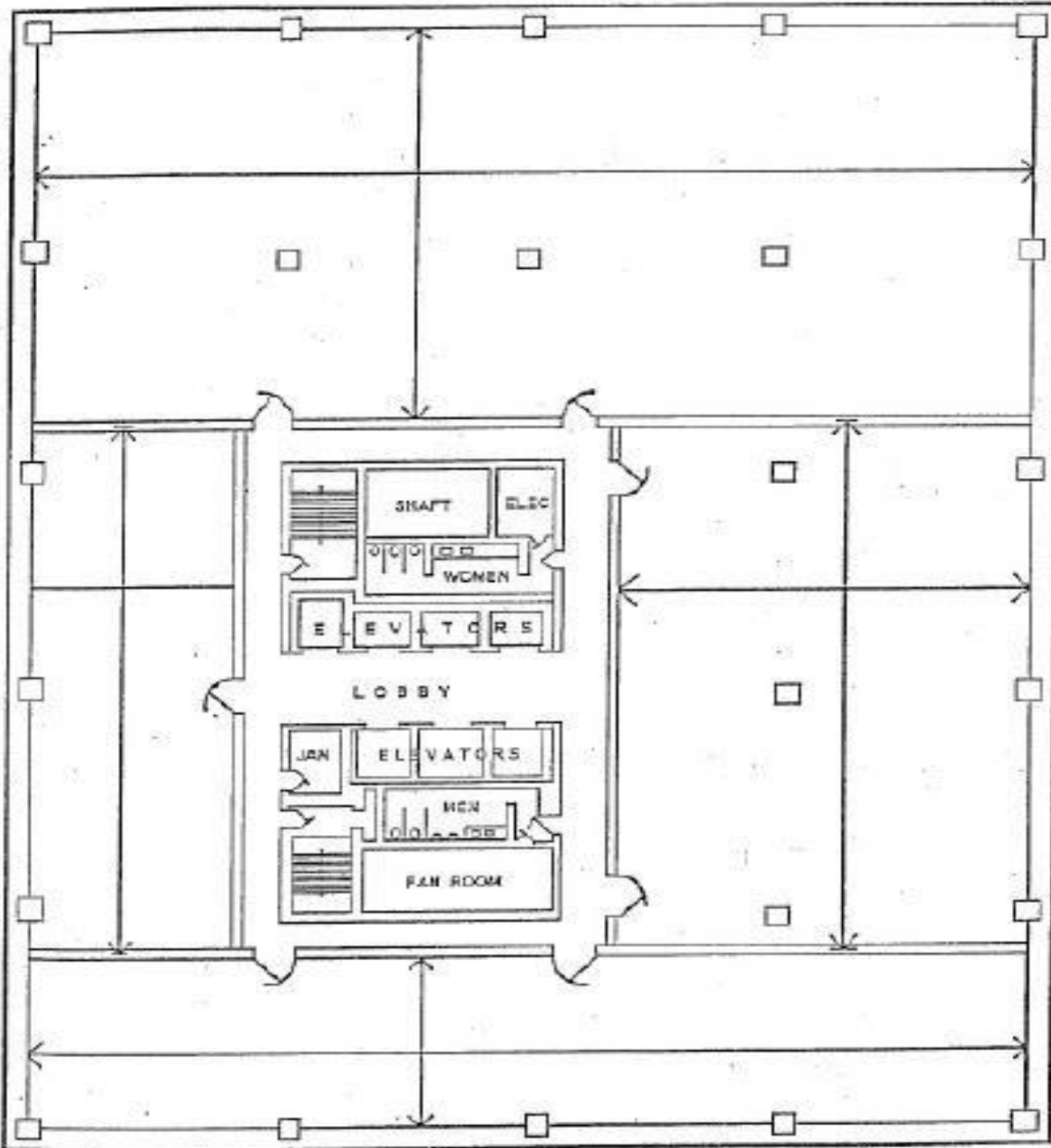
**ADDITIONAL INSTRUCTION**

**All A/E plans required under this ITN** shall include verified square foot measurements and square foot calculations which are in accordance with Attachment H – Standard Method of Space Measurements.

- The plans shall be to scale (example:  $1/4''$  or  $1/2'' = 1'0''$ ).
- The plans shall include SF measurements and SF calculations by category: (a) total gross net rentable SF; (b) total non-usable SF; (c) total net usable (rentable) SF and (d) summary SF totals by category (a)(b)(c).
- Floor plans shall define the categories (a)(b)(c) by color coding, or similar method, for proper identification.
- The drawing shall be certified correct by the A/E.



ATTACHMENT H (continued)  
Standard Method of Space Measurement (Example Floor Plan)



Offeror's Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
Offeror's Initials

# **ATTACHMENT I**

## **BUSINESS REFERENCES**

**(Required to be submitted with the Reply)**

## **BUSINESS REFERENCES OF OFFEROR**

Provide contact information for at least three (3) tenants to whom the Offeror has provided office space within the past five (5) years. One of the references must be a current or former tenant of the property for which a proposal is submitted under this ITN. The Department of Corrections may only be utilized as a business reference if less than three (1) references are available. The Offeror must provide a statement to that effect.

The contact information (names/telephone numbers/email addresses) must be reliable.

<b>1) Company Name:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Contact Information:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Current or Former Tenant:</b>	Current_____ Former _____
<b>Length of Tenancy:</b>	From_____to _____

<b>2) Company Name:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Contact Information:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Current or Former Tenant :</b>	Current_____ Former _____
<b>Length of Tenancy:</b>	From_____to _____

<b>3) Company Name:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Contact Information:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Current or Former Tenant:</b>	Current_____ Former _____
<b>Length of Tenancy:</b>	From_____to _____

<b>4) Company Name:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Contact Information:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Current or Former Tenant:</b>	Current _____ Former _____
<b>Length of Tenancy:</b>	From _____ to _____

<b>5) Company Name:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Contact Information:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Current or Former Tenant:</b>	Current _____ Former _____
<b>Length of Tenancy:</b>	From _____ to _____

# ATTACHMENT J

## COMMISSION AGREEMENT

**COMMISSION AGREEMENT  
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES  
FOR LEASING TRANSACTIONS**

This Commission Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between ("Owner") \_\_\_\_\_, The State of Florida ("Tenant") Department of Corrections And ("Tenant Broker") CBRE, INC.

The following provisions are true and correct and are the basis for this Agreement:

- A. Owner has legal title to a property located at \_\_\_\_\_, in \_\_\_\_\_ County, Florida on which contract is an office building/project commonly known as \_\_\_\_\_ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number \_\_\_\_\_.
- B. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay The State of Florida a real estate commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant Broker is serving solely as a representative of Tenants' interest. Likewise, Owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Tenant Broker and Tenant, will be (has been) considered and included within the Owner's proposal for lease.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **AGREEMENT TO PAY COMMISSION:** For the base term of the lease, Owner hereby agrees to pay a real estate commission to Tenant for the total aggregate gross base rent (with no offset) as follows:

**New Leases:**

<u>Total Aggregate Gross Base Rent</u>	<u>Commission Rate</u>
The first \$ 0.00 - \$500,000	3.50%
The next \$ 500,001 - \$2,500,000	3.25 %
The next \$2,500,001 - \$4,500,000	3.00 %
The next \$4,500,001 - \$6,499,999	2.75 %
The next \$6,500,000 and over	2.50 %

**Warehouse/Storage/Hangar:**

Total Rent for the Base Term of the Lease	0 – 5,000 square feet	2.0%
Total Rent for the Base Term of the Lease	over 5,001 square feet	same as office space %

The commission on any lease modification shall be equal to two (2%) percent of the total additional gross rents added to, or above the total rents of the original lease.

- 2. **PAYMENT OF COMMISSION:** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said commissions based on a separate agreement between Tenant and Tenant Broker.
- 3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.

**COMMISSION AGREEMENT  
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES**

4. **REPRESENTATION OF TENANT:** Although Owner will pay the commission to Tenant, who will in turn pay Tenant Broker, Tenant Broker **will not** be representing owner in the contemplated lease transaction. Tenant Broker will be representing **only the Tenant** in such transaction. The owner acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction.
5. **AUTHORITY TO SIGN:** Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.
6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between Owner and Tenant and Tenant Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Tenant Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.
7. **FAILURE TO PAY:** Should the owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.

**8. NOTICES:**

To Tenant Broker: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To Owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To Tenant: **Florida Department of Corrections; ATTN: Leasing Office c/o: Lynda McKinnie**  
**501 South Calhoun Street**  
**Tallahassee, FL 32399-2500**

8. LEGAL DESCRIPTION (if not attached as Exhibit "A") \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AGREED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

<p><b>TENANT:</b> Department of Corrections</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p><b>OWNER:</b></p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p><b>BROKER:</b> CBRE, Inc.</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>
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Offeror's Initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
 Offeror's Initials

# **ATTACHMENT K**

## **SPECIAL POWER OF ATTORNEY FORM**

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



STATE OF FLORIDA

Lease Number: 700:1188

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, \_\_\_\_\_  
Name Street Address

\_\_\_\_\_, \_\_\_\_\_, 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. 700:1188  
with the State of Florida, Department of Corrections, 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 Corrections.

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\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

\_\_\_\_\_  
Printed Name of Notary Public My Commission Expires: