



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

CONTENTS: ITB LEASE - 770:0218

- I. INTRODUCTION AND OVERVIEW**

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

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

- IV. LEASE TERMS AND CONDITIONS**

- V. PROPOSAL EVALUATION CRITERIA**

- VI. PROTEST PROCEDURES**

- VII. CERTIFICATION**

ATTACHMENTS



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

I. INTRODUCTION AND OVERVIEW

The State of Florida's Fish and Wildlife Conservation Commission (hereinafter referred to as the "Agency"), requests your participation in a space search in Pinellas Park, Pinellas County, Florida [more detailed boundaries are attached hereto as **Attachment B**]. The Agency is seeking detailed and competitive proposals to provide conditioned warehouse 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 Bid, please see **Attachment "A"**, which includes the Agency Specifications detailing the build-out requirements. The Agency has authorized Cushman & Wakefield of Florida, Inc. and its subcontractors (Tenant Broker Representative) to be its exclusive representatives during this solicitation for space.

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

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

II. ITB INSTRUCTIONS AND GENERAL INFORMATION

A. PROPOSAL REPLIES

Complete written Bids are **due by : P M EST on Sept. 18, 2013 (Date)**. Submissions must include the original reply, two copies and two electronic copies (on CD-ROMs in PDF format), or four original copies in a sealed envelope (or other suitable package) with the lease number and/or ITB number clearly marked on outside sealed envelope. The written Bids are acceptable via US Mail, private courier service, or hand-delivery to:

Florida Fish and Wildlife Conservation Commission
Attention: William Dockery, c/o Purchasing Office Rm. 364
(850) 617-9605 / (850) 617-9614
620 South Meridian Street
Tallahassee, FL. 32399-1600

Note that Bids 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 Bids and attachments shall become the property of the State of Florida exclusively and will not be returned.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

B. QUESTIONS REGARDING THE ITB

Any questions or clarifications regarding this ITB or its specifications are to be submitted, in writing (which may include e-mail), to the Official Contact Person specified in subsection D of this Article II. Any such questions or request for clarification must be received **no later than 5:00 PM EST on September 11, 2013.**

C. KEY ITB DATES

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

Date and Time:	Item/Task:
September 4-18, 2013	Dates on which the ITB is advertised.
September 11, 2013	Deadline for submitting questions relating to this ITB.
September 12, 2013	Date answers to questions will be posted
September 18, 2013, 3:15 PM EST	Deadline for Receipt of Replies
September 18, 2013, 3:30 PM EST	Date, Time and Location for Opening
September 19-20, 2013	Time Period for Evaluation of Replies
September 23-24, 2013	Time Period for Negotiation with Preferred Candidate(s)
September 25, 2013	Estimated date of Notice of Intent to Award.

NOTE: All dates are subject to change in the sole and absolute discretion of the Agency.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

D. OFFICIAL CONTACT PERSON

Inquires and comments about this ITB should be directed to:

Name: Daniel H. Wagnon

Title: Tenant Broker Representative

Company: Cushman & Wakefield of Florida, Inc., and subcontractor, ADW Enterprises, LLC

Address: 253 Pinewood Drive

City/State/Zip: Tallahassee, Florida 32303

Phone: 850-766-2271

E-mail: DANIEL@ADWENTERPRISES.NET

This contact person is the only authorized individual to respond to ITB comments and questions.

E. OFFICIAL CONTACT PERSON - OFFEROR

Each Offeror MUST provide the below contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

F. AMENDMENTS TO THE SOLICITATION DOCUMENTS

The Agency shall post amendments to the ITB at Vendor Bid Systems within the MyFlorida Marketplace website: http://myflorida.com/apps/vbs/vbs_main_menu and by email under the posted solicitation number. For amendments to ITB # 770:0218, each Offeror is responsible for monitoring the website or their email address for new or changing information.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

Agency Contact will be proactive in communicating with proposed Offerors on any changes and pertinent material associated with bid but is not obligated to do so under this solicitation.

G. 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.

H. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 410-1308 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

III. INVITATION TO BID REPLY WRITING GUIDELINES; TERMS OF THE REPLY

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

This Invitation to Bid 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 Bid, please attach the additional response to your Bid and clearly indicate the Section to which the response relates. Each Bid should follow the same general order of contents, described as follows:

1. Bids must completely and accurately respond to all requested information, including the following:
 - i. **Article II, E – provide the contact information of the Offeror.**
 - ii. **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.**
 - iii. **Attachment D – the Disclosure of Ownership form must be completed and returned with the Reply.**
 - iv. **Attachment F – the Energy Performance Analysis instructions must be followed and the appropriate information returned and approved prior to award. N/A**
 - v. **Certification – each Offeror must complete the Certification and provide proof of authority as specified in Article VII.**



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

- vi. **The Employment Eligibility Verification ("E-Verify) instructions must be followed and the appropriate information returned within 30 days of the lease effective date.**
 - vii. **Agency Disclosure and Commissions Agreement – This attachment provides an Agency Disclosure and Commissions Agreement relating to The Tenant Broker as agent for the State. Each Offeror must execute and return a copy of this Agreement with the Reply.**
 - viii. **All Offerors must initial at the bottom of the page.**
2. Control of Property - For a proposal 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 both the building or structure and the proposed parking areas, as well as areas of ingress and egress.
- i. The owner of record of the facility and parking areas - Submit a copy of the deed(s) evidencing clear title to the property proposed.
 - ii. 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.
 - iii. The authorized agent, broker or legal representative of the owner(s) - Submit a copy of the Special Power of Attorney authorizing submission of the proposal.
 - iv. The holder of an option to purchase - Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record, which, if exercised, will result in the proposer's control of the facility prior to the intended date of occupancy.
 - v. The holder of an option to lease the property offered - Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by this state. A copy of the lease agreement between the owner and the lessee must be provided to the department at the time of submitting the response to this ITB.
3. Interior/Space Planning – Each Reply should include a floor plan to scale (Example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein or as otherwise negotiated with the Agency.

B. COST OF DEVELOPING AND SUBMITTING THE BID



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

Neither DMS, nor Agency, will be liable for any of the costs incurred by an Offeror in preparing and submitting a Bid.

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

Neither DMS nor the Agency will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

IV. LEASE TERMS AND CONDITIONS

The following is an outline of required lease terms and conditions your team must submit for review and consideration.

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Agency is seeking approximately 6,700 (+/- 5%) square feet of usable space (as defined below) within the Boundaries (as set forth in **Attachment "B"**). Each Submission should specify the amount of space available and the address of such space.

The type of space required is Conditioned Warehouse Space and will be used for Storage of Equipment along with Marketing, Educational and Administrative Materials for multiple Agency operations statewide.

Offeror must provide the location of the space in a building(s) (the "Proposed Space"), the amount of space available. Any and all references to square feet of the Proposed Space contained in a Reply must be "usable square feet" in accordance with the Standard Method for Measuring Floor Area in Office Buildings (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 a clean, ready to operate space.

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

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

Address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

The Proposed Space is to be made available on November 1, 2013. Should the successful Offeror fail to make the space available by the date specified in the Reply; the Offeror shall be liable to the Agency for liquidated damages in the amount of N/A for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than 90 days, the Agency shall have the right to terminate the lease.

Offeror/Lessor agrees to make the Proposed Space available in accordance with the above Commencement Date (use an X to mark one of the following): YES or NO

C. TERM AND RENEWAL OPTIONS

The term of this requirement will be 60 months from occupancy. The State requires a minimum of two renewal options for 2 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 term and the renewal option periods as specified above (use an X to mark one of the following): YES or NO

D. FULL SERVICE (GROSS) RENTAL RATE

The Offeror/Lessor shall provide the Agency with a Industrial 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.

Provide the proposed Full Service rent for each year of the initial term (as provided in Section C):



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID (“ITB”) FOR LEASED SPACE FORM 4065(B)

Provide the proposed Industrial Full Service rent (or describe a method of determining such a Full Service rent figure) for each year of the option term or terms as specified in Section C above:

E. PERMITTED USE BY THE STATE

The State’s permitted use for the location will include general warehouse/storage purposes as well as appropriate appurtenant uses such as training areas, maintenance areas, 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 _____

F. TENANT IMPROVEMENTS

The State requires a “turn-key” build-out by the Landlord. Therefore, Offeror shall assume all cost risks associated with delivery in accordance with the required space program specifications detailed in **Attachment A**.

Offeror agrees to provide a “turn-key” build-out, if necessary, in accordance with the space program specifications detailed in Attachment “A” following the Agency’s approval of an architectural layout provided by the Offeror/Landlord: (use an X to mark one of the following):

YES _____ or NO _____

G. ENERGY STAR RATING

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

Does this facility meet the standard of an Energy Star Building? (use an X to mark one of the following): YES _____ or NO _____

H. LEASE

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

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 ___

I. ANTENNA ROOF RIGHTS

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

Offeror agrees to the terms of this Section I (use an X to mark one of the following):
YES ___ or NO _____

J. ATTACHMENTS

This ITB contains numerous Attachments each of which is an integral part of this ITB. 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.

Attachment C Lease Agreement – This State Form Lease is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is only a basic standard lease form. Other terms and conditions may be required by the State in order for a lease to be consummated.

Attachment D Disclosure of Ownership – Each Offeror must complete and return this form with the Reply.

Attachment E State Fire Marshal – This attachment provides general directives with regard to the Offeror's compliance with the requirements of the State Fire Marshal.

Attachment F Energy Performance Analysis – This Attachment provides a description of the State's energy requirements for the Proposed Space. N/A



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

Each Offeror should read and understand each Attachment in its entirety prior to completion of the Bid. Additionally, should an Offeror's Proposed Space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Attachments and/or shall be required to complete/provide the information required in any such Attachment. Indicate your review and understanding of the Attachments below.

Offeror acknowledges that he/she has reviewed and understands each of the Attachments to this ITB and the directives contained in this Article IV, Section J (use an X to mark one of the following): YES ____ or NO ____

K. PARKING

Adequate parking for State employees and visitors is mandatory. At the minimum, respondents must make available not less than 1 spaces per 1,000 square feet leased.

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

V. REPLY EVALUATION CRITERIA

- Before award, the Agency reserves the right to seek clarifications, 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.
- In submitting a Bid an Offeror agrees to be bound to the terms contained in that Bid for a minimum of sixty (60) days.

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.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

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. PLEASE NOTARIZE.**

I hereby certify as owner, officer or authorized agent that I have read the ITB 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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

ATTACHMENT A
AGENCY SPECIFICATIONS

A) Non-Conditioned Warehouse

- 4,450 sq ft. +/-
- Two roll up doors 14 ft. height by 12 ft. width.
 - Ceiling clear height of 20 feet
 - Electricity: 110 volt requirement
 - Lighting: Basic overhead lighting.
 - One-rest room (requested if available)
- A built-in mezzanine and stairs to mezzanine level with be required to allow for additional storage so specifications will be based on dimensions of the offered units; please allot an allowance for 25-35% of the space to include such improvements
- The Agency has a three-level metal rack systems in place and relocation from current location would require a moving allowance equal to \$2/sf to be offered by Offeror. Offeror will hold the moving allowance in escrow with written request for funds given by Agency when needed.

B) Conditioned Warehouse

- 2,250 sq ft. +/-
- One roll up door 14 ft high x 12ft wide
 - Ceiling clear height of 20 feet
 - Electricity: 110 volt requirement
 - Lighting: Basic overhead lighting.
 - One rest room (requested if available)
 - Air conditioning regulated at 78 degrees
- A built-in mezzanine and stairs to mezzanine level with be required to allow for additional storage so specifications will be based on dimensions of the offered units; please allot an allowance for 25-35% of the space to include such improvements
- The Agency has a three-level metal rack systems in place and relocation from current location would require a moving allowance equal to \$2/sf to be offered by Offeror. Offeror will hold the moving allowance in escrow with written request for funds given by Agency when needed.



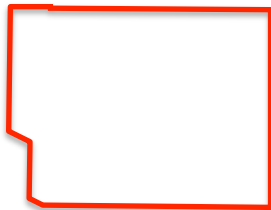
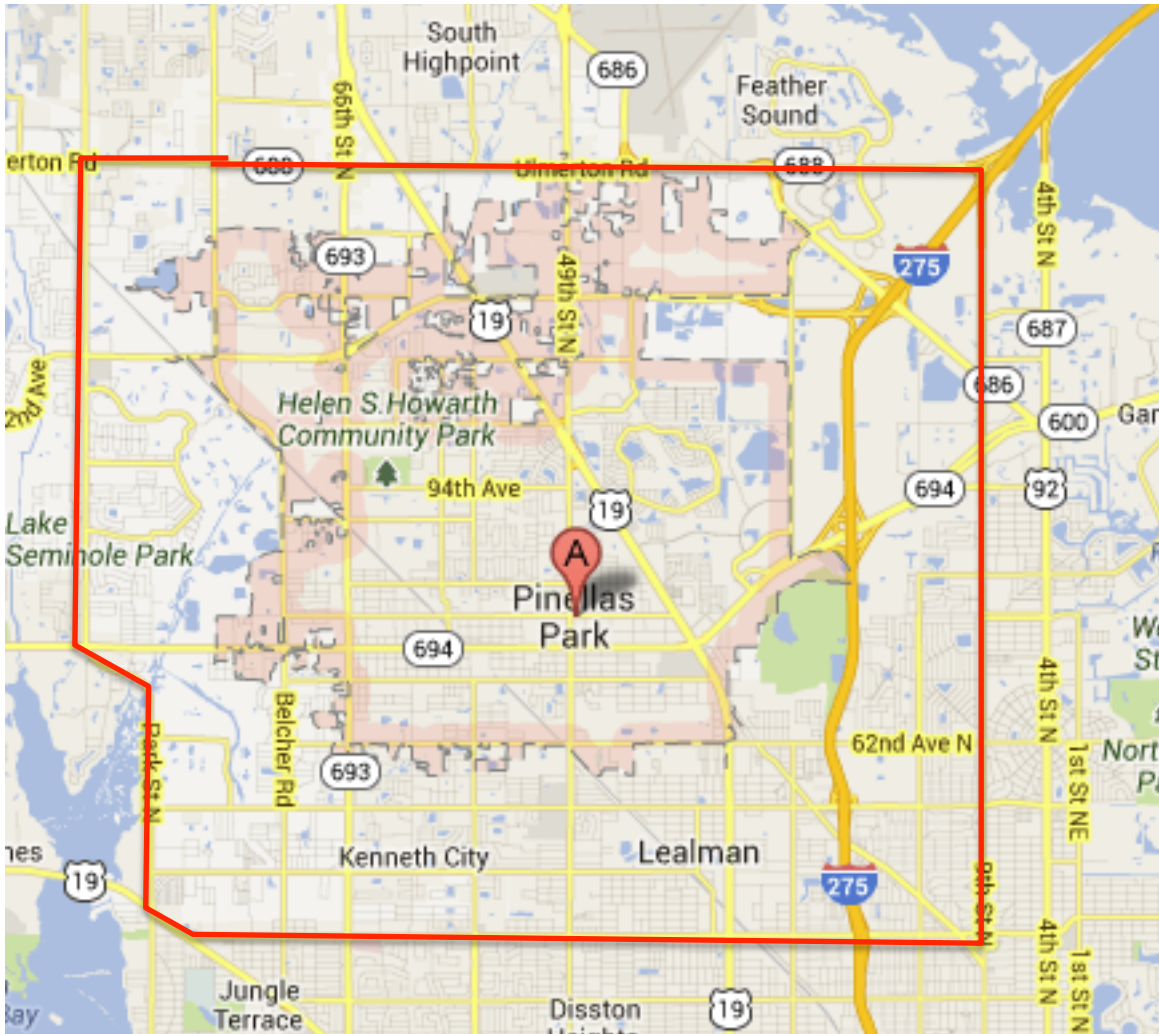
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

{OMITTED}



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO BID ("ITB") FOR LEASED SPACE FORM 4065(B)

ATTACHMENT B
BOUNDARIES



Official Boundary is as outlined in "red" above



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
STANDARD LEASE AGREEMENT FORM 4054

ATTACHMENT C – FOR REVIEW ONLY; NOT TO COMPLETE AS PART OF ITB SUBMITTAL. PLEASE INITIAL BOTTOM OF EACH PAGE SHOWING UNDERSTANDING AND COMPLIANCE WITH LEASE AGREEMENT DETAILS

Lease Number: 770:0218

Lease Commencement: 11/1/2013

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 _____ square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately _____% of the _____ net square feet in the building.

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

Lessor Initial: _____ Page 16 of 42
 Form 4054
 Lessee Initial: _____ Rev. 8/12
 Date

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 _____ years 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.

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

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

Lessee: _____
Lessor Name
Address: _____
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name
Address: _____
Street City State Zip

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		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				

5. Utilities

- A. The Lessor , Lessee , see Addendum _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .
- B. For facilities in which the Lessee occupies a metered, aggregate area of 5,000 net square feet or more AND

UTILITIES ARE PAID BY LESSOR, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- 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 25 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.

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.
- 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.

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 approval of this Lease. 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. Chapter 404.056(5), *Florida Statutes* (2012) 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.

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. Wavier 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 Lessor shall not be deemed as any manner of trespass and thereupon any remedy which might otherwise be used by 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.

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):

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this ____ day of _____, 20____.

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	___ / ___ / ___ 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	___ / ___ / ___ 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	___ / ___ / ___ Date
X _____ Office of General Counsel	_____ Printed Name	___ / ___ / ___ Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES

ADDENDUM NUMBER: _____

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 \$N/A 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	Lessor
(x) _____	(x) _____
Lessee Signature	Lessor Signature
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES FORM 4054D

ADDENDUM: NOT APPLICABLE TO THIS LEASE

LEASE NUMBER: _____

The lessor agrees to furnish janitorial and cleaning services as part of this lease 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.

Cleaning of the facility shall be accomplished in accord with the following schedule:

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY:	Clean and sanitize. Replenish supply of disposable cups (if applicable).



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES FORM 4054D

FURNISHINGS	
AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. 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.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY:	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.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	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.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES FORM 4054D

MAINTENANCE SERVICES

In reference to Articles 6 and 9 of the Lease Agreement FM4054:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every five years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after-hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

 Lessee

 Lessor

(x) _____
 Lessee Signature

(x) _____
 Lessor Signature

 Name/Title

 Name/Title

 Date

 Date

(SEAL)



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE OF OWNERSHIP STATEMENT FORM 4114

ATTACHMENT D

Lease Number: _____

Purpose

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

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

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)

c. Name of titleholder: _____

Titleholder FEIN or SSN: _____

Name of facility: _____

Facility street address: _____

Facility city, state, zip code: _____

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes No

If "Yes," please proceed to section 4.

- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes No

If "Yes," please proceed to 2.c.

- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes No

If "Yes," please proceed to 2.d.

- d. Is the facility listed above financed with any type of local government obligations? Yes No

If "Yes," please stop and immediately contact your state leasing representative.

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE OF OWNERSHIP STATEMENT FORM 4114

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

4. Signatures

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

a. Publicly Owned Facilities

Signature:

Name:

Government Entity:

Date:

b. Private Individually-held Facilities

Signature:

Name:

Date:

Signature:

Name:

Date:

c. Entity-held Facilities

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

Signature:

Name:

Date:

ATTACHMENT E

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 633.085 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/>)**

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, furs, 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, furs, 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 F 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).

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS

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



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

3. TYPE OF SUBMITTAL	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):	



ATTACHMENT F – WILL BE COMPLETED BY AGENCY

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

ADDENDUM _____

Overview

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 5,000 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
 - 2) the Energy Star Target Finder software, which is available at:
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
 - the expected annual energy consumption developed with a computer-based simulation
 - e. 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 pursuant to Section 255.254(1), Florida Statutes at the address listed here:

DMS EPA Review

4050 Esplanade Way, Suite 335

Tallahassee, Florida 32399-0950

(850) 488-1817



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

ADDENDUM: _____

LEASE NUMBER: _____

Pursuant to Executive Order #11-02 (as Superceded 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 .

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 ninety 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	Lessor
(x) _____ Lessee Signature	(x) _____ Lessor Signature
Name/Title	Name/Title
Date	Date GFG