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# STATE OF FLORIDA INVITATION TO NEGOTIATE (ITN) 710:0268

# FLORIDA DEPARTMENT OF LAW ENFORCEMENT 84,000 – 90,000 SF Escambia or Santa Rosa COUNTY, Florida

- 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 DESIGN CRITERIA (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: <a href="http://myflorida.com/apps/vbs/vbs\_www.main\_menu">http://myflorida.com/apps/vbs/vbs\_www.main\_menu</a>

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



# FLORIDA DEPARTMENT OF LAW ENFORCEMENT INVITATION TO NEGOTIATE (ITN) 710:0268 Option 1 Scenario - Submittal Cover Page

Offeror Name:	Title:
Company:	E-mail:
Address:	City/State/Zip:
Phone:	Fax:
Address of the Proposed Space is:	
Square feet offered in the Proposed Space is:	

## Twenty Year Base Term with 4/5-year renewals 84,000 to 90,000 SF

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section IV.

Initial Lease Term	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$
Year 8	\$	\$
Year 9	\$	\$
Year 10	\$	\$
Year 11	\$	\$
Year 12	\$	\$
Year 13	\$	\$
Year 14	\$	\$
Year 15	\$	\$
Year 16	\$	\$
Year 17	\$	\$
Year 18	\$	\$
Year 19	\$	\$
Year 20	\$	\$

Offerors must submit proposals for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the offer will not be evaluated.

ITN 710:0268 Page 2 of 148 Lease Effective Date: 10/01/2022



# FLORIDA DEPARTMENT OF LAW ENFORCEMENT INVITATION TO NEGOTIATE (ITN) 710:0268 Option 1 Renewals - Submittal Cover Page

Offeror Name:	Title:	
Address of the Proposed Space is:		

### Twenty Year Base Term with 4/5-year renewals 84,000 to 90,000 SF

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section IV.

Option Renewal Term 1	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Option Renewal Term 2	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
rear 5	7	7
Option Renewal Term 3	Rate Per Square Foot	Total Annual Rental
	Rate Per Square Foot	•
Option Renewal Term 3	Rate Per Square Foot	Total Annual Rental
Option Renewal Term 3 Year 1	Rate Per Square Foot	Total Annual Rental
Option Renewal Term 3 Year 1 Year 2	Rate Per Square Foot \$ \$	Total Annual Rental \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3	Rate Per Square Foot  \$ \$ \$	Total Annual Rental \$ \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4	Rate Per Square Foot  \$ \$ \$ \$ \$	Total Annual Rental \$ \$ \$ \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5	Rate Per Square Foot  \$ \$ \$ \$ \$ \$	Total Annual Rental  \$ \$ \$ \$ \$ \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5 Option Renewal Term 4	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ Rate Per Square Foot	Total Annual Rental  \$ \$ \$ \$ \$ \$ Total Annual Rental
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5 Option Renewal Term 4 Year 1	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ Rate Per Square Foot  \$ \$ \$ \$ \$	Total Annual Rental  \$ \$ \$ \$ \$ \$ Total Annual Rental  \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5 Option Renewal Term 4 Year 1 Year 2	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ Rate Per Square Foot  \$ \$	Total Annual Rental  \$ \$ \$ \$ \$ \$ Total Annual Rental  \$ \$ \$ \$ \$ Total Annual Rental  \$

Offerors must submit proposals for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the offer will not be evaluated.



# FLORIDA DEPARTMENT OF LAW ENFORCEMENT INVITATION TO NEGOTIATE (ITN) 710:0268 Option 2 Scenario - Submittal Cover Page

Offeror Name:	Title:
Company:	E-mail:
Address:	City/State/Zip:
Phone:	Fax:
Address of the Proposed Space is:	
Square feet offered in the Proposed Space is	:

## Twenty Five Year Base Term with 4/5-year renewals 84,000 to 90,000 SF

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section IV.

Initial Lease Term	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$
Year 8	\$	\$
Year 9	\$	\$
Year 10	\$	\$
Year 11	\$	\$
Year 12	\$	\$
Year 13	\$	\$
Year 14	\$	\$
Year 15	\$	\$
Year 16	\$	\$
Year 17	\$	\$
Year 18	\$	\$
Year 19	\$	\$
Year 20	\$	\$
Year 21	\$	\$
Year 22	\$	\$
Year 23	\$	\$
Year 24	\$	\$
Year 25	\$	\$

Offerors must submit proposals for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the offer will not be evaluated.

<u>ITN 710:0268</u> Page 4 of 148 Lease Effective Date: 10/01/2022



# FLORIDA DEPARTMENT OF LAW ENFORCEMENT INVITATION TO NEGOTIATE (ITN) 710:0268 Option 2 Renewals - Submittal Cover Page

Offeror Name:	Title:	
Address of the Proposed Space is:		

## Twenty Five Year Base Term with 4/5-year renewals 84,000 to 90,000 SF

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section IV.

Option Renewal Term 1	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Option Renewal Term 2	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
10015	7	7
Option Renewal Term 3	Rate Per Square Foot	Total Annual Rental
		•
Option Renewal Term 3	Rate Per Square Foot \$ \$	Total Annual Rental
Option Renewal Term 3 Year 1	Rate Per Square Foot	Total Annual Rental
Option Renewal Term 3 Year 1 Year 2	Rate Per Square Foot \$ \$	Total Annual Rental \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3	Rate Per Square Foot  \$ \$ \$	Total Annual Rental \$ \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4	Rate Per Square Foot  \$ \$ \$ \$	Total Annual Rental  \$ \$ \$ \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ \$ Rate Per Square Foot \$	Total Annual Rental  \$ \$ \$ \$ \$ \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5 Option Renewal Term 4	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ Rate Per Square Foot	Total Annual Rental  \$ \$ \$ \$ \$ Total Annual Rental
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5 Option Renewal Term 4 Year 1	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ \$ Rate Per Square Foot \$	Total Annual Rental \$ \$ \$ \$ \$ \$ Total Annual Rental \$
Option Renewal Term 3 Year 1 Year 2 Year 3 Year 4 Year 5 Option Renewal Term 4 Year 1 Year 2	Rate Per Square Foot  \$ \$ \$ \$ \$ \$ Rate Per Square Foot  \$ \$	Total Annual Rental  \$ \$ \$ \$ \$ \$ Total Annual Rental  \$ \$ \$ Total Annual Rental  \$

Offerors must submit proposals for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the offer will not be evaluated.

#### I. Introduction and Overview

The Florida Department of Law Enforcement (hereinafter referred to as "FDLE" or the "Agency"), requests your participation in a space search in <u>Escambia County and Santa Rosa County</u>, Florida [refer to detailed boundaries as specified in <u>Attachment B</u>]. The FDLE is seeking detailed and competitive proposals to provide a <u>standalone single tenant facility built-out</u> for a secure law enforcement and forensic services facility 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 Design Criteria detailing the build-out requirements. The FDLE has authorized <u>Savills Occupier Services</u> (Tenant Broker Representative) to be its exclusive representative during this solicitation for space.

Competitive proposals may be submitted for consideration under this Invitation to Negotiate (ITN) for the lease of a <u>standalone single tenant</u> secure law enforcement and forensic services facility in either an **existing** building or a **non-existing** (build-to-suit/turnkey) building. **NOTE:** All buildings must comply with the Americans with Disabilities Act (ADA) as stated in Attachment A, Agency Design Criteria.

**OPTION 1 - an 'existing' building**: To be considered an 'existing' building, the facility offered must be enclosed with a roof system and exterior walls must be in place at the time of the submittal of the Reply.

**OPTION 2 - a 'non-existing' building**: Offeror agrees to construct a building as a 'build-to-suit' (turnkey) for lease to FDLE.

All Offerors' responses to this <u>Invitation to Negotiate Number 710:0268</u> (hereinafter referred to as an "Offer" or "Offers", "Reply" or "Replies") must be received by the date required in Article II, Section A, in written/typed form. The Reply must be sent, within the timeframes provided herein, to the Agency at the address specified in Article II of this Invitation to Negotiate.

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.

#### **ITN DEFINITIONS**

**Agency:** Refers to the Florida Department of Law Enforcement (hereinafter referred to as "FDLE", "Agency" or the "Department"), which is issuing this Invitation to Negotiate (ITN), or its successor in interest.

**Boundary:** The precise geographic area defined by lines, streets, or roads, denoting the area for the acceptable location of a site/facility. To be considered within the specified given boundaries, the site or facility must be located within or abuts the defined lines of demarcation. (Attachment B)

**Business Day:** Working days occurring Monday through Friday, except legal holidays observed by the State of Florida. The terms "working days" and "business days" may be used interchangeably.

**Certificate of Occupancy:** The certificate issued by the appropriate official from the jurisdiction or jurisdictions where the offered property or facility is located, which signifies that the building or structure has met all construction requirements of such jurisdiction, and that the structure or facility may be occupied by people.

**Certified Minority Business Enterprise (CMBE):** A business which has been certified as a minority business, by the Office of Supplier Diversity, Department of Management Services.

ITN 710:0268 Page 6 of 148 Lease Effective Date: 10/01/2022

**Common Area:** Any area of a building whose use is shared by other tenants. Examples include primary lobby, restrooms, primary (entrance) corridors, etc.

**Date of Occupancy:** The date following the issuance of any applicable certificate of occupancy when a building or facility has been inspected and is accepted by the Department.

Day: One calendar day.

**Disclosure Statement:** A statement listing the names, addresses, occupations and percentage of ownership for any individual(s) who hold(s) 4% or more interest in the property or entity holding title to the property being leased to the State. (Attachment D)

**Energy Performance Index:** A number describing the energy limits of a facility per square foot of floor area per year stated in BTU consumption per square foot per year. (Attachment F)

**Energy Star:** Is a joint program of the U.S. Environmental Protection Department and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices.

**Existing Building/Facility:** To be considered existing, the proposed space shall be enclosed with a roof system and exterior walls in place.

**Foot-candle:** The illumination of a surface one foot distance from a source of one candle, equal to one lumen per square foot. For purposes of this ITN, foot-candles shall be measured using a General Electric Type 214 Light Meter or its equal to be supplied by the Offeror.

**Full Service Lease:** Services to be provided by the Offeror, include all utilities, water, interior and exterior maintenance, recycling services, garbage disposal, janitorial services and supplies as specified in (Attachment C, Addendum A). Taxes and insurance shall be the responsibility of the Offeror. The Offeror shall be responsible for all build-outs and clean ups. Offeror shall deliver the completed space as specified by the within the proposal submittal form.

**Invitation to Negotiate: (ITN):** The ITN consists of the package of documents by which the Department seeks to lease real property to meets its needs. This consists of a group of documents provided to each interested party, including:

- A. Cover sheet entitled Invitation to Negotiate.
- B. Instructions and Information.
- C. ITN document.
- D. Attachments to the ITN package.
- E. Any written amendments to this ITN, submitted in writing to the Issuing Officer as date specified.

**Lease**: The Department of Management Services Lease contract entered into by a Department and the successful Offeror to this ITN. The lease shall incorporate, among other provisions, the contents of this ITN and the successful Offeror's response to this ITN, except as specifically provided to the contrary in the lease document and which gives the Department a current possessor interest in the building or facility. The terms "lease" and "contract" may be used interchangeably.

**Lessee**: A person who acquires the right of possession and use of premises under a lease.

**Lessor**: A person who transfers the right of possession and use of premises under a lease.

ITN 710:0268 Page 7 of 148 Lease Effective Date: 10/01/2022

**Market Rate**: Average rate of similar properties and services associated with those properties in a defined geographic region as defined by the engaged tenant brokers Independent Market Analysis.

**MyFloridaMarketPlace (MFMP)**: To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each successful vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1030(3), F.A.C., in order to be paid. If the vendor is already registered in MyFloridaMarketPlace the vendor may include a signed Certification of Registration. Vendors who are not subject to registration requirements should include proof of exemption by Rule from registration. Failure to exclude either proof of registration or exemption will not prevent the evaluation of the Offer; however, such failure must be remedied prior to execution of a contract, if any. (Attachment G)

**Offer or Offers**: Shall be the Offeror's response to the Invitation to Negotiate.

Offeree: The Department who will acquire the right to possession and use of premises under a lease.

**Offeror**: 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.

**Owner of Record**: Individual(s) or Entity listed as owner on recorded deed. Recorded Deed shall show Clerk of the Courts Book and Page Numbers.

**Proposal**: All materials submitted by an Offeror in response to this ITN.

**Prospective Offeror**: Any firm or person who submits a Reply to the Department in response to this ITN.

**Renewal Rent**: The total rent over the renewal options of the lease.

**Rent**: The total rent over the base term of the lease.

**Reply or Replies**: Shall be the Offeror's response to the Invitation to Negotiate.

**Responsive Proposal**: A proposal, which conforms in all material respects to this ITN.

**Standard Lease Agreement**: Lease Form Number 4054 on which leases for real property are written.

**State**: The State of Florida and its departments, boards and commissions, officers and employees.

**Subcontractor**: Any person other than an employee of the Offeror who performs any of the services listed within this ITN for compensation.

**Engaged Tenant Broker**: Contractor engaged pursuant to section 255.25 (3)(g),F.S., by the Department/Agency to work on its behalf to locate, negotiate and consummate a lease for requested space.

**UPS**: Un-interruptible power supply.

**Workstation/Cubicle**: Each program has different needs for workstations. Please be sure to understand what type, size and specifications each area of build out requires. The agency will only accept "New" manufactured cubicle workstations. "Reconditioned or Refurbished" cubicle workstations will not be accepted.

Throughout this ITN, the singular may be read as plural and the plural as singular. Gender is intended to be neutral.

ITN 710:0268 Page 8 of 148 Lease Effective Date: 10/01/2022

#### II. ITN Instructions and General Information

#### A. ITN REPLIES

Complete written Replies must be received at the below address no later than <u>2:00 PM (EDT) on</u>

November 19, 2019 in order to be considered. Submissions must include:

- The original and two copies of the Reply;
- One (1) electronic copies (on thumb-drives in PDF format)
- Submission must be in a sealed envelope (or other sealed/suitable package)
- The referenced **ITN** (**ITN Number 710:0268**) must be clearly marked on the outside of the sealed envelope.

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

Florida Department of Law Enforcement
ATTN: Teri Jenkins
813B Lake Bradford Road
P.O. Box 1489
Tallahassee, Florida 32304
(850) 410-7300
HAND DELIVERIES:

Florida Department of Law Enforcement
ATTN: Teri Jenkins
Robert R. Dempsey Building
2331 Phillips Road - Tallahassee, Florida 32308

Replies which are late, unsealed, missing, and Replies which are deemed by the Agency (in FDLE's sole discretion), to be substantially incomplete, inaccurate, vague, or illegible may be deemed non-responsive. Once received, all Replies and attachments shall become the property of the State of Florida exclusively and will not be returned unless the Agency grants a withdrawal pursuant to Request of Withdraw an Offer.

Replies will be opened at <u>2:30 PM (EDT) on November 19, 2019</u> at the address referenced in Article II, Section C, Key Invitation to Negotiate Dates.

#### **B. QUESTIONS REGARDING THE ITN**

Any questions or clarifications regarding this ITN or its specifications must be submitted, in writing (which may include e-mail), to the Agency's Official Contacts specified in **Section II D**. below. Any such questions or request for clarification must be received no later than **2:00 PM (EDT)** on **October 2, 2019**. Answers to questions will be posted on **October 21, 2019** on the Vendor Bid System (VBS) web site at: <a href="http://myflorida.com/apps/vbs/vbs www.main\_menu">http://myflorida.com/apps/vbs/vbs www.main\_menu</a>.

No facsimiles or telephone calls will be accepted for any reason. A Pre-bid Conference for this ITN will be held at the time and date specified in the Schedule of Events and Deadlines set forth in Article II, Section C below.

A Pre-bid Conference is to review the ITN with interested Offerors so that areas of misunderstanding or ambiguity are clarified. The Agency <u>strongly encourages but does not require</u> that all prospective Offerors participate in the Pre-bid Conference, during which Offerors may pose questions. Attendance may be either in person or via teleconference. Prospective offerors will have the ability to request an appointment to review the 100% construction documents and project manual. The project manual consists of two volumes with approximately 800 pages. The construction plans are approximately 245 sheets. The project manuals or the construction documents may not be copied or photographed. The review will be held at the FDLE Headquarters facility in Tallahassee, by appointment only. See Article II, Section C, Key ITN Dates, below for further instructions.

ITN 710:0268 Page 9 of 148 Lease Effective Date: 10/01/2022

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: <a href="http://myflorida.com/apps/vbs/vbs">http://myflorida.com/apps/vbs/vbs</a> 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	Time	Schedule of
08-19-2019	5:00pm	Date on which the ITN will be advertised in the Vendor Bid System.
09-18-2019***	2:00pm	*Pre-Bid Conference, see <b>Section "B</b> " above. <u>Dial-up Teleconference</u> : 1-888-585-9008; <b>Conference Room Number</b> : 222-287-765 then <b>#</b> and follow prompts
09-19-2019 & 09-20-2019		Review of 100% construction documents, by appointment only by emailing <a href="mailto:JThornbury@savills.us">JThornbury@savills.us</a>
10-2-2019	2:00pm	Deadline for submitting questions, in writing, relating to this ITN (Refer to Article II, Section B)  No further questions accepted after this date.
10-21-2019	4:00pm	Date responses to written questions received relating to this ITN will be posted.
11-19-2019	2:00pm	<b>Deadline for Receipt of Replies</b> . (Refer to Article II, Section A)  EXCEPTIONS AND/OR LATE REPLIES WILL NOT BE CONSIDERED
11-19-2019***	2:30pm	*Opening of Replies/Offers Florida Department of Law Enforcement Robert R. Dempsey Building 2331 Phillips Road Tallahassee, FL 32308
11-20-2019 to	9:30 am	Time period for evaluation of Replies /
12-6-2019	5:00pm	Agency's Evaluators Tour of Selected Offered Facilities or Sites.
12-11-2019 to 01-31-2020	9:00am 5:00pm	Estimated time period for negotiation with preferred Offeror(s).
01-28-2020	2:00pm	* Meeting of Negotiation Team to Develop Recommendations for Award.
03-16-2020	3:00pm	Estimated Notice of Intent of Award on Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_www.main_menu
10-01-2022	7:00am	Anticipated Lease Start Date.

<sup>\*</sup>All Offerors are hereby notified that the meetings noted with an asterisk (\*) above are open to the public and may be electronically recorded by any member of the audience. Although the public is invited no comments and/or questions will be taken from Offerors or other members of the public (except for comments and questions of the potential Offerors at the Pre-bid Conference).

ITN 710:0268 Page 10 of 148 Lease Effective Date: 10/01/2022

<sup>\*\*</sup>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. 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. All times for this solicitation are Eastern Standard Time.

<sup>\*\*\*</sup>NOTE: All meetings will be held at FDLE's Headquarter Facility located at 2331 Phillips Road, Tallahassee, FL 32308. The FDLE Headquarters is a secure facility and takes additional time to gain access. Please allow additional time to gain entrance or notification of authorized personal.

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

Questions relating to this ITN must be directed *in writing only* to the below-listed individuals: All communication relating to this ITN should include the reference: ITN 710:0268 in the SUBJECT line.

Name:	Jerry Thornbury or Mike Griffin	
Title:	Tenant Broker Representative	
Address:	Savills Occi	upier Services
E-mail:	E-mail:	JThornbury@savills.us MGriffin@savills.us
Phone:	Phone:	813-498-0234

The above listed contact persons are the only authorized individuals to respond to the ITN comments and questions.

Ε.	OFFICIAL CONTACT PERSON – OFFEROR	

Each Offeror must provide the	below contact information:
Name:	
Address:	
City/State/Zip:	
Telephone: (Office)	Cell)
Fax:	F-mail:

THIS SPACE INTENTIONALLY LEFT BLANK

#### 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. 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 Article II, Section A above. All other terms and conditions required by this ITN are applicable for each submittal.

#### H. 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.

#### I. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at FDLE's Leasing Office because of a disability should call <u>Teri Jenkins</u>, <u>(850)</u> <u>410-7300</u>, 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.

#### J. CLARIFICATIONS

Before award, FDLE reserves the right to seek clarifications, to request Offer revisions, and to request any information deemed necessary for proper evaluation of Offers. Offerors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. FDLE 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 Offer. Failure to provide requested information may result in rejection of the Offer.

#### K. RECEIPT OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES

- **Receipt Statement.** Offers not received at either the specified place, or by the specified date and time, or both, will be rejected and returned to the Offeror by FDLE. FDLE will retain one unopened original for use in the event of a dispute.
- **Binding Replies.** By submitting an Offer, each Offeror agrees that its offer shall remain a valid offer for at least 180 days after the Reply opening date and that, in the event the lease award is delayed by appeal or protest, such 180 **day** period is extended until entry of a final order in response to such appeal or protest. The issuance of an award by FDLE to one Offeror does not affect the other Offerors' obligations to keep their offers valid for 180 days. With the consent of the Offeror, FDLE may issue an award to the Offeror after the 180 day period has passed, if circumstances so warrant. Absent consent by FDLE, an Offeror may not withdraw an offer after an award has been made to the Offeror.

ITN 710:0268 Page 12 of 148 Lease Effective Date: 10/01/2022

- Right to Negotiate Different Terms and Related Price Adjustments. FDLE/Tenant Broker Representative reserves the right to negotiate different terms and related price adjustments if FDLE determines that it is in the State's best interest to do so.
- Waiver of Minor Irregularities. FDLE reserves the right to waive minor irregularities when in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price provided in the Reply or give the Offeror a substantial advantage over other Offerors, and thereby does not restrict or stifle competition or adversely impact the interest of FDLE. At its option, FDLE may correct minor irregularities but is under no obligation to do so. In doing so, FDLE may request an Offeror to provide, and at the request of FDLE the Offeror may provide to FDLE, clarifying information or additional materials to correct the irregularity. However, FDLE will not request and an Offeror may not provide FDLE with additional materials that affect the price of the Offer, or give the Offeror an advantage or benefit not enjoyed by other Offerors.
- Request to Withdraw an Offer. A written request to withdraw an offer, signed by the Offeror, may be considered if received by FDLE within 72 hours after the Reply opening time and date. A request received in accordance with this provision may be granted by FDLE upon proof of the impossibility to perform based upon an obvious error on the part of the Offeror.

#### L. REJECTION OF ALL REPLIES

FDLE reserves the right to reject all Replies at any time, including after an award is made when to do so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Offeror.

#### M. WITHDRAWAL OF ITN

FDLE reserves the right to withdraw the ITN at any time, including after an award is made when to do so would be in the best interest of the State, and by doing so assumes no liability to any Offeror.

#### N. RESERVED RIGHTS AFTER NOTICE OF AWARD

FDLE reserves the right to schedule additional negotiation sessions with Offerors identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with those Offerors. FDLE reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Offeror at any time prior to execution of a contract.

#### O. PUBLIC RECORDS

All electronic and written communications pertaining to this ITN, whether sent from or received by FDLE, is subject to the Florida public records laws. Sealed Replies received by FDLE pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the Florida Constitution until such time as FDLE provides notice of an intended decision or until 30 days after opening final Replies. Such records shall be maintained for a period of at least three years after the expiration of the lease at no cost to the Agency. The Agency may unilaterally cancel any lease resulting from this ITN for the Offeror's refusal to allow access to public records.

If an Offeror considers any portion of the materials submitted in its Reply to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, the Offeror must mark the document as "Confidential" and simultaneously provide FDLE with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain FDLE's solicitation name, number, and the Offeror's name on the cover and shall be clearly titled "Redacted Copy." The

ITN 710:0268 Page 13 of 148 Lease Effective Date: 10/01/2022

Redacted Copy should only redact those portions of material that the Offeror claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or other authority.

It is the Offeror's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. The Offeror shall be responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Reply, the Offeror agrees to protect, defend, and indemnify FDLE for any and all claims arising from or relating to the Offeror's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Offeror fails to submit a redacted copy of information it claims is confidential, FDLE is authorized to produce all materials submitted in answer to a public records request for these records.

#### P. FAMILIARITY WITH LAWS

The Offeror is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect this project. Lack of knowledge by the Offeror shall in no way allow relief from responsibility. All costs associated with compliance shall be borne by the Offeror. FDLE shall exercise due care in response to questions concerning matters of law, but if in error, shall not be stopped from asserting the correct principles of law.

#### Q. LEGAL REQUIREMENTS

Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations or rules shall govern the development, submittal and evaluation of all proposals received in response hereto. Florida law, excluding Florida's provisions on conflict of laws, shall govern any and all claims and disputes, which may arise between persons submitting an Offer hereto and FDLE. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Offeror shall not constitute a cognizable defense against their effect.

#### R. VENUE

The validity, interpretation and performance of the lease shall be controlled by and construed under the laws of the State of Florida. Any and all litigation arising under the lease must be instituted in the appropriate court in Leon County, Florida.

#### S. WAIVER

The failure of any party to the lease resulting from this ITN to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of the lease shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

#### T. LOBBYING AND INTEGRITY

FDLE shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Offeror shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of FDLE's Inspector General, or other authorized State official, the Offeror shall provide any type of information the Inspector General deems relevant to the

ITN 710:0268 Page 14 of 148 Lease Effective Date: 10/01/2022

Offeror's integrity or responsibility. Such information may include, but shall not be limited to, the Offeror's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Offeror shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm).

The Offeror agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Offeror's compliance with the terms of this or any other agreement between the Offeror and the State which results in the suspension or debarment of the Offeror. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Offeror shall not be responsible for any costs of investigations that do not result in the Offeror's suspension or debarment.

#### U. INDEMNIFICATION

The Offeror shall act as an independent contractor and not as an employee of FDLE in the performance of the tasks and duties which are subject of the lease. The Offeror shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the FDLE, the State of Florida, its officers and employees, harmless from all claims, suits, judgments or damages (including litigation costs and reasonable attorney's fees) arising from the Offeror's performance of the tasks and duties which are subject of the lease whether accomplished by subcontractor or not, including;

- 1. Obtaining consent of any nature whatsoever;
- 2. Any and all claims arising from contracts between the Offeror and other parties made pursuant to the lease.
- 3. Actions resulting from hidden defects in the property which a reasonable inspection of the premises did not reveal.

#### **V. SUBCONTRACTING**

The Offeror may enter into written subcontracts for performance of work under the lease but only with prior written approval of the FDLE. The FDLE shall have the continuing right throughout the term of any lease resulting from this ITN to disapprove subcontractors if such disapproval would be in the best interest of the FDLE. The FDLE shall have the right to inspect and acquire copies of any of the documents executed between the Offeror and the subcontractor. No subcontract, which the Offeror enters into with respect to performance under the lease, shall in any way relieve the Offeror of any responsibility for performance of duties required by law or required in any lease resulting from this ITN.

#### W. UNAUTHORIZED ALIENS

Notice to the Offeror: The FDLE shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A € of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of the lease without penalty. That unauthorized aliens shall not be employed by the contractor. The FDLE shall consider the employment of unauthorized aliens a violation of section 274A€ of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Agency. Pursuant to Executive Order #11-02 (as superseded by 11-116), the successful offeror will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

ITN 710:0268 Page 15 of 148 Lease Effective Date: 10/01/2022

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

Failure to follow the required format and to provide the information and affirmations required in Article III may result in a Reply being deemed non-responsive.

#### A. CONTENT 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. Control of Property

For a Reply to be considered responsive, it must demonstrate control of: (1) the real property (land); (2) the proposed building(s) or structure(s); and (3) the proposed parking area(s). Control of parking includes the area(s) of ingress and egress to both the real property and the building(s). Control of the Property is demonstrated by complying with Article III, Section A.1. of the ITN.

- (A) Control of Property (Applicable for Offers for Existing and/or Non-Existing Buildings)

  For a Reply to be responsive, it must be submitted by one of the entities listed below, and the Reply must include supporting documentation proving control of the property proposed. The owner of record of the facility(s) and parking area(s) Submit a copy of the deed(s) evidencing clear title to the property proposed.
  - The owner of record of the facility(s) and parking area(s) Submit a copy of the deed(s) evidencing clear title to the property proposed.
  - 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.
  - The authorized agent, broker or legal representative of the owner(s) Submit a copy of the Special Power of Attorney authorizing submission of the proposal.
  - The holder of an option to purchase Submit documentation of a valid option to purchase the facility(s), real property (land) and/or parking area(s) from the owner of record which, if exercised, will result in the proposer's control of the property if selected for negotiations. Failure to provide proof of ownership of the proposed property within <a href="sixty">sixty</a> (60) days of notice of award shall render the award null and void.
  - 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 FDLE at the time of submitting the Reply.

Offeror/Lessor understands the requirements as	identifie	ed in this Artic	le III, Sections A.	1.
(A) - Control of Property, for Offers for 'existing'	and for	'non-existing'	properties, and	
agree to comply. (Initial one of the following):	YES	NO	_	

#### (B) Performance Bond - Required for Non-Existing (Build-To-Suit) Offers

Within <u>sixty (60) business days</u> of the notification of award to an Offeror of a non-existing/build-to-suit space, the Offeror shall submit a performance bond in the amount of 100% of the value of the construction costs/tenant improvements required to complete the project. The tenant

ITN 710:0268 Page 16 of 148 Lease Effective Date: 10/01/2022

improvements cost shall be documented by an itemized construction cost detail worksheet for the project which has been prepared, dated and certified by the Offeror.

Failure by the awarded Offeror to provide the required performance bond and specified itemized construction cost detail documentation within the time designated shall cause the Agency to withdraw the Award.

The Performance Bond must be renewed, as/if needed, until a lease agreement is consummated and the Offeror provides a 'Certificate of Occupancy'. The cost of the Performance Bond shall be borne by the Offeror. It is expressly understood that a final and fully executed lease will not be delivered to the Offeror (Lessor) until the Performance Bond meets the satisfaction of the Agency (Lessee).

To be acceptable to the State the Performance Bond shall comply with the following provisions:

- 1. The Security Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Office of Insurance Regulations, authorizing it to write performance bonds in the state.
- The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- 3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- 4. The Surety Company shall have a least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to negotiate is issued.
- 5. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

	Policy	Required
Contract Amount (S)	Holder's Rating	Financial Rating
0 To 1,000,000	A-	CLASS I
1,000,000 To 2,000,000	A-	CLASS II
2,000,000 To 5,000,000	A-	CLASS III
5,000,000 To 10,000,000	A-	CLASS IV
10,000,000 To 25,000,000	A-	CLASS V
25,000,000 To 50,000,000	A-	CLASS VI
50,000,000 To 100,000,000	A-	CLASS VII

Further, the Surety Company shall not expose itself to loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

- (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk. The 10% maximum exposure requirement shall not apply to the reinsuring carrier provided authorization by the Florida Office of Insurance Regulation to do business in this state has been obtained.
- (b) The amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall also be deducted in determining the limitation of the risk.

ITN 710:0268 Page 17 of 148 Lease Effective Date: 10/01/2022

Only the Awarded Offeror for a non-existing (build-to-suit) proposal is required to provide the specified Performance Bond.

Offeror agrees to the requirement to provide a Performance Bond and itemized construction cost detail worksheet, if awarded the ITN, for the project as specified above. (Initial one of the following)

YES	or	NO	

#### 2. Space Planning, Architectural Renderings, Scaled Floor Plans:

The awarded Offeror may subcontract with the architectural and consulting firm(s) of the awarded Offeror's choosing. However, to the extent that this information may assist Offerors in providing the best value to the state, it is disclosed that the firm of Jeff Rolland (Rolland Architecture, P.A.) developed the existing overall space design for the FDLE Pensacola Regional Operations Center. If the awarded Offeror chooses to use the services of Rolland Architecture, P.A., the associated 100% Construction documents and the associated Project Manual will be released to Offeror(s) that are selected for Negotiations or Award.

#### (A) Offers for Existing Buildings

For offers for an <u>existing building</u>, each Reply shall include architectural floor plans and details as specified below for the proposed building:

- A floor plan to scale (Example: 1/4" = 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.
- A proposed site plan showing the parking lot and the footprint of the building.
- 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. For non-existing buildings, an architect's rendering showing exterior design, construction materials, and color of the proposed facility.

#### (B) Offers for Non-Existing (build-to-suit) Buildings

For offers for a <u>non-existing building</u>, each Reply shall include architectural floor plans and details as specified below for the proposed building:

- A proposed site plan showing the parking lot and the footprint of the building.
- The plans shall show a rendering of elevations and cross-sections of the building; and,
- The plans shall indicate a rendering of exterior design, construction materials(s) and colors of the building.
- At the time of negotiations, a revised floor plan and facility build-out renovations/and or construction information will be required.

Offeror agrees to provide arc	hitectural plans and details (as des	cribed in Article III, Section A.2
above) and agree to comply.	Failure to comply will result in a no	on-responsive Offer and the
offer will not be considered.	(Initial one of the following): YES _	or NO

#### B. REQUIREMENTS SPECIFIC TO OFFERS FOR EXISTING BUILDINGS

The selected Offeror shall provide, as a minimum, the following documents. Failure to comply shall render the Award null and void.

**Test Fit of the proposed space** - At the time of negotiations, the offeror shall provide a test fit plan that delineates the space utilization consistent with Attachment A – Agency Design Criteria. The test fit 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; all square footage

measurements must be accurate and verified at the time of submission;

If during space planning, the architect can value engineer the space and fit the Agency into a space that is smaller than outlined in Attachment A –Agency Design Criteria, consideration will be given to the reduction.

**Detailed Timeline of Construction/Buildout** – At the time of negotiations, the offeror shall provide a timeline with anticipated dates for completion of all phases of construction, configuration and modifications to the existing structure required to comply with the Agency Design requirements. The timeline shall plan to make the space available at least sixty (60) business days prior to the lease start date so FDLE can begin the process of moving into the space.

Roof System Inspection – Within sixty (60) days of notice of award for an existing building, the roof system shall be inspected by a licensed roofing contractor selected by FDLE to ensure that there are no current or impeding issues. The report shall be provided directly to FDLE. The cost of the inspection shall be borne by the Lessor. The report must confirm the roof is in satisfactory condition. If, based on the inspection, the roof is found to not be in satisfactory condition the Lessor shall bear the cost of bringing the roof up to satisfactory condition based on the outcome of a second inspection. Lessor must provide written guarantee that deficiencies will be corrected. Failure to correct deficiencies within an agreed upon designated time shall cause the Agency to withdraw the Award.

Air Conditioning and Heating (HVAC) System Inspection – Within sixty (60) days of notice of award for an existing building, the HVAC system shall be inspected by a licensed HVAC contractor selected by FDLE to ensure that there are no current or impeding issues. The report shall be provided directly to FDLE. The cost of the inspection shall be borne by the Lessor. The report must confirm the HVAC is in satisfactory condition. If, based on the inspection, the HVAC is found to not be in satisfactory condition the Lessor shall bear the cost of bringing the HVAC up to satisfactory condition based on the outcome of a second inspection. Lessor must provide written guarantee that deficiencies will be corrected. Failure to correct deficiencies within an agreed upon designated time shall cause the Agency to withdraw the Award.

**Structural Inspection** – Within <u>sixty (60) days of notice of award</u> for an existing building, the structure shall be inspected by a Florida licensed structural engineer to ensure the building structural frame and building envelope comply with the current Florida Building Construction Code. In addition, the building must comply with the structural loading criteria and vibration criteria listed in Attachment A – Agency Design Criteria – IV. Structural. The report shall be provided directly to FDLE. The cost of the inspection shall be borne by the Lessor. The report must confirm the structure is in satisfactory condition and meets the load and vibration criteria. If, based on the inspection, the structure is found to not be in satisfactory condition the Lessor shall bear the cost of bringing the structure up to satisfactory condition based on the outcome of a second inspection. Lessor must provide written guarantee that deficiencies will be corrected. Failure to correct deficiencies within an agreed upon designated time shall cause the Agency to withdraw the Award.

**Electrical Systems** – Within <u>sixty (60) days of notice of award</u> for an existing building, documentation shall be provided evidencing the building electrical system is less than 15 years old.

**Exterior Windows** – Within <u>sixty (60) days of notice of award</u> for an existing building, documentation shall be provided evidencing the exterior windows comply with current hurricane codes.

The following documents will be required within one hundred eighty (180) business days after notification of Award.

ITN 710:0268 Page 19 of 148 Lease Effective Date: 10/01/2022

- Architectural Engineering (A/E) Plans, which shall include, at a minimum:
  - Floor plans (based on final design/layout, as arrived at between Offeror and Agency), which shows the utility core, office space, public space, corridors and parking areas (scale 1" =8').
  - The response signed by the developer or his/her duly authorized representative. Corporate, trade, or partnership titles may be stamped, written or typewritten, but the actual signature of the authorized representative must appear on the response. If the response is signed by a developer's agent, the agent must demonstrate authority to sign and it shall accompany the response.
  - Architectural floor plans with square footage measurements to include the total square footage equal to 'net usable' square feet and the 'non-usable square feet. Floor plans to be drawn to scale (Example: 1/4" = 1'0"). The floor plan shall delineate space utilization consistent with the Agency Design Criteria Requirements (Attachment A). 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, (c) total net usable square feet and (d) summary measurements of (a)(b)(c);
    - All square footage measurements must be accurate and verified at the time of submission;
    - Elevations and cross section of building indicating exterior design, material and colors (scale 1"= 8');
    - Parking area(s) including site location, driveway, ingress and egress; and,
    - The final permit plans shall be prepared and signed by the architectural engineer firm, dated and have seal affixed.
    - Telecommunications distribution (street to building demarcation and intra-building (or earlier than 180 days, if possible),

Offeror understands the above and agrees to comply with these requirements within the timeline stated. Failure to comply may cause Offeror's Reply to be deemed non-responsive. (Initial one of the following):

#### C. REQUIREMENTS SPECIFIC TO OFFERS FOR NON-EXISTING, BUILD-TO-SUIT (TURNKEY) LEASES

The selected Offeror shall provide, as a minimum, the following Failure to comply shall render the Award null and void.

**Detailed Timeline of Construction/Buildout** – At the time of negotiations, the offeror shall provide a timeline with anticipated dates for completion of all phases of construction, configuration and modifications to the existing structure required to comply with the Agency Design requirements. The timeline shall plan to make the space available at least sixty (60) business days prior to the lease start date so FDLE can begin the process of moving into the space.

In accordance with Florida Administrative Code (FAC) 60H-1.017 Turnkey Lease, the selected Offeror shall provide, as a minimum, the following documents within <u>sixty (60) days</u> after notification of Award.

- Furnish 100% Performance Bond;
- Compete and satisfactory evidence of ownership pursuant to Article III;
- A local tax assessor's appraisal of the site;
- A site Survey;
- Developer's estimated valuation cost of construction per square foot;
- Completion date (the date that the building will be offered to the State for acceptance), contingent upon developer's authorization to proceed;

ITN 710:0268 Page 20 of 148 Lease Effective Date: 10/01/2022

- Site Improvement information to include the following:
  - 1) Grading outside the building;
  - 2) Sanitary and storm sewers;
  - 3) Landscaping;
  - 4) Paving and retaining walls;
  - 5) Water;
  - 6) Gas and electric distribution systems;
  - 7) Telecommunications distribution (street to building demarcation and intra-building);
  - 8) Extraordinary excavation and/or foundations;
  - 9) Archaeological and Environmental Reviews, if applicable;

### The following documents will be required within one hundred eighty (180) business days after notification of Award.

- Architectural Engineering (A/E) Plans, which shall include, at a minimum:
  - Floor plans (based on final design/layout, as arrived at between Offeror and Agency), which shows the utility core, office space, public space, corridors and parking areas (scale 1" =8').
  - The response signed by the developer or his/her duly authorized representative. Corporate, trade, or partnership titles may be stamped, written or typewritten, but the actual signature of the authorized representative must appear on the response. If the response is signed by a developer's agent, the agent must demonstrate authority to sign and it shall accompany the response.
  - Architectural floor plans with square footage measurements to include the total square footage equal to 'net usable' square feet and the 'non-usable square feet. Floor plans to be drawn to scale (Example: 1/4" = 1'0"). The floor plan shall delineate space utilization consistent with the Agency Design Criteria Requirements (Attachment A). 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, (c) total net usable square feet and (d) summary measurements of (a)(b)(c);
    - All square footage measurements must be accurate and verified at the time of submission;
    - Elevations and cross section of building indicating exterior design, material and colors (scale 1"=8');
    - Parking area(s) including site location, driveway, ingress and egress; and,
    - The final permit plans shall be prepared and signed by the architectural engineer firm, dated and have seal affixed.
    - Telecommunications distribution (street to building demarcation and intra-building (or earlier than 180 days, if possible),

Offeror	inderstands the above and agrees to comply with these requirements within the ti	imeline
stated. (	nitial one of the following):	

#### D. VISUAL MATERIALS

For existing buildings, 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. For non-existing buildings, an architect's rendering showing exterior design, construction materials, and color of the proposed facility.

#### E. LIFE CYCLE COST

Prior to the lease execution, the selected Offer must conduct a life-cycle cost analysis pursuant to Section 255.254(1), F.S., and Rule 60D-4.006, F.A.C.

#### F. 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.

#### G. COST OF DEVELOPING AND SUBMITTING THE REPLY

Neither the State of Florida, FDLE, nor the State's Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

#### H. EXECUTION OF THE LEASE

Upon receipt of a lease from the Florida Department of Law Enforcement, the Offeror shall have thirty (30) days to execute and return said lease, unchanged, to the Florida Department of Law Enforcement. The Florida Department of Law Enforcement reserves the right to cancel the ITN offer, withdraw said offered lease, and re-issue a solicitation for office space should the Offeror fail or refuse to return said offered lease (executed and unchanged) within thirty (30) days of receipt.

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ITN 710:0268 Page 22 of 148 Lease Effective Date: 10/01/2022

#### IV. LEASE TERMS AND CONDITIONS

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

Failure to follow the required format and to provide the information and affirmations required in Article IV may result in a Reply being deemed non-responsive.

#### A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

FDLE is seeking approximately <u>84,000 – 90,000</u> net usable square feet of space (as defined below) within the Boundaries (as set forth in Attachment "B").

The Reply should specify the amount of "net usable square feet" offered <u>within the minimum-maximum range stated above</u>. The Agency may accept a proposed location containing a lesser square footage if in the best interest of the Agency.

The Offeror of the Reply selected for award shall provide documentation within one hundred eighty (180) business days after notification of award, that the total net usable square feet offered in the Reply shall be provided to the Agency as contiguous space within a standalone single tenant secure facility. Failure to provide documentation shall render the offer null and void. The Offeror/Lessor shall be responsible for build-out and clean up and shall provide the Agency with clean, ready-to-operate space.

The space is to be used as a professional office and forensic laboratory for the Florida Department of Law Enforcement.

Any and all references to square feet of the Proposed Space contained in a Reply must be "usable square feet" in accordance with the <u>Standard Method for Measuring Floor Area in Office Buildings</u> (<u>Florida Administrative Code 60H-2.003</u>). FDLE and DMS reserve the right to independently verify the space measurement.

Each Reply should indicate below the type of space offered (existing or non-existing), the amount of 'usable square feet' of space offered, and location information for the space offered:

i.	THE TYPE OF SPACE OFFERED IN THIS REPLY IS:  O An Existing Building
ii.	THE NUMBER OF NET USABLE SQUARE FEET (WITHIN THE MINIMUM/MAXIMUM RANGE) OFFERED IS:
	Net Usable Square Feet Offered
iii.	US POSTAL ADDRESS AND/OR POSTAL I.D. OF THE PROPOSED SPACE IS:
-	Street
-	City and Zip Code
iv.	PROPOSED BUILDING:
	Name of Building
	Number of Floors
	Suite Number (of Main Entrance)

ITN 710:0268 Page 23 of 148 Lease Effective Date: 10/01/2022

	Other Building/Location Information (Specify-if applicable)
	v. PROPERTY PARCEL ID NUMBER (County):
В.	LEASE COMMENCEMENT DATE – OCTOBER 1, 2022  The Proposed Space is to be made available at least sixty (60) business days prior to OCTOBER 1, 2022, the Lease Commencement Date, at no charge to the State, for moving related activities, including, but not limited to, moving in of office equipment and furniture in preparation for occupancy. Should the successful Offeror/Lessor fail to make the space available for occupancy by OCTOBER 1, 2022, as specified in the Reply; the Offeror/Lessor shall be liable to the Agency for liquidated damages in the amount of \$3,127.85 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 thirty (30) 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. (Initial one of the following):  YESor NO
	Offeror/Lessor agrees to make the Proposed Space available and ready to operate sixty (60) days prior to the Lease Commencement Date at no charge to the Agency. (Initial one of the following):  YESor NO
C.	TERM AND RENEWAL OPTIONS  The term of this requirement will be Option 1 - 240 months (20-years) OR Option 2 - 300 months (25-years) from the Lease Commencement Date. The State requires a minimum of four (5-year) renewal options. The Offeror shall verify that they 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).
	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 (Initial one of the following):
	YESor 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 the State's Commission Agreement, in coordination with the Agency's Tenant Broker representative, prior to 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. (Initial one of the following):

YES\_\_\_\_\_or NO\_\_\_\_\_

#### E. FULL SERVICE (GROSS) RENTAL RATE WITH UTILITIES AND JANITORIAL SERVICES

The Offeror 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, water, insurance, storm water fees, local and state inspections, interior, common area and exterior maintenance, recycling services, garbage disposal, pest control,

ITN 710:0268 Page 24 of 148 Lease Effective Date: 10/01/2022

and any amortization of required tenant improvements to the proposed space). There shall be no pass through of additional expenses. The proposed Full Service lease rental rate for each year of the Initial Term must be provided. The State is exempt from sales tax on all rent payments. Submitted lease rates are negotiable. Offerors must provide their best, firm lease rates. Lease rates that are contingent, involve a basic rate plus "cap" or "range" for such things as tenant improvements will be deemed non-responsive.

The present value discount rate to be used in evaluating the base term of the proposals received is 2.23%.

#### F. PERMITTED USE BY THE STATE

The State's permitted use for the location will include Investigations and Forensic Science (includes Regional Crime Laboratory). Criminal Justice Information Services and Criminal Justice

	Professionalism, which serve local, state and federal criminal justice agencies and citizens in 10 counties. Additionally, areas for general office purposes as well as appropriate appurtenant uses such as training areas, vending, computer rooms, etc., will be required.
	Offeror agrees and acknowledges that the use of the Proposed Space as described above is acceptable and that it is compliant with all laws: (Initial one of the following):  YESor NO
G.	TENANT IMPROVEMENTS  The State requires all build-out/tenant improvements to be completed by the Landlord at its sole expense. Therefore, Offeror shall assume all cost risks associated with delivery in accordance with the required specifications detailed in this ITN, including Attachment A. (Note: Please refer to Attachment A. I. General Building Requirements for Tenant Improvement Allowance)
	Offeror agrees to provide build-out/improvements in accordance with the specifications detailed in this ITN and Attachments A, no later October 1, 2022.
н.	(Initial one of the following): YESor NO  OTHER TENANTS

#### Н.

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 providing written documentation, with the Reply, of the tenants' acknowledgment the Offeror's Reply and tenant's ability and willingness to vacate the premises, in order to allow Offeror to commence and to satisfactorily complete renovation work which will allow the Agency's specified occupancy date of OCTOBER 1, 2022. (See Article IV-Lease Terms and Conditions).

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. (Initial one of the following):

VEC	or NO	
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?

	For an existing building, does this facility currently meet the standard determined through the above website? If not, will the existing buil Energy Star Building as determined through the above website by the 2022? (Initial one of the following):	ding meet	the standards of an cy date of October 1,
	For a non-existing building, will the proposed building meet the star as determined through the above website by the occupancy date of	October 1,	, 2022?
	(Initial one of the following):	YES	_or NO
J.	LEASE Attachment "C" to this ITN is the form lease agreement (and related general terms and conditions required by the State of Florida. Other required by the State of Florida in order to consummate a transaction this form in its entirety.	er terms an	d conditions may be
	Offeror acknowledges that he/she has reviewed the form lease agree Attachment "C" and that the form (including all terms and condition Proposed Space be selected by the Agency: (Initial one of the follows)	ns) is accept ring):	
K.	FDLE estimates that an agency Integrated Security Card Access system Special consideration will be given to those proposals that include a Sin the amount of \$350,000.00. Upon contract execution, a cashier ch \$350,000.00 shall be issue to the Florida Department of Law Enforces sole discretion of FDLE for the purchase of an agency Integrated Security Beresponsible for providing all required conduit and boxes need Security Access System and Security Alarm system. FDLE shall manage system.	Security Car neck in the a ment, which writy Access ed for the in	d Access System fund amount of n will be utilized at the System. The Lessor nstallation of the
	Offeror agrees to issue a cashier check in the amount of \$350, Integrated Security Access System.		·
	(Initial one of the following):	YES	_or NO
L.	ANTENNA ROOF RIGHTS  At all times during the Lease Term and during subsequent renewal to exclusive right to place one or more antennas on the roof of the Buil area without additional charge or cost, subject only to the reason issues related and limited to the structural integrity of the Building authorities.	lding(s) and able appro	d/or grounds and site val of the Lessor for
	Offeror agrees to the terms of this Section L (Initial one of the follow	ving):	
		YES	or NO

J.

L.

#### M. ATTACHMENTS

This ITN contains the following attachments, each of which is an integral part of this ITN.

**Attachment A** Agency Design Criteria – Provided as a construction cost guide for Offerors.

**Attachment B** Boundaries – Details the boundaries within which all Proposed Space must be located.

Attachment C <u>Lease Agreement</u> – 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. Other terms and conditions may be required by the State in order for a lease to be consummated. The standard lease form must be used should a lease be consummated and the

standard terms and conditions shall not be altered in the lease.

Attachment D <u>Disclosure of Ownership</u> – 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

commencement.

**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 lease

commencement.

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 architectural plans to document the applicable

usable square footage.

Attachment I Previous Experience 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 prior to 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.

Attachment L Financial Evaluations – Must be provided within 15 business days upon FDLE

request

Each Offeror should read and understand each Attachment in its entirety prior to completion and submission 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 M. (Initial one of the following) and agree to comply:

YES	or	NO	

ITN 710:0268 Page 27 of 148 Lease Effective Date: 10/01/2022

#### N. PARKING

Adequate parking for Agency's employees and visitors is mandatory. All Replies must include a site layout with all parking spaces and utilization of spaces shown, with minimum of four parking spaces per 1,000 SF (4:1,000) available to the Agency. The Agency will also require thirty (30) parking spaces within a screened area with obstructive views, secure and controlled area. Preference will be given to proposals offering all Agency needed parking within a screened area with obstructive views, secure and controlled area. A Reply for Proposed Space in a multiple facility complex must include the total number of parking spaces and parking commitment to other tenants. Preference will be given to offers which include 'on-site' exclusive parking screened from view, secure and controlled area. (Attachment A - Agency Design Criteria).

Offeror	acknowledges	the	above	and	affirms	that	the	Proposed	Space	meets	the	parking
requirer	ment set forth in	n this	Section	ո N. (	Initial on	e of t	he fo	llowing):	YE	S(	or NO	)

#### O. DISCLAIMER

This ITN is not an offer, contract or agreement of any kind. Neither the FDLE/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 O (Initial one of the following):

YES\_\_\_\_\_ or NO\_\_\_\_\_

#### P. HAZARDOUS SUBSTANCES

The Offeror assures that the proposed site does not contain hazardous substances or electromagnetic fields, whether above or below ground level. Further, the Offeror agrees to prohibit the generation, storage or disposal of hazardous substances above or below ground level. Should hazardous substances be revealed during the term of this lease, the Offeror shall immediately remove material and restore the site in compliance with all applicable regulations, and reimburse the Agency for any and all relocation costs.

Offeror understands and agrees with the Hazardous Substance set forth in this Section P (Initial one of the following):

YES\_\_\_\_\_\_or NO\_\_\_\_

#### Q. REVISED CODES

The Offeror will ensure that the facility shall comply with the latest version of all applicable codes and standards. (Initial one of the following):

YES\_\_\_\_\_or NO\_\_\_\_

#### V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

<u>Reply Evaluation and Negotiation Process:</u> 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 hundred and eighty (180) days from the date the Agency'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.

All responsive Offers will be evaluated on the factors below:

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ITN 710:0268 Page 29 of 148 Lease Effective Date: 10/01/2022

#### **PROPOSAL EVALUATION CRITERIA**

#### <u>Criterion 1 - Rental rates per square foot for basic term of lease:</u>

Rental rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of <u>2.23%</u>. Each Offeror's rental rate per square foot for each year of the basic term of the lease will be totaled and averaged.

The following formula will be used to calculate the score for this criterion:(Lowest average rental rate per square foot offered / Offeror's average rental rate per square foot offered) x Total Maximum Points = Offeror's Score for this criterion.

Maximum points: 25

#### <u>Criterion 2 - Rental rates per square foot for optional renewal terms of lease:</u>

Rates evaluated, using total present value methodology for renewal terms of lease, by application of the present value discount rate of <u>2.23%</u>. Each Offeror's rental rate per square foot for each year of the basic term of the lease will be totaled and averaged.

The following formula will be used to calculate the score for this criterion:(Lowest average rental rate per square foot offered / Offeror's average rental rate per square foot offered) x Total Maximum Points = Offeror's Score for this criterion.

Maximum points: 5

### <u>Criterion 3 – Location</u>: <u>The effect of the facility's location on the efficient and economical conduct of Agency operations planned for the requested space.</u>

- A. Location is well suited, appropriately accessible, and conducive to conducting business with FDLE's clients and its operations.
- B. The surrounding properties, buildings, streets and sidewalks are relatively well maintained and free from debris. There is no visible evidence that the properties or buildings are in violation of any law, ordinance, rule or regulation.
- C. There are nearby amenities (gas stations, restaurants, convenience stores, etc.) available to meet the needs of the occupants of the Proposed Space.
- D. Public transportation is accessible to/from the proposed location.

Maximum points: 25

#### **Criterion 4 - Parking:**

The proposed parking as requested in IV. Lease Term and Condition, section N. of the ITN is sufficient and is appropriately accessible to meet the Agency's needs.

Maximum points: 10

#### <u>Criterion 5 – Proposed Design and Construction of the Facility and Premises</u>

The Offeror's ITN Reply and on-site presentation, including floor plans, site plans, renderings, pictures, etc., has shown sufficiently that it can deliver a facility and premises that will meet or exceed the minimum standards in the Agency's Design Criteria (Attachment A) and the 100% Construction plans.

Maximum points: 20

ITN 710:0268 Page 30 of 148 Lease Effective Date: 10/01/2022

### Criterion 6 - Security issues associated with the property, parking and surrounding neighborhood, as evidenced by police reports, quality of exterior lighting and obstructed entrances/exits.

- A. Are there proposed perimeter controls such as gates, fences, walls, landscaping, etc. that restricts access to the property?
- B. Has the Offeror proposed parking lots to be well marked and well-lit at night?
- C. Are there proposed amenities (lighting, patrolled hallways and parking areas, escorted ingress/egress, etc.) that aid after hour access and operation?
- D. Do the police reports indicate that the Proposed Space is in a relatively safe neighborhood?

Maximum points: 5

#### Criterion 7 – Enhanced Security Offering

Offeror agrees to issue a cashier check in the amount of \$350,000.00 for Security Equipment to vendor of FDLE's choice? Refer to Article IV section K

Maximum points: 10

TOTAL POINTS – ALL CATEGORIES: <u>100</u>

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ITN 710:0268 Page 31 of 148 Lease Effective Date: 10/01/2022

#### 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 Agency's intent to ensure that specifications are written to obtain the best value for the State and 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.

#### a. Protests of Terms, Conditions and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking Offers, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed (Saturdays, Sundays, and state holidays included).

#### b. Bond Must Accompany Protest

When protesting a decision or intended decision pertaining to this solicitation (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post with the Agency at the time of the filing of the formal written protest a bond payable to the Agency in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs that may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Agency may accept a cashier's check, official bank check, or money order in the amount of the bond.

#### c. Filing a Protest

A notice of protest, formal protest, and bond are "filed", when received by the Agency's Official Contact Person listed in **Article II, Section D. above**. Filing may be achieved by hand-delivery, courier, or US Mail. Filing by email will not be accepted. All methods of delivery or transmittal to the Agency's Official Contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

ITN 710:0268 Page 32 of 148 Lease Effective Date: 10/01/2022

#### 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 Less	or, whichever is applicable:
(Authorized Signature)	Witness
(Print or type name)	Witness
(Print or type title)	
Relationship to Owner	

ITN 710:0268 Page 33 of 148 Lease Effective Date: 10/01/2022

#### MANDATORY REQUIREMENTS - DOCUMENTS CHECKLIST- ITN OFFER TO LEASE

I.	MANDATORY DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE REPLY FOR OFFERS TO LEASE
	FOR BOTH TYPES OF SPACE (EXISTING BUILDING AND/OR NON-EXISTING BUILDING (BUILD-TO-
	SUIT).
	Failure to provide the mandatory documents may deem the Reply as Non-Responsive and the Offer
	may not receive further consideration.
	Completed ITN Packet – Complete Page 1 – 28 and provide a signed Certification (page 33)
	ITN, Article II, Section E. – 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, Section A. 1 (A), Control of Property, 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.
	Each Reply for an existing building must include a floor plan which is drawn to scale (i.e., $\frac{1}{2}$ " = 1'0")
	showing the configurations with verified square footage measurements and calculations (total
_	gross/total non-usable/total net usable square feet); and,
	ITN, Article IV, Section H – Other Tenants: 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
	must be included with the Reply.
	ITN, Article IV – 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.
	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 Article III, Section D.).
	Parking: A notarized statement from the Offeror certifying the availability and agreement to provide the needed parking spaces for use by the Agency including number of spaces to be provided and the
	number of parking spaces for use by the Agency 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.
	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 specified other tenants
	(see Attachment A, Section I General Building Requirements).
	Review Attachment C – Lease Agreement with Addenda A – E and remaining Attachments D - L :
	Offeror's initials are required at the bottom of each page evidences Offeror's acknowledgement and
	agreement to comply.
	Completed Attachment K – Special Power of Attorney (if applicable)
	Attachment I – Previous Experience Listing

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<u>ITN 710:0268</u> Page 34 of 148 Lease Effective Date: 10/01/2022

# ATTACHMENT A AGENCY DESIGN CRITERIA

- I. GENERAL BUILDING REQUIREMENTS
- II. SITE/CIVIL
- III. ARCHITECTURAL
- IV. STRUCTURAL
- V. MECHANICAL
- VI. PIPING AND FIRE PROTECTION
- VII. ELECTRICAL
- VIII. TECHNOLOGY SYSTEMS
- IX. GENERATOR EQUIPMENT AND MAINTENANCE
- X. ADDITIONAL FURNISHINGS
- XI. PROGRAM SPACE REQUIREMENTS

# AGENCY DESIGN CRITERIA I. GENERAL BUILDING REQUIREMENTS

The proposed single tenant space shall be in an existing building or a non-existing building that Offeror agrees to construct as a 'build-to-suit (turnkey) for lease to FDLE. 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.

### 1. EQUAL OPPORTUNITY EMPLOYER

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

### 2. BI-WEEKLY CONSTRUCTION MEETINGS

During the course of construction, mandatory bi-weekly progress meetings shall be held at the construction site or via conference call. The Construction Management firm shall coordinate these meetings with authorized FDLE members and the designated Tenant Broker. The meeting shall include:

- Updated progress schedule to achieve the desired completion date;
- Special problems, remedial actions; review of the ITN requirements;
- Status of fees permits, building inspection, violations.
- 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.

### 3. 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 6:30 a.m. to 6:30 p.m., Monday through Friday, on Saturdays from 7:00 am to 1:00 p.m., excluding State holidays, 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 shall be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee). Heating and Air Conditioning services shall be provided at the Agency's request during non-standard business hours as necessary or required at the sole discretion of the Agency.

### 4. BACKGROUND CHECKS

Whenever necessitated by legitimate concern for reasonable security precautions as determined by the Department and without regard to the identity of any individual, the Department will require the Contracting Party(ies) and/or employees of the Contracting Party(ies) and/or Subcontractors to submit to, and <a href="successfully pass">successfully pass</a>, an appropriate security background investigation <a href="prior">prior</a> to being allowed access to any of the Department's facilities to perform those services as set forth in this ITN. FDLE reserves the right to have Contracting Party's staff and subcontractor's removed from the account when it is determined to be in the best interest of the State. All background screening will be refreshed annually from the time initially performed for each Person during the Term of the Contract.

ITN 710:0268 Page 37 of 148 Lease Effective Date: 10/01/2022

### 5. 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, lined, and identified for use by the Florida Department of Law Enforcement. Parking is to be provided as part of the lease cost to the Agency.

The Agency needs a minimum of four parking spaces per 1,000 SF (4:1,000) for employees and visitors, and will also require thirty (30) parking spaces within a screened area with obstructive views, secure and controlled area. Preference will be given to proposals offering all Agency needed parking within a screened area with obstructive views, secure and controlled area.

Offeror shall submit with this Reply:

- A. A notarized statement from the Offeror certifying the availability and agreement to provide with a minimum of four parking spaces per 1,000 SF (4:1,000) for employees and visitors, and thirty (30) parking spaces within a screened area with obstructive view, secure and controlled area for use by the Agency. 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 <u>four (4)</u> copies of the parking lot identifying the parking spaces that will be provided to the Agency for its' use and the parking spaces assigned to specific other tenants.
- D. The total number and configuration of ADA accessible parking spaces must comply with the United States Department of Justice ADA Standards for Accessible Design (28 C.F.R. Part 36). These ADA parking spaces must be located adjacent to the proposed building. One of every six accessible parking spaces, or fraction thereof, must be "van-accessible." Accessible spaces must connect to the shortest possible accessible route to the accessible building entrance or facility they serve.

# 6. 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 Agency's office(s) acquired thru this ITN.

# 7. FINAL A/E DESIGN PLANS (prior to State Fire Marshal (SFM) plans preparation)

- A. Within one hundred eighty (180) <u>business days</u> after notification of award, the successful Offeror shall provide <u>five</u> (5) sets of architectural/engineer 'test fit' plans for use to arrive at approved space use and design which is to be achieved through a series of design/space planning meetings between the Agency and the successful Offeror. Space use shall be consistent with the ITN specifications and must be equal to or greater to the 100% Construction Plans and Project Manual by Rolland, DelValle & Bradley. This 'test fit' A/E plans may be a different set of plans than the plans specified in Article III, (which are required to be submitted at the time of negotiations).
- B. <u>Approved/Accepted Space Use and Design</u>: Within one hundred eighty (180) <u>business days</u> after the Agency's approval and acceptance of the space use and design plans, the successful Offeror shall provide **five (5) sets** architectural drawings to the Agency. The drawing shall be:

ITN 710:0268 Page 38 of 148 Lease Effective Date: 10/01/2022

- (a) to scale (1/4" = 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.
- C. Building codes adopted by local jurisdictions shall be applicable to all lease construction.

## 8. STATE FIRE MARSHAL (SFM) PLANS

The successful Offeror must submit <u>two (2) sets</u> 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 <u>two (2) sets</u> of the SFM A/E plans and specifications to the ITN Issuing Officer (address within Article II – ITN Instructions and General Information) either by hand-delivery, USPS or third party courier service at the time submittal is being made to the SFM.

The State Fire Marshal A/E plans shall include drawings which specifically details ADA criteria (also see ADA Compliance, Item 9).

The State Fire Marshal A/E plans shall include drawings which specifically details the: (a) Security Alarm System; and **(b)** Fire Alarm System. (see VII. Electrical – Fire Alarm System/Mass Notification System and VIII. Technology System, Electronic Security Systems).

The SFM A/E plans and specifications shall be based on the final/approved design, and submitted no later than <u>three (3) weeks</u> after notification of 'prior approval to proceed' with the lease agreement is received by the Agency 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" = 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 <u>General Building Requirements</u>, or references thereto, may result in withdrawal of the Award.

# 9. AMERICANS WITH DISABILITIES (ADA) ACT

As a state government entity, the Agency is bound to Titles I, II & III 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. The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards" or "Standards". The 2010 Standards set minimum requirements – both scoping and technical – for newly designed and constructed or

ITN 710:0268 Page 39 of 148 Lease Effective Date: 10/01/2022

altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities.

Adoption of the 2010 Standards also establishes a revised reference point for Title II entities that choose to make structural changes to existing facilities to meet their program accessibility requirements; and it establishes a similar reference for Title III entities undertaking readily achievable barrier removal.

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 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 Alternations of the Standard Lease Agreement Form 4054 (Attachment C).

<u>Note</u>: If a discrepancy exists between Agency Design Criteria 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.

### 10. LICENSED CONTRACTORS

Licensed contractors shall perform all construction. Offeror agrees to provide all builder and subcontractor license information upon request. The cost of construction, permits, inspections, and fees shall be borne by the Offeror/Lessor. Commencing with the A/E plans approval by the Agency, the Offeror shall provide detailed updated and current monthly construction schedules to the Agency in order to achieve the required occupancy date. If requested, construction schedules shall be provided if/as requested by the Agency during the construction/renovation project.

## 11. COMMISSIONING SERVICES

The successful Offeror will be required to Commission the facility systems during the Pre-Construction Phase, Construction Phase, Acceptance Phases and Occupancy Phase.

Systems to be Commissioned

- Mechanical systems to include
  - Chilled Water System
  - o Air Distribution
  - Energy Recovery
  - o Fan Coil Units
  - HVAC Dx Systems
  - Exhaust Fans

- Heating Hot Water System
- o Building Automation and controls
- Plumbing to include
  - Domestic hot water systems
  - o Domestic Water pumping
- Electrical
  - Lighting and controls, including daylighting controls

# 12. INSPECTIONS, MAINTENANCE AND REPAIRS

- A. Fire Protection 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 Agency'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.
- B. Fire Alarm System/Mass Notification System 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.
- C. Generator Refer to section IX. Generator Equipment and Maintenance
- D. UPS Quarterly inspections on the UPS modules and batteries as recommended by NFPA 111, Standard on Stored Electrical Energy Emergency and Standby Power Systems. Lessor is to contract with a vendor that can provide a 2 hour response time in an emergency situation.
- E. Maintenance Inspection Quarterly inspections shall be conducted with an Agency's representative to review the condition of the building interior, exterior and site. Any discrepancies will be noted and a date of correction/completion established.
- F. Emergency Repairs Any emergency that poses emanate danger to facility or staff shall have a response time of 4 hours or less. 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 Lessor for payment or the Lessee will deduct the invoiced amount from the Lessor's rental payment to satisfy the expense incurred. Non-responsiveness shall be deemed a breach of this lease. Failure by the Lessor to correct or repair reported recurring problems within 60 days after written notification by the Lessee shall result in further legal action to obtain compliance. If the Lessee is successful in court, the Lessor agrees to pay any and all attorney's fees of the Lessee, as well as impact costs due to decreased productivity.
- G. Emergency Contacts Upon occupancy, the Lessor shall furnish the names and phone

ITN 710:0268 Page 41 of 148 Lease Effective Date: 10/01/2022

- numbers of the maintenance contact or contractors who shall be available 24 hours daily to service or repair glass, plumbing, HVAC, generator, roofing, hardware (locks), electric, elevators, etc.
- H. Fume Hoods Lessor will be responsible for the maintenance of all Lessor provided vented chemical fume hoods to ensure the successful passing of all required annual inspections and certifications. Lessor will be responsible for the repair and up to replacement of Lessor provided vented hoods in the event of a certification deficiency or failure.
- I. Floor Covering All new flooring (carpet tiles, vinyl/VCT, door mats, 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 ten (10) years thereafter during the base term, and prior to the commencement date of any renewals or extensions thereof. Common areas shall have new flooring every 5 years. Door mats hall be provided at all entrances to protect floor coverings and cleaned daily by janitorial staff. Lessor shall replace door mats when worn. The Agency shall be provided samples from which to choose colors. Carpeting shall be treated to reduce staining. Carpet tiles, vinyl/VCT and tile shall be professionally cleaned by the Lessor every twelve (12) months.
  - No flooring will be accepted "as-is" unless a specific "concession" it granted by the Agency in writing.
  - If adhesives and/or sealants are used during flooring installation, they MUST below VOC products and the facility MUST be properly ventilated during the installation.
  - 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.
  - The Lessor will be responsible for relocating/staging Agency's equipment/furniture in the applicable area(s), at no cost to the Lessee.
- J. Paint All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, at least once every ten (10) years thereafter during the base term, and prior to the commencement date of any renewals or extensions thereof. Common areas shall be repainted every five (5) years. The Agency 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 Agency, and must be blended in so that it matches the existing finish/wall.
  - High traffic areas shall be repainted annually, if requested by the Agency.
  - The Lessor will be responsible for relocating/staging Agency's equipment/furniture in the applicable area(s), at no cost to the Lessee.
- K. Window Coverings 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 Agency.
- L. HVAC 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.
- M. Indoor Air Quality Refer to Addendum D for maintenance and inspection requirements.

ITN 710:0268 Page 42 of 148 Lease Effective Date: 10/01/2022

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Provide and maintain commercially designed restrooms fixtures and maintain all required supplies within both public and employee restrooms.
- S. 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 Agency. 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 Agency'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 Agency;
  - Provide required cleanup according to standard business practices of industry.

# 13. 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.

ITN 710:0268 Page 43 of 148 Lease Effective Date: 10/01/2022

**14.** 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.

### 15. 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.

## **16. TENANT IMPROVEMENT ALLOWANCE**

Upon the lease execution, provided Lessee is not in default beyond any applicable grace period, an escrow account will be established to be used for the Tenant Improvements on the Agency's leased space in the amount of \$0.40 per rentable square foot per year. Lessee may utilize the tenant improvement allowance for any purpose. All or a portion of the tenant improvement allowance may be used to construct improvements within the premises provided such improvements are mutually agreed upon and comply with all requirements of governmental authority. At Lessee's request, Lessor will construct such tenant improvements in which event the tenant improvement allowance shall be applied to the cost of the improvements. Lessee shall pay all costs in excess of the tenant improvement allowance. Lessor shall solicit bids for the work from up to three local contractors reasonably qualified and reasonably acceptable to Lessor. Alternatively, should Lessee not request bidding or where bidding is not available or practical, Lessor shall provide Lessee with a cost estimate for the proposed improvements for Lessee's review and approval. An annual accounting statement of the escrow account shall be provided to Lessee.

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ITN 710:0268 Page 44 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA II. SITE/CIVIL REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

1	LOT SIZE	Minimum of 4 buildable acres
2	STORM WATER TREATMENT	Comply with WMD ERP guidelines; obtain a permit for the proposed work.
3	PAVEMENT	8" compacted subgrade to LBR 40 minimum, 6" of graded aggregate base and 2" of FDT Type SP 9.5 asphalt.
4	POTABLE WATER	Meet local code, minimum of 3 fire hydrants on-site; 2" meter, with a 3" service. Fire protection to provide an 8" backflow preventer with flows of 800 gpm at 65 psi. A fire pump may be required.
5	SANITARY SEWER	Connect to a Public system; add a lift station if necessary.
6	ELECTRIC POWER	<ol> <li>Electrical Utility – Underground, on-site, pad mounted transformer, 480Y/277V transformer secondary.</li> <li>All electrical service laterals and electrical feeders between generators and automatic transfer switches to be concrete encased.</li> <li>Exterior lighting foot-candle requirements:         <ul> <li>a. Building Entrance-3.0 foot-candles (minimum)</li> <li>b. Parking Areas – 1.0 foot-candles (minimum)</li> <li>c. Sidewalks – 1.0 foot-candles (minimum)</li> </ul> </li> </ol>
7	PARKING	d. Max/Min Ratio – 10:1 in all exterior areas  Striping will be Thermoplastic. Maximum slopes shall be 2.5%. Access controlled automatic aluminum gates and lift arms for control. Also refer to General Building Requirements, Section 5.
8	DRAINAGE	Concrete pipes and structures routed to an exfiltration gallery or off-site.
9	SIGNAGE	As required by federal, state and local codes. Exterior Identification — Provide Agency signage on the building exterior either at the top of the building or at the entrance into the proposed space as well as a monument located roadside/street entrance into the facility. Lessor is to provide the Agency with at least 3 sample artwork drawings (depicting dimensions) utilizing the FDLE logo for the Agency's consideration and approval. Color scheme will be provided by the Agency. Refer to III. Architectural - Interior Signage.
10	CURB AND GUTTER	To be used throughout. Parking blocks as required.
11	PEDESTRIAN CIRCULATION	Concrete walks, minimum 6 feet wide. All walks to be ADA accessible.

<u>ITN 710:0268</u> Page 45 of 148 Lease Effective Date: 10/01/2022

12	COMPOUND CANOPY	Structural concrete or reinforced CMU walls; exterior finish to match buildings, a minimum of 10 feet high, suitable for both screening the interior courtyard and protecting against vehicular intrusion; 6" thick concrete paving; thermoplastic striping. Access controlled automatic aluminum gates for control.
13	IRRIGATION	Potable well water source or public water supply, all spray heads, electric solenoid valves and controller. All components to be located outside of the building security in public areas accessible to third-party maintenance workers.
14	LANDSCAPE	Turf shall be Empire Zoysia, trees shall be live oaks, crape myrtles, and Japanese magnolias. Ground cover shall include asiatic jasmine. Shrubs shall be Encore azaleas, native grasses, India hawthorne, and aebelia. Avoid vegetation that offers hiding places. Emphasis on low maintenance and attractive installation. Trees shall not be placed where they can be used to scale fenced parking or compound walls. Landscaping shall be maintained at a standard of a Class A commercially owned property.
15	GARBAGE COLLECTION	Dumpsters shall be screened to match the building, accessible from the non-secure portion of the facility. 8" Concrete pad to extend 20 feet from the enclosure.
16	ROOF DRAINS	To be collected into an appropriately sized header and piped to the exfiltration gallery or off-site.
17	DESIGN GUIDELINES	All work to comply with Escambia County and/or Santa Rosa County (as appropriate) WMD and ECUA guidelines for site development.
18	PERMITS	Developer shall obtain all needed permits including City of Pensacola or Escambia County or Santa Rosa County DRC, ECUA, Water Management District (WMD), and FDOT.
19	UTILITY APPROVALS	Developer shall obtain all needed approvals and pay all needed fees for underground electric power, natural gas, local government development approval, ECUA approvals for water and sanitary sewer, as well as communications connections.

if the project is not in a flood zone.

Set the Finished Floor Elevation a minimum of 5 feet above the base flood elevation, or 3 feet above the highest adjacent crown of the road

20

**FINISHED FLOOR ELEVATION** 

# AGENCY DESIGN CRITERIA III. ARCHITECTURAL REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

### **GENERAL**

The FDLE Pensacola Regional Operations Center is comprised of Class A office, laboratory and training center space with a crime scene building and a warehouse. It has been conceived of in a possible configuration based on a four story office and laboratory building with three high bay out buildings for Training, Crime Scene and Warehouse. Site work includes a secure vehicle compound and gated staff parking with card reader operated secure access and an ornamental metal fence at the perimeter.

Comply with the Florida Building Code and all applicable federal, state and local codes and regulations.

### **CUSTOM CASEWORK**

Interior casework AWI commercial grade, shop fabricated including base and wall cabinets, countertops, and cabinet hardware; wood core panels including medium density particle board at non-wet areas and soft wood plywood PS-1 at wet areas; no added urea-formaldehyde; plastic laminate facing (refer to List of Finishes); NEMA general purpose, 0.050 thickness; laminate backing sheet for cabinet and drawer linings, 0.020 thickness; solid surfacing (refer to List of Finishes); cabinet hardware Basis of Design Knape & Vogt 255, 256, Richelieu 1076 pulls, Olympus locks, Stanley 40 catches, Accuride slides C3600 150 lbs, Grass American concealed hinges 1200 V2, Ives touch latches, Mockett 3 inch black cable grommets.

Assume 300 l.ft. of 30" h. wall and 34" h. base cabinets with doors and drawers in Copy, Break and Support Rooms; provide GWB soffits above wall cabinets.

## **DOOR, FRAMES & HARDWARE**

Interior solid wood core doors with wood veneer faces; Basis of Design: Marshfield Doors, Eggers, Graham GPD PC Series; 1 ¾" thick, solid core, 5 ply PC-5; no urea-formaldehyde; WDMA 1.2 1-A Performance Grade Extra Heavy Duty; fire rated as necessary; AWI Premium Quality Cherry veneer facing, plain sliced, balanced and matched grain; match door pairs; pre-wire doors at electrified openings; factory applied transparent finish, WDMA TR-6 catalyzed polyurethane; temperature rise at stairs.

Non-rated and fire rated welded steel hollow metal frames for doors without sidelights; fire rated and non-rated welded steel hollow metal frames for doors with sidelights; fire rated and non-rated steel hollow metal doors; Basis of Design: Ceco Door Products Omega 16 (Grade III); exterior doors of SDI-1000 Grade III; 1 ¾" thick; fibrous honey comb core; welded steel frames; 2" wide face; double rabbet; mitered corners welded and ground smooth; cold rolled steel; 16 gauge at interiors; 14 gauge at interiors wider than 4'-0" and at exterior doors; galvanized exterior doors and frames.

Electric operated automatic swing doors at all building entrances; Basis of Design: Horton Automatics, Model Type 4100 surface applied operator.

Commercial hardware for swinging doors including: hinges, pivots, flush bolts (Rockwood), coordinators (Rockwood), locks (Sargent), exit devices (Corbin Russwin), door closers (Corbin Russwin), push plates (Rockwood), door pulls, protective plates, door stops and holders, thresholds and weather stripping (Pemko),

ITN 710:0268 Page 47 of 148 Lease Effective Date: 10/01/2022

silencers:

Scope: (150) 3'-0" x 8'-0" wood doors in HM frames

(40) Pairs of 3'-0" x 8'-0" wood doors in HM frames (15) 3'-0" x 8'-0" hollow metal doors in HM frames

(112) card readers with electrified hardware

Exterior entrance doors, vault and evidence room doors will require key lockable locksets. Keys to all locksets in accordance with a master keying system acceptable to the Agency. Provide master entrance keys as needed, number to be determined.

## SINGLE PLY ROOFING

Membrane roofing, base flashings, insulation and vapor barrier; PVC sheet, single ply, adhesive applied; SRI equal to or greater than 0.78 and Thermal Emittance equal to or greater than 0.90; Basis of Design: Sarnafil, Model G410-15 Feltback Adhered System; 20 psi rigid polyisocyanurate insulation board. Granulated modified bitumen systems will be considered.

#### **GYPSUM BOARD SYSTEMS**

Metal framing members include 20 ga. and 25 ga. metal studs, tracks, deflection tracks at all head conditions, furring, resilient channels;

Gypsum board includes standard, moisture resistant, fire rated, cementitious (at all wall tile applications), exterior sheathing, liner panels, and impact resistant.

Acoustic insulation is semi rigid, spun mineral fiber mat; 3 lbs/cu. ft density.

## **GLAZING**

Glass and glazing for doors, sidelights, aluminum storefronts and curtainwalls; insulated glass units; Basis of Design: Guardian, ¼" SunGard SNX 51/23 outer pane, .090 PVB, ¼" clear glass;

Full glass lite doors: ¼" tempered
Exterior vision glass: Basis of Design
Exterior spandrel glass: match Basis of Design

### **TOILET COMPARTMENTS**

Toilet Compartments: Basis of Design: Bradley "Bradmar"; high density polyurethane solid plastic; polymer resin construction; each panel one piece without seams; edges free of milling marks; colors to be selected; one inch panel thickness; 55 inch height; no sightlines at panel to panel joints; all stainless steel hardware, number 4 finish.

### **ELEVATORS**

Provide machine room-less gearless electric traction elevators; Basis of Design: Thyssen Krupp Elevator "Synergy Self-supported Machine Room-less Elevator".

Cab walls stainless steel, No. 4 satin finish; plastic laminate side and rear wall panels; LED downlights in metal pan ceiling; doors and frames stainless steel No. 4 finish; protection pads for these walls.

Car 1: 3,500 lb; front entrance; 3 stops.

Car 2: 4,500 lb; front entrance; 4 stops, minimum door opening 54".

### **PARKING GATES**

Lift arm gates and operators; Basis of Design: DoorKing Model 1601; battery back-up; card reader access; staff parking entrance.

### **PARKING GATES**

Cantilevered aluminum gate system; heavy duty framing, diagonal bracing; top truck and lower guides, ball bearing; Basis of Design: Ideal Aluminum, "203 Maine" pressed spear pickets at 4 inches o.c. to match ornamental metal fence; double gates at loading dock with solid ribbed aluminum facing for privacy with street side pickets, two 12 ft. x 8 ft.; double gates at staff parking, two 12 ft. x 8 ft.; single gate at vehicle compound, 24 ft. x 8 ft.; operators open and close gates with electric motor with manual override; provide remote activation from Rooms 1008, 1607 1613 and 1804; provide activation inside vehicle compound; when gate is closed it shall be impossible to move gate to the open position by manual operation; locking compatible with FDLE security access card system.

## **ORNAMENTAL METAL FENCE**

Basis of Design: Ideal Aluminum Products, "203 Maine" pressed spear; aluminum; 2.5 x 2.5 inch posts with .075 inch walls; .75 x .75 x .062 inch pickets at 4" o.c.; 8 ft. tall; black PVDF powder coat; 4 ft. x 8 ft. swing gate, lockable with card access control; locate around staff parking lot.

## **FLOOR MATS**

Surface mounted floor frame grid and tread assemblies; recessed floor slab; Basis of Design: Construction Specialties c/s Pedisystem, Helix Z 2" tapered angle frame; 8x8 ft. at each building entry. Also refer to I. General Building Requirements, Section 12. H.

ALTERNATE: Basis of Design: American Floor Mats "Super Berber"; Carpet tiles in recessed area.

## **HORIZONTAL LOUVER BLINDS**

Horizontal slot louver blinds at all exterior windows; Basis of Design: Levolor, Monaco with top lock cord. Also refer to I. General Building Requirements, Section 12. J.

### PROJECTION SCREENS

Ceiling recessed front projection screens, electrically operated; Basis of Design: Draper, Inc.: Access V; matt white XT1000V, 180 degree viewing cone; 16:10 format; (3) 165" diagonal, 140"x 87 ½" with 24" black drop on top; (3) at Training. Native resolution of 1920x1200 (WUXGA) at a brightness of 5000 ANSI lumens.

## **FLAGPOLES**

Clear anodized aluminum flagpoles with flags; Basis of Design: The Flagpole Warehouse, ECH30 satin; internal halyard; 30 ft. height above grade; 6" base diameter; 3 ½" top diameter; ground sleeve; comply with Florida Building Code wind loads; (2) at main building entrance.

# **OPERABLE PANEL PARTITIONS**

Folding paired panel acoustic partition; ceiling track; manual operation; Basis of Design: Hufcor, Series 642; 4" thick; Class "A' frames; floor to ceiling; 52 STC; (2) in Training.

### **SECURE ROOM**

A secure room built to Department of Homeland and Security (DHS) specifications and over-sight requirements to meet DHS certification/accreditation standards. The following list identifies materials that have been required at other secure facilities. Other general items may be required in accordance with the requirements of this project.

- 1) Sound Batt Wall Filler; 3-1/2 inch, Rock Wool/Mineral Wool
- 2) Gypsum Wall Board; Standard; 5/8 inch thick

ITN 710:0268 Page 49 of 148 Lease Effective Date: 10/01/2022

- 3) Sealant (acoustical and/or "fire stop")
- 4) Internal Duct Barrier; ½ Smooth Rebar
- 5) Acoustical Z-Duct Transitions; Z-boot
- 6) All wire and cable run in overhead spaces must be plenum rated
- 7) Constructed for a minimum sound attenuation level of Sound Transmission Class 50 (STC-50)
- 8) Entrance door Lockmasters STC 50 Door and LKM10K Lock series, model KABA MAS X10

#### STANDARD METAL LOCKERS

Metal locker units; wood benches; Basis of Design: AMP Heavy Duty Ventilated Wardrobe Lockers and Box Lockers; 4" metal base and sloped metal top; keyless security LLC "Mechanical Combination Lock Model 1A" with master key, diamond perforated ventilation, conventional quiet operation.

SIZES

A. Room: Fitness, Women's Locker

Width: 12 inches.
Depth: 24 inches.
Height: 36 inches.

Configuration: 8 wide, 2 high with equal width side closures.

Bench: 1x4 ft.

B. Room: Fitness, Men's Lockers

Width: 12 inches.

Depth: 24 inches.

Height: 36 inches.

Configuration: 8 wide, 2 high with equal width side closures.

Bench: 1x4 ft. Room: Crime Scene Lockers

Width: 20 inches.

Depth: 24 inches.

Height: 84 inches.

Configuration: 5 wide, 1 high with equal width side closures.

Shelf Height: 5'-6"
Coat Rod Height: 5'-2"
Bench: 1x4 ft.

# **VISUAL DISPLAY BOARDS**

Glass boards; Basis of Design: Platinum Visual Systems; low iron (Starphire),  $\chi$ " thick, tempered glass; s.s. standoffs. FDLE will purchase display boards. The lessor will be required to provide adequate blocking for mounting of display boards.

## SCHEDULE:

C..

1. Shared Facilities: Multi-Purpose Rooms

Two each 16'-0" x 4'-0" H

2. Investigations: Fusion Center: Collaboration Investigations: Cyber Crime: Collaboration Investigations: Organized Crime: Collaboration Investigations: Domestic Security: Collaboration Investigations: Major Cases: Collaboration

Administration: Conference Business Office: Collaboration One each 10'-0" x 4'-0" H

### **INTERIOR SIGNAGE**

Engraved, laminated colored, plastic signs; Basis of Design: Best Sign Systems; raised and Braille characters; 1/8 inch thick; letters 5/8" high; square edges; Optima font with Grade 2 Braille; center justified; concealed mounting hardware.

LOCATIONS:

Room Number (each room) 3"x 8"

Raised Text, Number and Characters (restrooms) 8"x 8"

### WIRE MESH PARTITIONS

Wire mesh wall system and gates; Basis of Design: Acorn Wire and Iron Works, Product 135; 6 ga. wire screen; 2x2 inch mesh; diamond design; black powder coat paint; 3'-6" x 7'0" gate with card reader access; locking hardware; full height floor to underside of structure; locate at Evidence Vault to separate general evidence and forensic evidence, at Warehouse mezzanine, and at Warehouse to separate storage and tech shop area.

## **WALL GUARDS**

Wall guard systems; Basis of Design: IPC "1500 Wall Guard"; 5" height, 1" thickness, inner impact bumper 1-7/8" high; vinyl with impact modifiers with continuous aluminum retainer .080 thick; end caps, inside corners and outside corners of injection molded thermoplastics; smooth black finish at reveals; concealed fasteners; pebble texture surface; color to be selected.

LOCATIONS: All corridors.

## **BULLET RESISTANT EQUIPMENT**

Manufacturers include Armortex, Global Security Glazing, Creative Industries, US Bullet Proofing. Bullet resistant glazing is glass clad polycarbonate; UL 752 Level 8; minimum 2-3/8" thick; aluminum U-Channels designed to secure glass in place. Bullet resistant deal trays are non-ricochet; UL 752 Level 8; stainless steel, No. 4 finish.

Bullet resistant communicators are counter mount with dynamic noise reduction, voice activation, duplex communication, and background noise level monitoring.

Two each 3x5 ft glass panels, deal trays and communicators. One 5x5 ft fixed window; one 2x5 ft fixed window. Align frames with door.

### **BULLET RESISTANT FIBERGLASS SHEETS**

Bullet resistant fiberglass sheet for use in bullet resistant walls; Basis of Design: Armortex; multiple layers of woven ballistic grade fiberglass cloth impregnated with thermoset polyester resin and compressed into flat rigid sheets; include controlled internal delaminating to permit capture of penetrating projectiles; Ballistic Levels 3 and 8, UL 752; 1 hr. fire rating. Assume approximately 1320 square feet of Level 8 and 630 square feet of Level 3.

## **BULLET RESISTANT WOOD DOORS**

Bullet resistant wood doors and steel frame assemblies; Basis of Design: Armortex; wood species and finish to match standard wood doors; achieve UL 752 Level 3 and Level 8 ballistic protection; solid core wood doors with bullet resistant composite core factory hung in steel frames with aluminum continuous gear type hinges; frames of 16 gage steel lined with bullet resistant composite to match wood doors ballistic Level 3 or Level 8. Assume approximately five (5) Level 8 leafs and one (1) Level 3 leaf. Each leaf is 3'-0"X 8'-0".

## **METAL EVIDENCE LOCKERS**

Welded structural steel construction; Basis of Design: Space Saver Corporation; non-pass through; minimum 18 ga. steel; push button locking, dead bolt style, conform to owner's card swipe security system; colors to be selected.

### **METAL SHELVING**

Basis of Design: Penco Products Inc, "Rivetrite Boltless Shelving"; cold rolled steel; rivet/ keyhole rigid locking design; double rivet heavy duty angle beam; plywood shelf decking; baked enamel finish.

### LOCATIONS:

Evidence Vault (General) (15) 24"D x 60"W x 120"H Evidence Vault (Forensics) (12) 24"D x 60"W x 120"H Warehouse Storage (41) 18"D x 48"W x 84"H

# **MOBILE STORAGE/ SHELVING UNITS**

Mechanically assisted, carriage mounted high-density mobile storage units, support rails and installation; units capable of being moved by maximum horizontal force of 5 pounds on operating wheel; Basis of Design: Spacesaver Corporation.

**EVIDENCE VAULT:** 

Fixed Units: Five (5) Nominal 2.0 D x 4.0 H feet

One (1) Nominal 2.0 D x 3.5 H feet Five (5) Nominal 2.5 D x 4.0 H feet One (1) Nominal 2.5 D x 3.5 H feet Thirty (20) Nominal 2.0 D x 4.0 H feet

Movable Units: Thirty (30) Nominal 2.0 D x 4.0 H feet

Six (6) Nominal 2.0 D x 3.5 H feet

Clear Shelf Height: Three (3) Nominal 20 inches/ unit

One (1) Nominal 23 inches/ unit

Overall Size: 23.5 x 20.25 feet
Overall Height: 96 inches max.

FILE ROOM:

GROUP A:

Fixed Units: Five (5) Nominal 1.0 x 3.5 feet

Movable Units: Fifty (50) Nominal 2.0 x 3.5 feet

Clear Shelf Height: Six (6) Nominal 10 inches/ unit

One (1) Nominal 11 inches/ unit

Three vertical dividers per shelf

Overall Size: 18.25 x 26.5 feet
Overall Height: 90 inches max.

**GROUP B:** 

Fixed Units: Three (3) Nominal 1.0 x 2.5 feet

One (1) Nominal 1.0 x 4.0 feet

Movable Units: Fifteen (15) Nominal 2.0 x 2.5 feet

Five (5) Nominal 2.0 x 4.0 feet

Clear Shelf Height: Six (6) Nominal 10 inches/ unit

One (1) Nominal 11 inches/ unit Three vertical dividers per shelf

Overall Size: 11.5 x 14.0 feet Overall Height: 90 inches max.

## **RELATED ITEMS STORAGE:**

Fixed Units: Two (2) Nominal 2.25 x 4.0 feet
Movable Units: Eighteen (18) Nominal 2.25 x 4.0 feet

ITN 710:0268 Page 52 of 148 Lease Effective Date: 10/01/2022

Clear Shelf Height: Six (6) Nominal 13 inches/ unit

Overall Size: 8.0 x 26.75 feet Overall Height: 90 inches max.

### INSULATED ROLLING SERVICE DOOR

Electric operated overhead insulated rolling doors; Basis of Design: Cornell Cookson, Model ESD20; withstand live loads and dead loads; minimum R-valve of 8.0; STC of 32 for curtain and 22 for entire assembly; curtain of galvanized steel, minimum 24 gauge; end locks; zirconium treated metal with baked on polyester powder coat, minimum 2.5 mils thick, inside and out; weatherproofing; surface mounted controls, "Open/ Close/ Stop"; automatic reversing by automatic sensing switch with neoprene astragal full width of door; (6) at 12 ft w. x 16 ft. h.

## **VEHICLE LIFTS**

Light duty vehicle lifts including safety equipment, controls and accessories; 10,000 lb. capacity; asymmetric two post surface mounted frame contact lifts; Basis of Design: Rotary Lifts, SPOA 10 Series 3 stage arm, TRIO configuration; Automotive Lift Institute ETL certified; one each in Crime Scene and Warehouse.

## **COILING COUNTER SHUTTER**

Electric operated overhead rolling counter shutter; Basis of Design: Cornell Cookson; 22 gauge stainless steel slats, 26 gauge stainless steel hood; stainless steel guides; end locks with provision for keyed cylinder interior mounted; (1) 4ft x 4ft at Evidence Intake Transfer Station.

#### INTERIOR SLIDING PASS WINDOWS

Frameless interior pass-through sliding glass service windows; Basis of Design: C.R. Laurence "Sharyn"; extruded aluminum header track, satin anodized; ¼" thick tempered glass with top hung ball bearing rollers; keyed locks; 3'-6" w. x 5'-0" h. equal fixed and operable panels to permit a 3'-6" w. opening; (4) at Evidence Intake CLT (8 glass panels total).

## **SOUND TRANSMISSION**

The acoustics of the programs offices, employee areas and interview areas shall be sufficient to maintain confidentiality. Every effort should be taken to ensure noise levels permit high levels of privacy. Office design will factor in the sound levels within the office space and determine where office noise reduction materials are needed. Office noise reduction requires the use of absorptive materials (minimum 1.5" - 2" thickness ceiling baffles/tiles) and sound masking (white noise masking system located in the ceiling throughout the facility) to reduce sound levels within office space will be installed at the Lessor's expense. The lobby and employee area shall have separate zones and be adjustable by the supervisor. The adjustment of the sound masking system shall be done and at the contractors expense (post space occupation) a maximum of two times. Perimeter walls for secured evidence rooms, secured file Rooms and communications rooms shall extend beyond ceiling to roof or next floor or have a drywall type ceiling with a hard coat of plaster to prevent access from adjoining areas.

<u>ITN 710:0268</u> Page 53 of 148 Lease Effective Date: 10/01/2022

**LIST OF FINISHES:** Sealed Concrete: Base: SC-1 Manuf: TBD B-1 Manuf: Johnsonite Color: TBD Color: TBD Location: See Schedule Type: 4" Cove SC-2 Manuf: TBD Location: Throughout Color: TBD B-2: Manuf: To Match PT-1 Location: TBD Color: TBD Ceiling: Size: 6" ACT-1 Manuf: Armstrong Location: At PT-1 Flooring Product: Ultima Square Lay In Manuf: To Match PT-3 Size: 2' x 2' B-3: Color: TBD Color: White Size: 6" Grid: 15/16 System Location: At PT-2 Flooring Location: General Ceiling Carpet: ACT-2 Manuf: Armstrong CPT-1 Manuf: Shaw Contract Product: Ultima Tegular Size: 2' x 2' Product: Diffuse Tile Sample: X739Y-0 (Custom) Color: White Size: 24" x 24" Grid: 15/16 System Install Method: Quarter Turn Location: Lobby Location: General Carpet ESD Flooring: SDT-1 Manuf: TBD CPT-2 Manuf: Shaw Contract Product: TBD Product: ESD/ Anti Static Flooring Color: TBD Size: TBD Size: 24" x 24" Location: MDF & Server Rooms Install Method: Ashlar Hardware: Location: Conference Room Carpet HW-1 Manuf: Richelieu CPT-3 Manuf: Shaw Contract Product: 1076 Product: Color Form Tile 5T112 Size: 4.33 x 0.7 Color: Imply 81485 Finish: Brushed Alumnum #10 Size: 9" x 36" Location: All cabinet doors Install Method: Ashlar Luxury Vinyl Tile: Location: Blue Accent Carpet LVT-1 Manuf: Shaw Contract CPT-4 Manuf: Shaw Contract Product: TBD Product: Color Form Tile 5T112 Color: TBD Color: Pretend 81725 Size: TBD Size: 9" x 36" Location: See Finish Plans Install Method: Ashlar Plastic Laminate: Location: Yellow Accent Carpet PL-1 Manuf: Formica **Epoxy Flooring:** Color: TBD Grade B EF-1 Manuf: TBD Finish: TBD Product: TBD Location: Copy Cabinet Face PL-2 Color: TBD Manuf: Wilsonart Color: TBD Grade B Location: See Schedule **Epoxy Resin Counter Tops:** Finish: TBD ER-1 Manuf: Durcon Location: Copy Cabinet Top **Product: Epoxy Resin Worksurfaces** PL-3 Manuf: Formica Color: Black Onyx or Off White Color: TBD Grade B Location: Lab Work Tops Location: Break Cabinet PL-4 Manuf: Formica Color: TBD Grade C Location: Work Area Cabinet & Countertop

Page 54 of 148

ITN 710:0268

Lease Effective Date: 10/01/2022

PL-5	Manuf: Formica		Color: TBD
	Color: TBD Grade C		Location: Exposed Ceiling
	Location: Garage Cabinets	P-11	Manuf: Sherwin Williams
PL-6	Manuf: Formica		Color: TBD
	Color: TBD Grade B		Finish: Epoxy
	Location: Lab Cabinet Face		Location: Janitor/ Mech Rooms
PL-7	Manuf: Formica	Porcel	ain Tile:
	Color: TBD Grade B	PT-1	Manuf: TBD
	Finish: TBD		Color: TBD
	Location: Conference & Training Cabinet		Size: 12x24
PL-8	Manuf: Formica		Budget: \$8 s.f. material
	Color: TBD Grade B		Location: Entrance/ Hallway
	Location: Lockers	PT-2	Manuf: Wilsonart
Paint:			Color: TBD
	eneral Finish Notes for Paint Requirements		Size: 12x24
000	eneral i mon voces for i ame nequilements		Budget: \$8 s.f. material
P-1	Manuf: Sherwin Williams		Location: Restroom Floor Tile
	Color: TBD	PT-3	Manuf: TBD
	Finish: Eggshell/ Latex	113	Color: TBD
	Location: General Office & Open Office		Size: 12x24
P-2	Manuf: Sherwin Williams		Budget: \$8 s.f. material
1 2	Color: TBD		Location: Restroom Wall Tile
	Finish: Eggshell/ Latex	PT-4	Manuf: TBD
	Location: Blue Accent Walls	r 1 - <del>4</del>	Color: TBD
P-3	Manuf: Sherwin Williams		Size: 12x24
г-3	Color: TBD		Budget: \$10 s.f. material
	Finish: Eggshell/ Latex		Location: Lobby Wall Tile
	Location: Yellow Accent Walls	PT-5	Manuf: TBD
P-4	Manuf: Sherwin Williams	P1-5	Color: TBD
P-4			
	Color: TBD		Size: 6x24
	Finish: Semi Gloss/ Alkyd Enamel		Budget: \$10 s.f. material
٥.	Location: Door Frames	C did o	Location: Lobby Accent Wall Tile
P-5	Manuf: Sherwin Williams	·	Surface:
	Color: Ceiling White	SS-1	Manuf: Wilsonart Quartz Color: TBD (Grade
	Finish: Flat		B)
	Location: Ceiling/ Soffits		Location: Restroom Counter Tops
P-6	Manuf: Sherwin Williams	SS-2	Manuf: Wilsonart Quartz Color: TBD (Grade
	Color: TBD		B)
	Finish: Eggshell/ Latex		Location: Break Room Counter Tops
	Location: Accent Ceilings/ Soffits	SS-3	Manuf: Wilsonart Quartz Color: TBD (Grade
P-7	Manuf: Sherwin Williams		В)
	Color: TBD		Location: Knee Wall Cap; Biology 2100,
	Finish: Eggshell/ Latex		2118, 2117 & Chem 3102
	Location: Restroom Walls	SS-4	Manuf: Wilsonart Quartz Color: TBD (Grade
P-8	Manuf: Sherwin Williams		B)
	Color: TBD		Location: Lobby 1813
	Finish: Semi Gloss/ Latex		
	Location: Restroom Ceiling	SS-5	Manuf: Wilsonart Quartz Color: TBD (Grade
P-9	Manuf: Sherwin Williams		B)
	Color: TBD		Location: Conf/ Training Tops
	Location: Stair Handrails		
P-10	Manuf: Sherwin Williams		

SS-6 Manuf: Wilsonart Quartz Color: TBD (Grade

B)

Location: Labs Solid Surface not to be Epoxy

Resin

**Rubber Flooring:** 

R-1 Manuf: TBD Color: TBD

Size: 3/8" Sheet

Budget: \$4 s.f. material Location: Fitness Center

**Resin Floor:** 

R-1 Manuf: Stonhard Product: Stontec UTF

> Finish: TBD Color: TBD

Location: See Schedule

Note: Provide 4" Integral Base

**Transition:** 

ST-1 Manuf: Schluter

Product: Sheine

Color: Brushed Aluminum

Location: Transition between tile & carpet

### **FINISH NOTES:**

A. Details are diagrammatic and are intended to be used in conjunction with information as detailed, scheduled and/or specified elsewhere in the contract documents.

- B. Wherever carpet is scheduled below a door without a threshold, the contractor shall verify that sufficient clearance is available to accommodate actual carpet thickness.
- C. Clearances for U.L. label doors shall be within the limitations established by the authority having jurisdiction.
- D. Room numbers may not be in consecutive numbers or letters.
- E. See plans, drywall partition details and finish schedule for composition of finished wall at each door frame
- F. Where ceramic tile wall finish is scheduled do not include as part of the finish wall dimension. Abut tile to frame return at wall.
- G. All HM door frames to be painted P-4, semi-gloss enamel.
- H. All wall paint finishes to be eggshell satin; all general ceiling paint to be flat finish; restroom ceilings to be semi-gloss finish.
- I. All interior sides of exterior walls to be painted with permeable latex paint.
- J. Assume 9'0" ceiling height UON.
- K. Paints and coating used on the interior for the building shall comply with the following criteria:
  - 1. All interior wall paints not to exceed VOC content limits established in green seal standards GS-11; paints; current edition.
  - 2. Flats: 50 G/L
  - 3. Non-flats: 100 G/L
  - 4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: do not exceed the VOC content. Limit of 250 G/L established in green seal standard GC-11, anti-corrosive paints, current edition.

## **SEALANT NOTES:**

- A. To fill exposed cracks and voids where metal door frames, louvers and other metal fabrications are built into painted interior partitions (ALS).
- B. In interior joints at vertical and horizontal surfaces where exposed interior precast concrete adjoins millwork and/ or painted interior partitions and other similar locations to fill joints or junctures for painting (ALS).
- C. At built-in millwork and built-in equipment and accessories to fill joint or junctures at all adjacent construction (ALS).
- D. Between precast concrete, gypsum wall board and metal fabrications to fill cracks and joints for painting (ALS).

- E. Around mechanical and electrical equipment and grilles and registers built into painted finish partitions, and at ducts, pipes and conduit through wall where necessary to fill in voids for finishing (ALS).
- F. Other interior wall and ceiling non-moving joint locations specifically not to receive "caulk" or "sealant", except where elastomeric sealant is specified (ALS).
- G. Between pipes, plumbing fixtures, counter tops in toilet rooms, kitchens and break rooms and at ceramic tile (SSS).
- H. Provide fire stopping and smoke stopping at all penetrations as required by all applicable codes.

### **ROOM FINISHES: OFFICES FO**

Floor: CPT-1 Base: B-1 Walls: P-1 Ceiling: ACT-1

### **ROOM FINISHES: CONFERENCE RMS FC**

Floor: CPT-2, 4 Base: B-1 Walls: P-2 Ceiling: ACT-1

# **ROOM FINISHES: TRAINING FT**

Floor: CPT-2, 3 Base: B-1 Walls: P-2

Ceiling: ACT-1, GWB border

# **ROOM FINISHES: SUPPORT FS**

Floor: LVT-1 Base: B-1 Walls: P-1 Ceiling: ACT-1

# **ROOM FINISHES: LAB FL**

Floor: RF-1 Base: RF-1 Walls: P-1 Ceiling: ACT-1

### **ROOM FINISHES: RESTROOM FR**

Floor: PT-2 Base: B-3

Walls: PT-3/ PT-7 See Interior Elevations

Ceiling: GWB/ P-5

### **ROOM FINISHES: SERVER FSVR**

Floor: SDT-1 Base: B-1 Walls: P-1 Ceiling: ACT-1

## **ROOM FINISHES: UTILITY FU**

Floor: SC-1 Base: B-1 Walls: P-1

Ceiling: GWB P-5 at stairs. ACT-1 at Training Mechanical Room, Crime Scene Garage, and Shared Facilities Bio and Chem Waste.

Exposed at all others; P-10

### **ROOM FINISHES: EVIDENCE FE**

Floor: EF-1 Base: B-1 Walls: P-1

Ceiling: Exposed P-10 except ACT-1 at Evidence Receiving/ Storage/ Shipping

ITN 710:0268 Page 57 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA IV. STRUCTURAL REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

## **GENERAL**

The structural system of the operation center shall be designed to meet the requirements of the 2017 Florida Building Code. The building's lateral system shall be designed to accommodate design lateral loads as dictated by the code. Roof and floor design live loads shall also be in accordance with the referenced code.

There are both laboratory and office spaces in the program.

The structure shall be designed to the following minimum live loads:

Roof & canopies - 20 psf Stairs - 100 psf Floors (reducible) - 100 psf Corridors - 100 psf Lobbies - 100 psf Rain load (roof) - 35 psf

Mechanical - 100 psf or equipment weight

The floor system shall be designed to limit vibration in the laboratories due to vibration sensitive equipment. Minimum requirements are a Class A with Slow Walking Speed.

A Geotechnical Report that provides all the required information from FBC 2017 shall be obtained for the proposed site.

## **FOUNDATION SYSTEM**

Foundation system will be designed for the requirements of the FBC 2017 and be based on the recommendations of the Geotechnical Report.

## **SITE WALLS**

Site walls will be designed for the wind loads or earth pressure as required by the FBC 2017 and their foundations will be based on the recommendations of the Geotechnical Report.

## **DUMPSTER ENCLOSURE**

The dumpster enclosure shall be a slab on grade with minimum of 8" CMU walls on 3 sides. Provide a 12'Dx22'W (interior dimensions) with 8'H walls enclosure with full width gates.

### **FUTURE EXPANSION**

The design of the structure shall provide for the future expansion of approximately 6,000 square feet of lab space. If the expansion will be over roof area of the initial phase of construction, the framing shall be designed for the loads of the future expansion.

## **HIGH-BAY SPACES**

The Warehouse, Crime Scene Garage, and Training Center are high-bay (>20 feet clear to the underside of structure) and the framing shall be designed for this condition.

### **COMPOUND**

The Compound shall have a covered section that accommodates a minimum of four (4) of the FDLE vehicles. Approximate dimensions of 40 feet by 20 feet.

ITN 710:0268 Page 58 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA V. MECHANICAL REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

The mechanical system will be provided and installed to meet the following codes and standards:

- 2017 Florida Building Code Mechanical
- 2017 Florida Building Code Energy
- AHRI Standard 410 & 430
- AMCA Standards 211 and 311
- ASHRAE Standard 62.1 & 90.1
- NFPA 90A
- SMACNA HVAC Duct Construction Standards

Lessor agrees to furnish to Lessee all heating and air conditioning services and to maintain all equipment in a satisfactory operating condition. All costs associated with the equipment, supplies and maintenance will be the responsibility of the Lessor.

## AIR HANDLING SYSTEMS

Air conditioning systems will be provided that maintain the following indoor air conditions:

Space	Mode	Conditions
General	Cooling	75°F/ 50%
		RH
	Heating	72°F
Server Rooms	Cooling	72°F/
		55%RH
Mechanical/	Cooling	80°F/
Electrical		40%RH

The AHU systems will be zoned where spaces with similar functions and schedules are served by the same unit. The entire mechanical systems serving critical spaces will be served by emergency standby power. Recommended zoning and standby power requirements are listed below:

Unit	Areas Served	Standby Power
1	Administration, Business, Evidence Intake, Squads	No
2	Server Rooms, MDF ,Evidence Vault, Evidence Storage Rooms, Biology, Chemistry, Latent Prints & Questioned Documents	Yes
3	Crime Scene	Yes
4	Warehouse	Yes
5	Training Facility/EOC	Yes

The AHU system will be single duct, variable air volume with space reheat at air terminal devices. The AHUs serving the Biology and Chemistry labs should be provided with redundancy with multiple supply fans. Sound attenuation devices should be provided at the inlet and discharge of units to minimize noise transmitted to the spaces.

ITN 710:0268 Page 59 of 148 Lease Effective Date: 10/01/2022

Provide a fan coil or AC unit to condition each Server Room. These spaces will be provided with redundancy by being served also by the house AHU.

The duct distribution system will be constructed in accordance with SMACNA Standards for appropriate pressure class. Ductwork will be sealed to meet SMACNA Seal Class A and limit ductwork leakage. Supply, return and general exhaust ductwork to be galvanized steel construction. Return air system to be ducted from spaces to AHU. Fume exhaust ductwork to be welded stainless steel construction.

Provide general exhaust systems to serve restrooms, garages, evidence storage rooms and janitor closets. Multiple fans may be provided to minimize duct run through the building.

Provide general and fume exhaust systems for laboratory spaces. Lab hoods will be designed to maintain a face velocity of 80-100 fpm. Air supplied to spaces with fume hoods will be exhausted to the outdoors and not recirculated to the AHU. The manifolded fume and general exhaust ductwork will be routed to a dedicated fan system. The system will be provided with redundant fan(s).

THIS SPACE INTENTIONALLY LEFT BLANK

ITN 710:0268 Page 60 of 148 Lease Effective Date: 10/01/2022

# **FUME HOODS**

The lab hoods are to be provided according to the following schedule:

JBACK	VENTURI H70 H70	W SS III	E E VERTURI SS SS H70 SS SS SS SS H70 SS SS SS SS H70 SS SS SS SS SS H70 SS	의 기계 (제 기계	15,01 P 2 48 A  CS,01 1 48 A  CS,01 2 38 S  CS,01 2 38 S  STANLESS STEEL (TYPE 304)  SS STANLESS STEEL (TYPE 304)	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	13,01,08 (3,01) (3,01) (3,01) (3,01) (3,01) (3,01) (4,01) (5,01)	a a z z	P1(2)	22 0.15 P1(2) 22 0.10 P1(2) 22 0.10 P1(2) 22 0.10 P1(2) 24 0.15 P1(2) 25 0.15 P1(2) 26 0.15 P1(2) 27 0.15 P1(2) 28 0.15 P1(2) 37 0.15 P1(2) 38 0.15 P1(2) 38 0.15 P1(2) 38 0.15 P1(2) 39 0.15 P1(2) 39 0.15 P1(2) 30	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	(2) 17-15118 (2) 17-15118 (1-15118	8 4 8 8	10.75 2 . 80 10.75 2 . 80 10.75 2 . 80 10.75 2 . 80 10.76 2 . 80 10.78 P. 80 1	94 94 94 18LEF FACEFFACES 18DE FRONTY PRONT FERNING	10.75 2	10.75 2 10.75 2 10.75 2 10.75 2 10.75 2 10.76 2 10.76 2 10.76 2 10.77 20 10.77 20 10.77 10	4 10.75 4 10.75 4 10.75 4 10.75 13 1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	8 V 8 W VERTICAL V VERTICAL		B, FP, VAV	N N - 0	34TO 10 CHEMICAL PROCESSING 3-11 CHEMICAL PROCESSING 3-12TO 13 POWDER 3-14TO 15 POWDER 4-14TO 1-15ELLGEND 8-14TO 1-15ELLGEND 8-14TO 1-15ELLGEND 9-14TO 1-15ELLGEND 10-14TO 1-15ELLGEND 10-1	3-8 TO 10 3-11 3-12 TO 13 3-14 TO 16 3-14 TO 16 NOTES: (1) HOOD I' B HL OHC FP OV VAV
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	H07 VENTURI	m m	m m	ST	8 8			· E		0.05	12	11-15/16	380	. 8	100	. 2	10.5	٠ .		8 8	< 0	4 4	B, CHC, CV B, CHC, CV		MAIL ROOM TEMPORARY EVIDENCE	ಪ ಸ
BASIS OF REMARKS DESIGN MODEL BASIS OF DEI KEWAUNEE VENTURI		TOP NATERIAL (NOTE 5)	MATERIAL (NOTE 5)	TYPE (NOTE 4)	NO. LENGTH (IN) 1 48	- NO.		LIGHTING PIPING (NOTE3) (NOTE3)	POWER (NOTE 3)	STATIC PRESSURE (IN WG) 0.15	SIZE (N)	AIRFLOW COLLAR 8 (CFM) (IN) 430 11-15/16	(CFM)	VERTICAL HORIZONTAL ARFLOW COLLAR SASH SASH (FPM) (CFM) (N)  84 - 430 11-1516	VERTICAL H SASH (FPM)	NO. OF TRACKS	PANEL WIDTH (IN)	· NO.	OPERATING SASHES NO. PAKEL HEIGHT NO. WIDTH (N) (N)		H TYPE (NOTE 2)	WIDTH (FT)	(NOTE 1) B, CHC, VAV	_	EVIDENCE VAULT	五

UME HOODS

#### CHILLED AND HEATING HOT WATER SYSTEMS

Provide central primary cooling and heating systems to serve the AHUs, zone terminal units and fan coil units. The chilled water system should be provided with minimum 75% redundancy with multiple chillers and pumps. The air or water cooled chillers will be designed for 42°F supply water temperature and minimum 14°F temperature differential.

The heating hot water system should be provided with minimum 50% redundancy with multiple boilers and pumps. The natural gas fired condensing boilers will be designed for 140°F supply water temperature and minimum 20°F temperature differential.

### **CONTROL SYSTEM**

Mechanical systems will be controlled and monitored through a Direct Digital Control (DDC) Building Automation System (BAS). Electric actuation will be utilized for all valves and dampers. All control panels and DDC controllers will operate on emergency power.

Components of the electrical and piping systems will be integrated into the BAS, including: the generator, power meters, domestic hot water system and cylinder gas system.

The BAS will be capable of communicating with the landlord, designated maintenance vendor and FDLE staff designee.

## **TEST, ADJUST AND BALANCE**

Prior to occupancy, the entire air and water distribution systems shall be inspected, calibrated, tested and balanced by a licensed mechanical contractor. A copy of the inspection report shall be provided to the Lessee. TAB Contractor to be members of Associated Air Balance Council (AABC) or National Environmental Balancing Bureau (NEBB). Instruments used for measurement shall be calibrated in accordance with requirements of NEBB or AABC Standards.

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.

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ITN 710:0268 Page 62 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA VI. PIPING AND FIRE PROTECTION REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

## **PLUMBING**

# **Storm Drainage**

Storm drainage, both primary and secondary will be provided to meet the 100-year rainfall criteria and all applicable codes. The storm drain piping material will be cast iron pipe with no-hub heavy duty couplings comprising the joints above grade and hub and spigot below grade. Joint restraints will be installed for fittings 6" and larger. All aboveground storm piping will be insulated with closed-cell elastomeric insulation. The discharge of the storm piping must be coordinated with the Civil Engineer to verify the site storm system has the capacity for the building system.

## **Sanitary Waste and Vent**

Waste from plumbing fixtures and equipment will be collected and discharged to the sanitary waste. Sanitary waste will be routed outside the building and discharged into the site sanitary sewer system. A sanitary vent system will be designed to allow for proper flow in the sanitary drain system. Piping will be schedule 40 PVC plastic with solvent cemented joints. All floor drain associated with this system will have electric type trap primers. Use cast iron pipe if in plenum return spaces.

Laboratory Chemical Listing to be provided to Architect for permitting purposes.

# **Clearwater Waste and Vent**

The condensate from air handlers and other equipment discharging uncontaminated water will be collected and piped to outside the building where it will discharge into an intake structure on the site storm drainage system. Piping will be schedule 40 PVC plastic with solvent cemented joints. All aboveground clear water piping will be insulated with closed-cell elastomeric insulation.

## **Laboratory Waste and Vent**

Plumbing fixtures in laboratories and laboratory support spaces will be provided with a drainage system separate from the sanitary drainage system. Laboratory sinks will have individual neutralizing traps at each fixture. The laboratory waste system will drain by gravity to exit the building at a single location and then connect to the site sanitary sewer. Locate the lab waste discharge where a central neutralizing system could be installed in the future (if required) on site. Piping will be either polypropylene or schedule 80 CPVC.

### **Domestic Water**

Domestic water will be provided to all toilet room fixtures, electric water coolers, sinks, emergency shower/eyewash units, ice makers and refrigerators as well as any other devices and fixtures that require a domestic water supply. Hot water at 115°F will be provided to all fixtures and equipment requiring hot water. Domestic water with reduced pressure backflow preventer will supply the Lab water system and Deionized water system.

ITN 710:0268 Page 63 of 148 Lease Effective Date: 10/01/2022

A variable speed domestic water booster pump package will be utilized to increase the pressure of the water systems in the building. Cold and hot (115°F) potable water will be supplied to the plumbing fixtures and equipment but hot water will not be furnished to the emergency showers/eye wash stations. Hot water will be generated by two gas-fired storage heaters. Hot water temperatures will be maintained throughout the distribution system by pumped circulation. Booster water heaters will be provided on equipment, which have water temperature requirements above the normal distribution temperature.

The hot and cold water piping will be insulated in accordance with Code. The cold water system will be insulated to prevent condensation from forming and damaging adjacent equipment and finishes.

Isolation valves will be provided on the hot and cold water piping for each restroom, at all branch piping runouts to fixture groups, at fixtures requiring maintenance, and at laboratory (including all gases). Water hammer arrestors will be provided at all solenoid valves and at other potential water hammer sources

All plumbing fixtures will be new products. Plumbing fixtures designated as barrier-free will be manufactured and installed in accordance with local, state and federal accessibility requirements.

Fixtures will be provided as follows:

### 1. Restroom Fixtures

- a. Water closets will be wall hung, vitreous china, with elongated bowls. Flush valves will be diaphragm type, sensor operated, 1.28 gallon per flush.
- b. Urinals will be wall hung, vitreous china. Flush valves will be diaphragm type, sensor operated and 1.0 pint per flush.
- c. Lavatories will be vitreous china. Faucets will be hot and cold with thermostatic mixing valve with ASSE 1022 listing, sensor operated, 0.5 gpm flow control. A recessed cold water hose bibb to be installed in each restroom under the lavatories.

## 2. Sinks

- a. Sinks will be countertop mounted stainless steel. Faucets will be hot and cold mixing type, 0.5 gpm flow control.
- b. Sinks in break rooms will be fitted with garbage disposals.
- c. Laboratory sinks will be integral with casework. Faucets will be supplied with the casework and installed by the plumbing contractor.
- d. Janitor sinks will be floor mounted, precast terrazzo, drop front, with stainless steel splash panels. Faucets will be hot and cold mixing type with hose connections and vacuum breakers.

### 3. Showers

- a. Fixtures will have built-up ceramic tile walls and floors with floors drains with pressure balanced shower valves and 1.25 gpm shower heads.
- b. Barrier-free showers will also have with hand spray with hose adjustable and adjustable wall bar.

### 4. Electric Water Coolers

a. Units will be wall mounted, self-contained, dual level with bottle filler, sensor operated, with stainless steel cabinet enclosure and disposable activated carbon water filters.

ITN 710:0268 Page 64 of 148 Lease Effective Date: 10/01/2022

## 5. Hose Bibbs

- a. Exterior hose bibbs will be recessed, non-freeze type, with vacuum breakers and loose key operators less than 100 feet on center.
- b. Mechanical rooms, Warehouse and Crime Scene hose bibbs will be surface mounted, with vacuum breakers. A non-freeze hose bibb is required in the compound.

# 6. Emergency Stations

- a. Emergency showers and eyewashes located in finished spaces will be floor mounted combination stanchion type eyewash/shower with pull handle operator.
- b. Exposed piping will be brushed stainless steel.
- c. The fixtures will comply with ANSI Z358.1.
- d. Floor drains will be provided at all the emergency showers and the trap seal to be maintained by electric trap primer.
- e. Emergency eyewash units in the labs will be provided by the casework contractor and installed by the contractor.
- f. Emergency showers and eyewashes located in unfinished spaces (i.e. the boiler room) will be combination shower eyewash units with floor mounting flanges.

# 7. Refrigerated Hi/Low ADA Water Coolers and Bottle Filler

- a. The number and location of which will be determined by local building code. Provide at least one per floor immediately adjacent to restrooms. The Agency requires water fountains with drinking fountains that include a bottle-filling station.
- b. 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.
- c. 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 net copper level, the Agency may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaces 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.
- d. Note: Drinking fountains must meet the requirements of ADA/ANSI Standard A117.11980, Specifications for Making Buildings and Facilities Accessible to and usable by physically handicapped people.

ITN 710:0268 Page 65 of 148 Lease Effective Date: 10/01/2022

## **Laboratory Water**

Laboratory water will be supplied from the building domestic water system and separated by a backflow preventor. Laboratory water will be provided to all fixtures and equipment located in the laboratory and support areas. Laboratory hot water will be generated by natural gas heater independent of the restroom fixtures. Hot water at 115°F will be provided to all laboratory fixtures and equipment requiring hot water. Individual booster heaters will be provided for equipment requiring higher water temperatures. All sinks and equipment located in laboratories and lab support spaces, that require water, including the high purity water system, will be supplied from, a dedicated water system that is completely separate from the domestic water system. The laboratory water system will be isolated from the domestic water system by (duplex) reduced pressure backflow preventers. Vacuum breakers will be installed for all faucets at laboratory sinks and equipment connections will be individually protected. Isolation valves (ball type) must be provided for the lab cold and hot water piping for each individual laboratory.

Deionized (DI) water will be produced utilizing anion and cation exchange cylinders, water softener, and mixed bed deionizers and prefilter and final filters as required to produce 10 meg water and circulated through the system utilizing a duplex pump system and storage tank. Deionized water will be distributed utilizing high purity PVC low Extractable (LXT) pipe and fittings as manufactured by Havel.

### **Natural Gas**

Supply natural gas (14" wg) to boilers and domestic water heaters. Piping will be schedule 40 black steel with threaded joints, except 2-1/2" and larger will have welded joints.

# **Laboratory Compressed Air**

Compressed air will be delivered to the laboratories at 80 psig. The air compressor will be duplex, reciprocating, oil less, two stage. The air dryer will be duplex, refrigerated, non-cycling. Piping will be oxygenclean type L copper with brazed (nitrogen purge) joints.

Isolation valves (ball type) must be provided for the lab compressed air and vacuum piping for each individual laboratory.

## **Laboratory Vacuum**

Laboratory vacuum will be provided to the laboratory spaces at 18" of mercury. Vacuum pumps will be duplex pumps with receiver. Piping will be type "L" copper with soldered joints.

## Compressed Air (Garage)

Compressed air will be distributed at 100 psig to branches throughout the garage area. Each branch will terminate in a pressure regulating valve and a quick connect. The air compressor will be duplex, reciprocating, two stage unit. Piping will be type L copper with soldered joints.

## **Cylinder Gases**

The cylinder gas systems for the laboratories will originate in cylinder gas rooms located adjacent to the loading dock. There will be two separate rooms, one for the hydrogen gas and the other room will house helium and nitrogen. The cylinder gases must not be visible from adjacent property.

ITN 710:0268 Page 66 of 148 Lease Effective Date: 10/01/2022

The hydrogen room will be built to explosion resistant standards. The room will require high and low openings for ventilation. In lieu of a room, the cylinder can be located on the dock to allow natural ventilation if they are protected from possible damage and not visible from adjacent property.

The hydrogen piping material will be 30 series stainless steel. Piping routed exterior or interior to the building shall be run exposed and protected from possible damage. Exterior wall penetrations will be sleeved. Interior piping can penetrate walls, as long as it is perpendicular to the wall. Pipe joints, valves, etc. will be held to a minimum and shall be routed such that visual inspection is possible. The hydrogen piping detection and alarms shall be designed to meet the requirements in the 2009 International Fuel Gas Code.

The gas manifolds will be automatic. Six (6) bottle tanks will be connected to a manifold. When three (3) tanks are depleted, the Building Automation System (BAS) will send an alarm to notify the facility manager or FDLE to order new tanks.

Helium and nitrogen piping will be oxygen-clean type L copper with brazed (nitrogen purge) joints. Isolation valves will be located at each wing of the laboratory floor. Provide shutoff gas valves for all gas piping for each individual room served. Shutoff gas cocks will be the termination point of all piping legs. The gas cocks will be furnished by the casework manufacturer and installed by the plumbing contractor.

All gases for the laboratories shall have shut off valves at the entrance to each individual lab.

### **FIRE PROTECTION**

### **Fire Service**

Fire protection water supply will require a 8-inch diameter pipe capable of 750 gpm. Piping will be class 52 ductile iron with cement lining and mechanical joints.

# **Fire Pump**

A fire pump may be required for this project. Based on the hydrant flow test, the fire protection mains will be sized to ensure adequate building pressure.

# Standpipe System

Manual, wet, Class I standpipes will be provided if required by the Florida Fire Code or Florida building Code.

## **Automatic Wet Sprinkler System**

Full sprinkler protection will be provided for the entire building. Mechanical and Laboratory spaces will be Ordinary Hazard, Group 1. Office spaces will be Light Hazard. The Hydrogen Storage room will be Extra Hazard, Group 2.

Piping will be schedule 40 black steel with threaded joints, except 2-1/2" and larger will be schedule 10 black steel with shop welded or roll grooved joints. A Siamese connection and exterior shut off valve for each building must be provided.

## **Clean Agent Fire Extinguishing System**

The clean agent fire protection must serve the server rooms, MDF, IDFs and all evidence vaults and storage rooms. The clean agent system will comply with NFPA 2001. The system will be designed to discharge automatically with an approved fire detection system (zone smoke detectors) or manual pull stations. The

ITN 710:0268 Page 67 of 148 Lease Effective Date: 10/01/2022

system will be designed complete with discharge nozzles, piping, storage containers, liquid level indicator, status panel with extra contacts, pull stations, abort buttons, countdown timer and the appropriate warning/caution signage. The clean agent system will also utilize audible and visual alarms.

In addition to the clean agent systems, a double interlocked pre-action sprinkler system or systems will be required for these rooms.

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ITN 710:0268 Page 68 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA VII. ELECTRICAL REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

#### **GENERAL**

All electrical equipment sizes and ratings mentioned in this section are based on the previous design of this project. Sizes may need to be adjusted based on any new program requirements incorporated under the Invitation to Negotiate (ITN) Process.

## **Normal Power Service Entrance Equipment**

The main service entrance switchboard to be a 3000A main switchboard, UL 891 listed. The main service entrance switchboard enclosure to be free-standing (90" high), front accessible only, front and rear aligned. The switchboard shall incorporate fixed mounted circuit breakers. The main circuit breaker will be individually mounted. All circuit breakers to have full interrupting capacity. An electronic power meter connected for cold sequence metering to be provided for the main switchboard and each ATS branch. The electronic power meter will be provided with a communication interface to the Building Automation System.

Branch circuit electrical panels for laboratory spaces to be in corridor just outside of lab area that the panel is serving.

## **Essential Electrical System**

The essential electrical system shall be divided into three sub-systems to comply with National Electrical Code (NEC) 2014 requirements. The will be fed via three (3) separate automatic transfer switches (ATS). The three sub-systems to be labeled as follows:

- 1. Emergency System Branch (Life Safety Loads)
  - a. 260A ATS, 4-pole, 480Y/277V with Bypass/isolation switch for Maintenance.
- 2. Optional Standby Branch #1 (Selective HVAC Equipment & UPS #1 loads)
  - a. 1200A ATS, 4-pole, 480Y/277V with Bypass/isolation switch for Maintenance.
- 3. Optional Standby System #2 (Selective Lab Equipment & UPS #2 loads)
  - a. 600A ATS, 4-pole, 480Y/277V with Bypass/isolation switch for Maintenance.
- 4. Generator to Generator ATS for Redundancy of Emergency Branch System (Life Safety Loads)
  - a. 260A ATS, 480Y/277V, 4-pole, 480Y/277V with Bypass/isolation switch for Maintenance.

## The Essential Electrical System (Sequence of Operation)

The Essential Electrical System will consist of two (2) emergency generators. Generator #1 will serve all electrical loads on the Essential Electrical System (Emergency (Life Safety), Optional #1, and Optional #2 branches). Generator #2 will provide redundancy for the Emergency System Branch (Life Safety). The emergency system branch (life safety) will be connected via a generator to generator ATS for Redundancy of Emergency Branch System (Life Safety Loads). This branch will be connected to generator #1, when generator #1 is offline the generator to generator ATS will transfer this branch to generator #2. Optional Stand-By Branch System #1 & Optional Stand-By Branch System #2 will be fed from Generator #1 and will not have any

ITN 710:0268 Page 69 of 148 Lease Effective Date: 10/01/2022

# All ATS's will have a Bypass/isolation switch for Maintenance

- 1. Dual-source enclosed.
- 2. Isolate transfer switch and de-energize for maintenance, testing or repair.
- 3. Dual-source operation bypass either to normal or emergency source directly to load at discretion of operator.
- 4. Make-before-break operation of contacts.
- 5. Operation fully mechanical, designed to provide quick-make-quick-break of contacts and only allow switch to be fully closed or fully open with no mid position possible.
- 6. Operation possible regardless of the position or condition of the automatic transfer switch.

# **Generator Performance Ratings (Minimum)**

- 1. Generator #1: All Essential Electrical System loads.
  - a. 1100KW (1375KVA)
  - b. 0.8 power factor
  - c. 480Y/277V
  - d. 60 Hz
  - e. 3 phase 4 wire
  - f. Bi-Fuel (Diesel/Natural Gas)
  - g. Sub-base fuel tank
  - h. Weatherproof/Soundproof Enclosure
- 2. Generator #2: Emergency System Branch (Life Safety) redundancy.
  - a. 150KW (187.5KVA)
  - b. 0.8 power factor
  - c. 480Y/277V
  - d. 60 Hz
  - e. 3 phase 4 wire
  - f. Bi-Fuel (Diesel/Natural Gas)
  - g. Sub-base fuel tank
  - h. Weatherproof/Soundproof Enclosure

# Two (2) Uninterruptible Power Systems (UPS) to be provided to feed the following loads

- 1. UPS #1:
  - a. HVAC controls
  - b. Information technology support equipment in all MDF's, IDF's, BAS and server rooms
  - c. 100% of receptacles in conference/training rooms designated as Emergency Operations Center (EOC).
  - d. Business Office and Administration Areas
  - e. Wire Room
  - f. To be fed from Optional Standby Branch #1
  - g. UPS #1 System ratings:
    - i. 150 KW

ii. Input Voltage: 480V

iii. Output Voltage: 208Y/120Viv. Integral isolation transformer

v. Maintenance By-Pass

vi. Separate Battery Cabinet

#### 2. UPS #2:

- a. Selective laboratory equipment. (See Appendix list of laboratory equipment that will be on UPS System).
- b. UPS #2 System ratings:

i. 100 KW

ii. Input Voltage: 480V

iii. Output Voltage: 208Y/120Viv. Integral isolation transformer

v. Maintenance By-Pass

vi. Separate Battery Cabinet

## UPS #1 & #2 – Bypass Mode (Maintenance Protocol)

- c. If the UPS is taken out of service for maintenance or repair, or should the inverter capacity be exceeded, the static transfer switch shall perform a transfer of the load from the inverter to the AC power source.
- d. Transfer back to Normal Mode shall be accomplished with no interruption in power to the critical loads.
- e. Retransfer to Inverter: Static transfer switch shall automatically retransfer the load back to the inverter after the inverter has returned to normal voltage and synchronizes with the alternate bypass source. FDLE to provide maintenance for UPS systems in this building.

The central UPS systems to be double-conversion type with lead acid batteries sized to provide 15 minutes of runtime.

Branch circuit electrical panels for laboratory spaces to be in corridor just outside of lab area that the panel is serving.

Refer to Mechanical Section of Narrative and Program Requirement spreadsheet for areas of the building that need to have HVAC equipment on emergency power.

# **Surge Protection System**

A surge protection system to be provided as part of the building electrical system using surge protection devices (SPD) installed integral to switchboards, distribution panelboards, and branch circuit panelboards. An additional level of SPD protection to be owner furnished, point of use equipment.

- 1. Type 2 SPD to be provided at the main service entrance switchboard and the generator output main circuit breakers.
- 2. Type 2 SPD to be provided for all distribution panels.
- 3. Type 2 SPD's to be provided at the load side of the first overcurrent protective device (main circuit breaker) in 208Y/120V panelboards served by a separately derived system.
- 4. Type 2 to be provided for all panels on the Emergency System Branch (Life Safety).

## **Lightning Protection System**

A lightning protection system to be provided per NFPA 780 requirements. Rooftop equipment including HVAC and refrigeration equipment to be provided with air terminal devices and connected to the lightning protection main conductors located on the roof per NFPA 780. Provided with a U.L. 96A Master Label listing. This will be a Class I type system.

## **Lighting System**

All interior lighting fixtures to be LED type. Egress and exit lighting to be connected to the emergency system. All laboratory, office, and common spaces to be provided with local dimming controls. All utility rooms and back of house areas to be providing with on/off type switching. All lighting in egress corridors to be controlled by the building automation system (BAS). Provide occupancy sensors, ambient light sensors, and timer switches per the requirements in the Florida Building Code – Energy Conservation (2017). All areas not on occupancy sensor or timer switch control to be controlled via the (BAS).

All exterior lighting fixtures to be LED type. All exterior lighting to be wet location listed. Vandal proof type fixtures to be provided where applicable. Exterior lighting to be controlled via lighting contactor/BAS system.

Exit lights to be LED type with green letters. Exit lights in public spaces shall be edge-lit type. Exit lights located high abuse areas shall be cast aluminum housing.

Average maintained lighting levels to be as follow:

1.	Laboratory Spaces	50 foot candles
2.	General office	40 foot candles
	space	
3.	Conference rooms	30 foot candles
4.	Stairways and	5 foot candles
	corridors	
5.	Toilet rooms	20 foot candles
6.	Storage rooms	20 foot candles

# Fire Alarm System/Mass Notification System

A dedicated fire alarm system to be provided. The fire alarm system will be a complete local, electronically supervised, addressable fire alarm system. The main fire alarm control panel to be located in a utility type area and a remote annunciator panel to be provided at a location coordinated with the FDLE for first responder access. The Fire Alarm Control Panel and speaker/strobes to be utilized as a mass notification system as well.

The system shall include but not be limited to the central control unit, remote annunciator panel, door hold open devices, manual and/or automatic signal initiation devices, alarm signal devices and controls for fire safety functions for fan shutdown, elevator recall, elevator shunt trip, etc.

The Basis of Design for the Fire Alarm System//Mass Notification System shall be the Simplex (JCI) 4100ES control panel and associated FA/MNS devices.

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.

ITN 710:0268 Page 72 of 148 Lease Effective Date: 10/01/2022

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).

Fire alarm devices to be as follows:

- 1. Smoke detectors shall be light obscuration type.
- 2. Smoke detectors in ductwork to be light obscuration type with a remote indicator and test switch.
- 3. Manual pull station to be red, double-action, non-coded type.
- 4. Heat detectors to be 135°F fixed temperature.
- 5. Audible devices to be white-colored, semi-flush mounted speakers.
- 6. Visual devices to have white housing and to be provided to meet NFPA 72 and the Americans with Disability Act standards.
- 7. Audio/Visual devices shall be provided throughout the facility as required by the building code.

#### Initiating devices will be limited to the following locations:

- 1. An area smoke detector to be located at all fire alarm power supply locations including the fire alarm control panel and all notification appliance panels.
- 2. Smoke detectors for elevator recall shall be located at all elevator lobbies and elevator machine rooms.
- 3. A heat detector for elevator power shunt trip shall be located in the elevator machine room within 2' of each sprinkler head.
- 4. Duct mounted smoke detectors for fan shutdown as required per Florida Mechanical Code.
- 5. Smoke detectors for door release service where fire rated doors and/or shutters are provided with hold open devices.
- 6. Water flow detection devices where applicable.

An alarm signal shall be provided upon initiation of the following devices:

- 1. Manual pull station
- 2. Any water flow detection device
- 3. Any area smoke detector located at fire alarm power supplies and within the communicating space

A supervisory signal only will be provided upon initiation of the following devices:

- 1. Duct mounted smoke detectors
- 2. Smoke detectors for elevator recall
- 3. Smoke detectors for door release service

#### Combination Speaker/Strobe Devices

- 1. Speakers: Operate on 24 V DC circuit. Have field adjustable output taps, 3 taps minimum. Provide minimum sound pressure level of 85.7 dBA at 10' using 1-watt tap.
- 2. Speakers located in mechanical room shall have 3 taps minimum with 8W being the highest.
- 3. Provide a minimum sound pressure level of 90 dBA at 10' using the 2-watt tap.
- 4. Fire alarm speaker/strobes and strobes shall say the word "alert" on them in-lieu of "fire".
- 5. Strobes shall be: Multi-tap units with taps at 15, 30, 75, and 110 cd.
- 6. Have flash synchronization module on circuit when more than one strobe is visible at a time.
- 7. Strobe on separate supervised circuit from speaker circuit.
- 8. Fire alarm speaker/strobes shall be have a clear strobe for fire alarm events, a separate amber strobe for mass notification events, and an integral speaker. Have off-white semi flush housing.
- 9. For fire alarm speaker/strobes the clear strobe, amber strobe, and speaker shall be installed in the same faceplate or extender plate.
- 10. For fire alarm strobes the clear strobe and amber strobe shall be installed in the same faceplate or extender plate.

ITN 710:0268 Page 73 of 148 Lease Effective Date: 10/01/2022

#### **Electrical Receptacles**

- Wall Plates
  - a. Wall plates shall be stainless steel in laboratory areas and storage areas. Wall plates for all other areas shall be coordinated with architect.
  - b. Wall plates in wet, damp or hose down locations shall be weatherproof type.
  - c. Wall plates for receptacles on standby power will be red and labeled with the word "Standby".
  - d. Wall plates for receptacles on UPS power will be blue and labeled with the word "UPS".
- 2. All receptacles shall have labeled cover plates to indicate the panelboard and circuit numbers powering the device.
- 3. Automatic receptacle control via an occupancy sensor or timeclock as required by the Florida Building Code—Energy Conservation Section is not allowed due to the fact that this may cause security issues in the building.
- 4. Provide receptacles in all unoccupied spaces such as corridors, hallways, and passageways.
- 5. Electrical Provide (1) Quadraplex and (1) Duplex receptacle (minimum) in all enclosed offices. No more than (8) receptacles per 20A circuit breaker (max).
- 6. All receptacles in breakrooms each need to be on a dedicated circuit.
- 7. All receptacles feeding security equipment shall be connected to an electrical panel with an integral protection device.

#### **Grounding System**

- 1. The neutral conductor shall be connected to the grounding electrode system at the main switchboard located in the main electrical room and at separately derived systems. The generators shall be considered a separately derived system.
- 2. The grounding electrode system shall consist of a master ground bus located in the main electrical room and secondary ground busses located each telecommunications room (TR). The master ground bus will be interconnected using a copper conductor with concrete-encased electrodes, building steel (where provided), cold water pipe, rod type electrodes, lightning protection ground loop and the secondary ground busses.
- 3. All connections for the grounding electrode system will be exothermic type or irreversible compression type.
- 4. A communications ground bus shall be provided in each Telecommunications Room (TR). Each communications ground bus will be connected to the master ground bus and building steel (where provided) using #2 copper conductors.
- 5. A separate green wire ground conductor will be provided for all feeder and branch circuits. A separate green wire ground conductor will be provided for each neutral originating from a panelboard.

#### **Appendix**

See next page for list of laboratory equipment on UPS System.

ITN 710:0268 Page 74 of 148 Lease Effective Date: 10/01/2022

### **BIOLOGY**

Equip #	Name	Manufacturer	<b>Model Number</b>	Room
1	Qiagility	Qiagen	Qiagility	Extraction
			HP Probook 650	
	Qiagility computer	HP	G1	Extraction
2	Qiagility	Qiagen	Qiagility	Extraction
	Qiagility computer	Dell	Optiplex 755	Extraction
3	Qiagility (future purchase)	Qiagen	Qiagility	Extraction
	Qiagility computer (future		HP Probook 650	
	purchase)	HP	G1	Extraction
4	Qiagility (future purchase)	Qiagen	Qiagility	Extraction
	Qiagility computer (future		HP Probook 650	
	purchase)	HP	G1	Extraction
5	EZ1	Qiagen	EZ1 Advanded XL	Extraction
6	EZ1	Qiagen	EZ1 Advanded XL	Extraction
7	EZ1	Qiagen	EZ1 Advanded XL	Extraction
8	EZ1 (future purchase)	Qiagen	EZ1 Advanded XL	Extraction
9	EZ1 (future purchase)	Qiagen	EZ1 Advanded XL	Extraction
10	EZ1 (future purchase)	Qiagen	EZ1 Advanded XL	Extraction
11	EZ1 (future purchase)	Qiagen	EZ1 Advanded XL	Extraction
12	Qiacube	Qiagen	Qiacube	Extraction
13	Qiacube (future purchase)	Qiagen	Qiacube	Extraction
14	Qiacube (future purchase)	Qiagen	Qiacube	Extraction
1 Γ	QIASymphony (future			
15	purchase)	Qiagen	QiaSymphony	Extraction
16	QIASymphony (future			
10	purchase)	Qiagen	QiaSymphony	Extraction
17	Qiagility	Qiagen	Qiagility	Amp
	Qiagility computer	Dell	Optiplex 755	Amp
18	Qiagility (future purchase)	Qiagen	Qiagility	Amp
	Qiagility computer (future		HP Probook 650	
	purchase)	HP	G1	Amp
19			3500XL Genetic	
19	3500XL	ABI	Analyzer	Amp
	3500XL computer	Dell	Optiplex XE	Amp
20			3500XL Genetic	
20	3500XL	ABI	Analyzer	Amp
	3500XL computer	Dell	Optiplex XE	Amp
21	3500XL (future purchase)	ABI	3500XL Genetic Analyzer	Amp
	3500XL computer (future		Alidiyzei	
	purchase)	Dell	Optiplex XE	Amp
	purchasej	Dell	3500XL Genetic	Allih
22	3500XL (future purchase)	ABI	Analyzer	Amp
	3500XL (ruture purchase)	\\ \Di	/alluly261	קווור,
	purchase)	Dell	Optiplex XE	Amp
23	9700	ABI	PCR System 9700	Amp
24	9700	ABI	PCR System 9700	Amp
			•	·
25	9700	ABI	PCR System 9700	Amp

r	<u> </u>			1
26	9700 (future purchase)	ABI	PCR System 9700	Amp
27	9700 (future purchase)	ABI	PCR System 9700	Amp
28	9700 (future purchase)	ABI	PCR System 9700	Amp
29	9700 (future purchase)	ABI	PCR System 9700	Amp
30	9700 (future purchase)	ABI	PCR System 9700	Amp
21			7500 Realtime PCR	
31	7500	ABI	system	Amp
	7500 computer	Dell	Optiplex XE2	Amp
22			7500 Realtime PCR	
32	7500	ABI	system	Amp
	7500 computer	Dell	Optiplex XE2	Amp
22			7500 Realtime PCR	
33	7500 (future purchase)	ABI	system	Amp
	7500 computer (Future		,	
	purchase)	Dell	Optiplex XE2	Amp
	,		7500 Realtime PCR	,
34	7500 (Future purchase)	ABI	system	Amp
	7500 computer (Future		57555	
	purchase)	Dell	Optiplex XE2	Amp
	p.a.c.y		Dell Precision	
35	STRMix computer	Dell	Tower 7810	Office
	STRMix computer (future		Dell Precision	
36	purchase)	Dell	Tower 7810	Office
	STRMix computer (future		Dell Precision	
37	purchase)	Dell	Tower 7810	Office
	STRMix computer (future		Dell Precision	
38	purchase)	Dell	Tower 7810	Office
	STRMix computer (future		Dell Precision	
39	purchase)	Dell	Tower 7810	Office
	STRMix computer (future		Dell Precision	
40	purchase)	Dell	Tower 7810	Office
	STRMix computer (future	56	Dell Precision	011100
41	purchase)	Dell	Tower 7810	Office
	STRMix computer (future	36	Dell Precision	011100
42	purchase)	Dell	Tower 7810	Office
	STRMix computer (future		Dell Precision	
43	purchase)	Dell	Tower 7810	Office
	[	Thermo-	10113. 1020	
44	Thermalshaker	Shaker	MS100	Extraction
		Thermo-	5_55	
45	Thermalshaker	Shaker	MS100	Extraction
	· · · · · · · · · · · · · · · · · · ·	Thermo-		
46	Thermalshaker	Shaker	MS100	Extraction
	c.maisnakei	Thermo-		
47	Thermalshaker	Shaker	MS100	Extraction
	Thermalshaker (future	Thermo-		
48	purchase)	Shaker	MS100	Extraction
	Thermalshaker (future	Thermo-	1110100	LACIGOTOTI
49	purchase)	Shaker	MS100	Extraction
50	Thermalshaker (future	Thermo-	MS100	Extraction
	mermaismaker (ruture	IIICIIII0-	1412100	LATICUOII

	purchase)	Shaker		
51	Thermalshaker (future	Thermo-		
31	purchase)	Shaker	MS100	Extraction
52	Thermalshaker (future	Thermo-		
52	purchase)	Shaker	MS100	Extraction
53	Thermalshaker (future	Thermo-		
55	purchase)	Shaker	MS100	Extraction
54	Thermalshaker (future	Thermo-		
54	purchase)	Shaker	MS100	Extraction
55	Thermalshaker (future	Thermo-		
33	purchase)	Shaker	MS100	Extraction
F.C	Thermalshaker (future	Thermo-		
56	purchase)	Shaker	MS100	Extraction
F-7	Thermalshaker (future	Thermo-		
57	purchase)	Shaker	MS100	Extraction

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#### **CHEMISTRY**

Equip					
#	Name	Manufacturer	Model Number	Association	Room
1	Gas Chromatograph	Agilent	7890B	GC/MS #1	Instrument Room
1	Mass Spectrometer	Agilent	5977A	GC/MS #1	Instrument Room
1	Autosampler	Agilent	7693	GC/MS #1	Instrument Room
1	Foreline Pump	Agilent	Duo 2.5	GC/MS #1	Instrument Room
1	Computer/Monitor/Key Board/Mouse	HP	Z230workstation	GC/MS #1	Instrument Room
1	Printer	НР	Laserjet P3015	GC/MS #1	Instrument Room
2				_	Instrument
	Gas Chromatograph	Agilent	7890B	GC/MS #2	Room
2	Mass Spectrometer	Agilent	5977A	GC/MS #2	Instrument Room
2	Autosampler	Agilent	7693	GC/MS #2	Instrument Room
2	Foreline Pump	Agilent Pfeiffer	Duo Line	GC/MS #2	Instrument Room
2	Computer/Monitor/Key Board/Mouse	НР	Z220workstation	GC/MS #2	Instrument Room
2	Printer	НР	Laserjet P3015	GC/MS #2	Instrument Room
3	Gas Chromatograph	Agilent	6890N	GC/MS #3	Instrument Room
3	Mass Spectrometer	Agilent	5973 inert	GC/MS #3	Instrument Room
3	Autosampler	Agilent	G2614A	GC/MS #3	Instrument Room
3	Foreline Pump	Agilent	Edwards 1.5	GC/MS #3	Instrument Room
3	Computer/Monitor/Key Board/Mouse	HP	Compaq	GC/MS #3	Instrument Room
3	Printer	Dell	B3460dn	GC/MS #3	Instrument Room
4	Gas Chromatograph	Agilent	7890B	GC #1	Instrument Room
4	Autosampler	Agilent	7693	GC #1	Instrument Room
4	Computer/Monitor/Key Board/Mouse	НР	Z230workstation	GC #1	Instrument Room
4	Printer	НР	Laserjet P3015	GC #1	Instrument Room

<u>ITN 710:0268</u> Page 78 of 148 Lease Effective Date: 10/01/2022

5	Gas Chromatograph (GC#2)	Agilent	7890B	GC #2	Instrument Room
5	Auto sampler	Agilent	7693A	GC #2	Instrument Room
5	Computer/Monitor/Key Board/Mouse	НР	Z240 workstation	GC #2	Instrument Room
5	Printer	НР	Laserjet M506	GC #2	Instrument Room
6	Gas Chromatograph (GC#3)	Agilent	7890A	GC #3	Instrument Room
6	Auto sampler	Agilent	7693	GC #3	Instrument Room
6	Computer/Monitor/Key Board/Mouse	НР	Z210workstation	GC #3	Instrument Room
6	Printer	НР	Laserjet P3015	GC #3	Instrument Room
7	Gas Chromatograph (future purchase)	Agilent	7890B	GC/MS #4	Instrument Room
7	Mass Spectrometer (future purchase)	Agilent	5977A	GC/MS #4	Instrument Room
7	Autosampler (future purchase)	Agilent	7693	GC/MS #4	Instrument Room
7	Foreline Pump (future purchase)	Agilent	Duo 2.5	GC/MS #4	Instrument Room
7	Computer/Monitor/Key Board/Mouse (future purchase)	НР	Z230workstation	GC/MS #4	Instrument Room
7	Printer (future purchase)	НР	Laserjet P3015	GC/MS #4	Instrument Room
8	Gas Chromatograph (Future purchase)	Agilent	7890A	GC #4	Instrument Room
8	Auto sampler (future purchase)	Agilent	7693	GC #4	Instrument Room
8	Computer/Monitor/Key Board/Mouse (future purchase)	НР	Z210workstation	GC #4	Instrument Room
8	Printer (future purchase)	НР	Laserjet P3015	GC #4	Instrument Room
10	NMR Spectrometer (potential future purchase)	Thermo Fisher	picoSpin™ 80 Series II or equivalent		Instrument Room

### **LATENT PRINTS**

Equip #	Name	Manufacturer	Model Number	Association	Room
1	Biometric Identification System Workstation	Safran Morpho (Morphotrak)	HP Z420 Workstation	BIS	BIS Room
	***** <b>Only</b> the	computer tower	needs to be on UPS		
2	Biometric Identification System Review Station	Safran Morpho (Morphotrak)	Dell Optiplex 790	BIS	Bis Room

#### **CRIME SCENE**

Equip #	Name	Manufacturer	Model Number	Association	Room
1			GT73VR GRE		Copy/Workstation
1	MSI Laptop	MSI	Titan	FARO	Area
2					Copy/Workstation
2	Dell Laptop	Dell	XPS	FARO	Area

### **EVIDENCE INTAKE**

#### Model Numbe

Equip #	Name	Manufacturer	Number	Association	Room
1	Computer/Monitor/Key			Intake station	Evidence
1	Board/Mouse	Dell	Optiplex 7020	1	Section
				Intake station	Evidence
	Label Printer	Zebra	Gk420t	1	Section
2	Computer/Monitor/Key			Intake station	Evidence
2	Board/Mouse	Dell	Optiplex 7020	2	Section
				Intake station	Evidence
	Label Printer	Zebra	Gk420t	2	Section
				Intake station	Evidence
	Printer	Dell	B3460dn	2	Section
3	Computer/Monitor/Key			Intake station	Evidence
3	Board/Mouse	Dell	Optiplex 7020	3	Section
				Intake station	Evidence
	Label Printer	Zebra	Gk420t	3	Section
4	Computer/Monitor/Key			Intake station	Evidence
4	Board/Mouse	Dell	Optiplex 740	4	Section
				Intake station	Evidence
	Label Printer	Zebra	Gk420t	4	Section
_				Intake station	Evidence
	Printer	Dell	B3460dn	4	Section

<u>ITN 710:0268</u> Page 80 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA VIII. TECHNOLOGY SYSTEMS REQUIREMENTS

The Offeror will be responsible for verifying the required number/amounts of all construction materials pursuant to the design and construction documents.

The Lessor is strongly encouraged to use a cabling contractor that is familiar with the technical aspects of the FDLE cabling requirements to avoid unnecessary costs. The telecommunication data cabling contractor must be approved by FDLE prior to performance of work.

#### **TOPOLOGY**

The structured cabling topology will follow a star topology which provides component modularity and the potential for various level of redundancy throughout the system. The building demarcation point shall be installed within the MDF. Backbone cabling shall connect each IDF to the MDF. Each server room requires a copper and fiber backbone connection to an MDDF or IDF. Horizontal cabling shall be homerun from the station and terminated on rack-mount patch panels in the MDF/IDF.

#### **SUPPORT ROOMS**

All Technology support rooms have several common requirements. Each room will be provided with card access security control, emergency and UPS power and continuous HVAC cooling.

The support rooms should be located central to the areas that they serve and have clear access to cable pathways coming in and out of the rooms. Pedestrian and equipment access should be through a door located off a building corridor and should not require access through any other locked room. Door width will be at least three feet.

Floors, walls and ceilings in the support rooms will be treated to minimize dust and the potential for static electricity. At least two walls will be covered with fire treated plywood (3/4 inch thick, 8 feet high, A-C grade). Technology support rooms will be maintained at between 68 and 72 degrees Fahrenheit with 30% to 50% relative humidity at all times. If the building HVAC system cannot provide continuous operation or adequate capacity to meet these criteria, supplemental cooling units will be installed.

Each technology support room shall be equipped with a minimum of two (2) dedicated 120V/20A quad outlets and (2) dedicated 208V/20A outlets on separate circuits. Outlets shall be installed adjacent to rack row location. A minimum of one of these receptacles shall be connected to emergency power. A minimum of two (2) duplex convenience outlets should be installed in each room. Technology support rooms will be lit to a minimum of 50 foot candles horizontal illumination and 20 foot candles vertical illumination between the equipment rack rows (measured at three feet above the floor).

Per ANSI/TIA-607, all support rooms shall be equipped with a primary bonding busbar or secondary busbar. The busbar shall be connected to the main electrical ground. All technology equipment within the room shall be bonded to the busbar with a minimum number 6 copper wire.

Each room shall be equipped with a minimum of two (2) equipment racks. Racks shall be equipped with appropriate fiber patch panels, Category 6 patch panels, 110 blocks and wire managers. Each room will need connection to the MDF or an IDF room with fiber and copper. A minimum of 20RU of space in a 45RU rack shall remain empty for owner provided active networking gear and servers.

ITN 710:0268 Page 81 of 148 Lease Effective Date: 10/01/2022

#### **BUILDING ENTRANCE FACILITY (BEF)**

Interbuilding services will be brought into the facility at the BEF and the building demarcation will be located in this room. External service providers will bring services into this room for connection to the building's cabling system. The BEF may exist within the MDF.

#### MAIN DISTRIBUTION FRAME (MDF)

The building MDF provides a protected environment for terminating all backbone cables. This room is where the building Technology systems connect to the rest of the building. Each room shall be equipped with a minimum of three (3) equipment racks. Two (2) floor-mount 7'x19" two-post equipment racks and one (1) floor-mount 7'x19" four-post equipment racks are the preferred solution for each room. Racks shall be equipped with appropriate fiber patch panels, Category 6 patch panels, 110 blocks and wire managers. A minimum of 20RU of space in a 45RU rack shall remain empty for owner provided active networking gear and servers. All wall-phone outlets shall be provided adjacent to the entrance of the MDF. The room shall be equipped with a minimum of three (3) dedicated 120V/20A quad outlets and (3) dedicated 208V/20A outlets on separate circuits. Outlets shall be installed adjacent to rack row location.

The MDF requires a minimum of 150 total square feet of space. The room will house voice PBX, voice cable terminations, data network equipment and data cable terminations.

#### **INTERMEDIATE DISTRIBUTION FRAMES (IDF)**

Each IDF will connect to the building MDF with intrabuilding backbone cabling. The IDFs provide a protected environment for terminating backbone cabling and station cabling on each floor and Technology services to the floor will be provided from the IDFs. Network electronics will also be housed in the IDFs. Each IDF shall be located so that the furthest data drop is a maximum of 295ft away. Each room shall be equipped with a minimum of two (2) equipment racks. Floor-mount 7'x19" two-post equipment racks are the preferred solution for each room. Racks shall be equipped with appropriate fiber patch panels, Category 6 patch panels, 110 blocks and wire managers. A minimum of 20RU of space in a 45RU rack shall remain empty for owner provided active networking gear and servers.

Each IDF requires a minimum of 120 square feet (10 feet by 12 feet) of space.

#### **DEPARTMENT SERVER ROOMS**

Specific departments require their own individual server room. Server rooms require a minimum of 70 total square feet. There are a total of 2 department server rooms required for the building. These server rooms will be central to the department that will be using it. One (1) empty floor-mount 7'x19" two-post equipment racks and one (1) empty floor-mount 7' x 19' four-post equipment rack will be required for each department server room. Server rooms must meet all requirements identified above for support rooms

#### **FACILITY SERVER ROOMS**

The facility requires a main Server Room to serve the entire building. The facility server room requires a minimum of 200 total square feet. This server room shall be located central to the building. Six (6) empty floor-mount 7'x19" four-post equipment racks will be required for the facility server room.

#### **BACKBONE PATHWAYS**

A minimum of two (2) -4" conduits that feed to the BEF/MDF from the service provider right-of-way is required. There shall be a minimum of two (2) 4" conduit/sleeve pathways connecting the MDF to all IDFs.

ITN 710:0268 Page 82 of 148 Lease Effective Date: 10/01/2022

#### **BACKBONE CABLING**

The data system will use fiber optic cabling to distribute data service from the MDF to the IDFs. All fiber strands will terminate in rack-mounted patch panels in the MDF and IDFs. A minimum of 12-strands of single-or multi-mode fiber shall extend from the MDF to each IDF. The voice system will utilize high pair-count copper cabling to distribute analog voice service from the MDF to the IDFs. A minimum of 25 pairs shall extend from the MDF to each IDF. Server rooms require a backbone consisting of six (6) category 6 cables. Each backbone cable and termination shall be identified and labeled. Labeling shall meet ANSI TIA standard 607-C. All backbone cabling must be plenum rated.

#### **HORIZONTAL PATHWAYS**

Each station/outlet requires a minimum of a 3/4" conduit stubbed to the ceiling cable tray or homerun to the MDF/IDF if ceiling is not accessible. A system of basket-type cable tray or j-hooks shall be utilized within the corridors to provide pathways to the nearest MDF/IDF.

#### **HORIZONTAL CABLING**

Each voice/data jack shall connect to the nearest IDF with 4-pair UTP, Category 6 cabling. All four pairs will terminate at the outlet and in the IDF per the TS67A wiring standard. Category 6 rated 8P8C type jacks will be used at the outlet locations and rack mounted patch panels will be used in the MDF/IDFs. Typical office spaces require a single outlet with two (2) terminated Category 6 jacks. Typical labs require two (2) terminated CAT 6 jacks installed in surface metal raceway at 4' intervals. Cables from the outlet will route in conduit, j-hooks or cable trays to the MDF/IDF. Each conference room requires at least two (2) mounted ceiling drops for Access Point and possible projector use. Cabling will not be supported by ceiling tiles or ceiling grid. Horizontal cabling shall not exceed 295' from patch panel to outlet. Cable shall be routed to minimize proximity to electrical conductors and electrical equipment. Each outlet and cable shall be identified and labeled at each end. Labeling shall meet ANSI TIA standard 607-C. All horizontal cabling must be plenum rated. Each Conference room requires at least two (2) ceiling mounted drops for wireless access points and possible projector use.

#### **ELECTRONIC SECURITY SYSTEMS**

FDLE estimates that an agency Integrated Security Card Access system is approximately \$350,000. Special consideration will be given to those proposals that agree to issue a cashier check to FDLE, upon contract execution, in the amount of \$350,000.00. Funds will be utilized at the sole discretion of FDLE for the purchase of an agency Integrated Security Access System. The Lessor will be responsible for providing all required conduit and boxes needed for the installation of the Security Access System and Security Alarm system.

#### **ELECTRONIC ACCESS CONTROL**

An electronic access control system will be required throughout the entire facility to limit access to secure areas. Proximity card readers are required on all exterior building entrances. The public will have access to the main lobby space during normal business hours. The public exterior doors will be locked after hours. Card readers will be required to prevent access from the main lobby to secure areas cards are the preferred type of credential for access. Card readers will also be required for access to the gated parking lot. Each department work area shall be secured with card readers. All utility rooms shall be secured with card readers.

All interior card access and reader locations will require a single gang box and conduit extending above ceiling with an elbow nylon bushing.

All exterior card access and readers are to have conduit extending back to the MDF room.

All electronic security system components are to be connected to the emergency standby power.

ITN 710:0268 Page 83 of 148 Lease Effective Date: 10/01/2022

#### **VIDEO SURVEILLANCE SYSTEM**

A network video surveillance system will be required to monitor all angles of the exterior of the building as well as the parking lot. All public spaces and sensitive areas within the building will also be monitored. The system will have the capability to connect to the existing FDLE video surveillance system.

#### **INTRUSION DETECTION SYSTEM**

An intrusion detection system is required to monitor the building after typical business hours. Keypads shall be installed near main building entrances. Motion detectors, glass break detectors and door/window contacts shall be utilized to monitor the building.

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ITN 710:0268 Page 84 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA IX GENERATOR

The Successful Offeror (Lessor) will be responsible for providing and maintaining for the life of the lease agreement an agency required generator(s) equipped with a UPS compatible governor. The Lessor will also be required to provide either a Full Service Maintenance and Repair Contract (Quarterly and Annual) or a Preventive Maintenance Contract (Semi-Annual and Annual) with a 2 hour emergency response time provision on the provided generator(s). Maintenance Agreements and all repairs and or replacements are at the sole cost of the Lessor and are to be maintained throughout the life of the lease agreement.

#### 9.01 Equipment Type and Service Times

A. Equipment Type

Generator 1 - 1100KW, Bi-fuel with sub base fuel tank sized to accommodate a minimum of 72 hour operations

Generator 2 – 150 KW, Bi-fuel with sub base fuel tank to accommodate a minimum of 72 hour operations

#### B. Service Times

- 1. Maintenance schedules will be coordinated with the FDLE Business Manager at least seven (7) working days in advance by e-mail, and a phone call reminder or e-mail at least twenty-four (24) hours prior to being on-site.
- 2. Response Time (Emergency)

A service technician must be on-site within two (2) hours of notification to access problem or problems and determine corrective action. FDLE Business Manager shall be advised of all findings both verbally and in writing.

#### 9.02 General Site Procedures

All services shall be provided in accordance with the requirements specified in the following sections of this ITN and must meet or exceed the service levels described in these sections. General maintenance guidelines are from the NFPA (National Fire Protection Association) 110, Section A.8.1 through A.8.4.9 "Standard for Emergency and Standby Power Systems 2010 Edition".

#### A. Annual Maintenance Service

Annual maintenance shall include the following services:

- 1. Change the oil and filters in all generators to conform to manufacturer's specifications that shall be done annually and/or every one hundred (100) hours of operation, whichever occurs first. Only manufacturer's approved oil and filters shall be used.
- 2. Lubrication System
  - a. Change governor oil (where applicable)
  - b. Change injection pump oil (where applicable)
  - c. Change oil in crankcase breather (where applicable)
  - d. take oil sample, send to laboratory for analysis and provide a copy of the report the Successful Offeror within thirty (30) days from the service date

ITN 710:0268 Page 85 of 148 Lease Effective Date: 10/01/2022

#### 3. Fuel Delivery System

- a. Lubricate the day tank float switch and manual pump (where applicable)
- b. Replace fuel filters
- c. Lubricate carburetor and linkage (where applicable)
- d. Lubricate governor linkage and service air filters

#### 4. Cooling System

a. Replace water filters (where applicable)

#### 5. Battery

a. Check specific gravity and load test, and replace as needed

#### 6. Exhaust System

- a. Drain condensation where possible
- b. Check and lubricate heat riser plate

#### 7. Ignition System

- a. Replace plugs (where applicable)
- b. Replace points (where applicable)
- c. Replace condenser (where applicable)
- d. Replace rotor (where applicable)
- e. Inspect cape, replace as necessary (where applicable)
- f. Lube point cam (where applicable)
- g. Lube advance wick (where applicable)
- h. Lube upper and lower bearing
- i. Set timing
- j. Inspect and lube mechanical advance (where applicable)
- k. Inspect wires

#### 8. Generator

- a. Clean rings and commutator
- b. Lubricate over speed witch
- c. Check diode heat sinks
- d. Inspect rear bearing

#### 9. Engine Running

- a. Test Low Oil Pressure safety switch record seconds to shut down
- b. Test High Engine Temperature safety switch record sections to shutdown
- c. Test Over speed safety switch record sections to shutdown
- d. Check pre-alarms (where applicable)
- e. Check over crank system record seconds to shutdown
- f. Check cycle crank time record seconds of cranking; seconds of rest

#### 10. Accessories

a. Lubricate all hinges, door locks, snap covers, etc.

#### 11. Load Bank Test

- a. Load Bank (resistive) test each generator under full-rated load for at least two (2) hours
- b. Record of all operating systems of the alternator and the engine during the load bank test
- c. Provide a complete written report of the load bank test to the successful offeror or designee for each generator set

#### B. Quarterly or Semi-Annual Maintenance Service

Provide inspections and preventative maintenance services on all equipment to be established on a schedule during each quarter or semi-annually provided by the successful offeror or designee. Testing and adjusting of the equipment will be performed on-site. Maintenance services shall include all checks as required by the manufacture's operating documents and including but not limited to the following services on all equipment, systems or components:

1. Test each generator for at least on-half (1/2) hour under no load for quarterly inspections

#### 2. Lubricating System

- a. Check lube oil level and add oil as necessary
- b. Inspect for oil leaks check and re-torque connections to manufacturer's specifications
- c. Check governor oil level and add oil as necessary (where applicable)
- d. Check condition of lube oil hoses and connections
- e. Check oil base heater and adjust if necessary
- f. Check injection pump oil level and add oil if necessary (where applicable)
- g. Check engine breather clean and remove any oil residue, dust, dirt or other restrictions
- h. Start engine, check oil pressure and adjust if necessary to manufacture's specifications
- i. Check engine oil stick for water or residue
- j. Check turbocharger for oil leaks (where applicable)
- k. Check front and rear crank shaft seals for oil leaks
- check equipment hour meter for hours of operation; refer to manufacturer's
  operation and service manual; if hours of operation are near or exceed
  manufacturer's stipulated time for oil service, change oil and filter with
  manufacturer's approved oil and filter; start engine and check for oil leaks at the
  filter; and check oil stick for proper oil level
- m. engine oil sample taken with written report furnished to the Successful Offeror and/or designee

#### 3. Fuel Delivery System

- a. inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injector pumps, and priming pump, etc. for leaks and correct as needed
- b. check operation of day tank (where applicable)
- c. drain water from fuel traps (where applicable)
- d. drain water from day strainer (where applicable)
- e. clean sediment bowl (where applicable)

ITN 710:0268 Page 87 of 148 Lease Effective Date: 10/01/2022

- f. check for water in fuel
- g. inspect fuel filter and change filter as necessary
- h. check fuel pressure ensuring compliance with manufacturer's specification

#### 4. Cooling System

- a. Check for leaks
- b. Check coolant level and add if necessary
- c. Check coolant PH and add long-life anti-freeze and replace as necessary
- d. Check all belts for cracks or wear and replace as necessary
- e. Check all belts for proper tension and adjust as necessary
- f. Check condition of water hoses and clamps
- g. Check for leakage and repair leaks
- h. Check water, filter, and replace water filter elements annually or as needed, whichever is sooner
- i. Pressure test radiator and cap
- j. Check water pump for leaks and bearing noise
- k. Verify the temperature gauge is reading the correct temperature using infrared device
- I. Check operation of engine heater and switch
- m. Check fan & radiator for physical damage, obstruction & leaks
- n. Drain and replace anti-freeze, when required

#### 5. Air Systems

- a. Check air cleaner (dry type)
- b. Check turbocharger clearance (where applicable)
- c. Check and service oil bath air cleaner as needed (where applicable)
- d. Check air hoses and connections (where applicable)

#### 6. Electrical System

- a. Check battery fluid and correct if necessary
- b. Check battery specific gravity and correct if necessary
- c. Check battery trickle charger and record rate
- d. Check battery connections and clean and tighten if necessary
- e. Lubricate generator, starter/cranking
- f. Check air compressor, if not electric start
- g. Check for loose load line connections and emergency supply line connections

#### 7. Exhaust System

- a. Inspect the entire exhaust system
- b. Check rain cap for leaks
- c. Inspect the manifold connection for leaks and re-torque as necessary

#### 8. Engine Safety Controls

a. Check operations of all safety controls and emergency stops

#### 9. Engine Test – No Load

a. Start engine and check operation and adjust RPM if necessary

ITN 710:0268 Page 88 of 148 Lease Effective Date: 10/01/2022

#### b. Observe oil pressure and record

#### 10. Ignition System

- a. Inspect all wires
- b. Check ammeter for discharging while cranking
- c. Check ammeter for all charge at start-up

#### 11. Generator Sets

- a. Check slip rings
- b. Check commutator
- c. Check brushes to assure they are free
- d. Inspect generator wiring for fraying
- e. Check and record each phase volts, amps and frequency, and check operation of transfer switch
- f. Check automatic start-up
- g. Check generator grounding
- h. Adjust voltage regulator
- i. Check generator windings and armature for cleanliness
- j. Check exciter belts for fraying and cracking
- k. Check exciter and regulator for cleanliness
- I. Check generator mounting bolts for tightness and re-torque as required
- m. Lubricate generator bearings, drive and joints
- n. Inspect for potential hazards resulting from vibration and/or pressure
- o. Check for alternator vibration
- p. Inspect and torque (if necessary) all main supply, emergency supply and load line connections
- g. Verify phase relay drop out and pickup points, adjust, if necessary

#### 12. Transfer Switch

- a. Check all wiring
- b. Inspect to assure all supply and load lines are tight
- c. Check for proper mechanical operations of the transfer mechanism
- d. Note settings on timers and assure they are proper for the application
- e. Verify phase relays drop out and pick up points, traditionally drop out at 70% and pick up at 90% of rating voltage, and adjust if necessary
- f. Attach calibration tag with date and calibration of relays noted
- g. Advise the Successful Offeror as to any options he might want to add or change

#### 13. Engine

- a. Check for engine noises
- b. Check carburetor/injectors for proper adjustments and operation and correct as necessary
- c. Check choke adjustment (where applicable)
- d. Check engine for excess smoke
- e. Check for air in the induction system

ITN 710:0268 Page 89 of 148 Lease Effective Date: 10/01/2022

- f. Check cylinder head and head gasket
- g. Check for excessive blow by
- h. Check turbocharger for noise
- i. Check pre-lube pump for proper operation
- j. Check engine high idle speed and correct if necessary
- k. Check engine low idle speed and correct if necessary
- I. Check emergency shutoff for proper operation
- m. Check engine for proper operation at rated speed
- n. Inspect engine mounting bolts, tightening bolts if loose and replacing bolts if broken
- o. Check engine wiring harness for breaks or wear, repairing harness if broken and repairing and re-routing if worn to prevent wear
- 14. Testing while engine is running under actual connected load such as during Load bank test, adjust voltage and frequency;
  - a. Adjust clock exerciser as necessary
  - b. Test delay start
  - c. Test delay pick-up
  - d. Test delay retransfer
  - e. Test delay cool down
  - f. Test delay transition
  - g. Test delay preheat
  - h. Calibrate under-voltage sensors
  - i. Calibrate over-voltage sensor
  - j. Calibrate generator sensors
  - k. Record load per leg
  - I. Record voltage per leg
  - m. Record frequency
  - n. Record oil pressure
  - o. Record water pressure
  - p. Check battery charging system
  - q. Clean up work area
- C. General Maintenance Responsibilities
  - 1. The Successful Offeror shall ensure all deficiencies discovered during the annual and quarterly or semi-annual maintenance service visits described above are corrected at the Successful Offeror's sole expense. The Successful Offeror shall ensure the equipment is kept in proper working condition at all times.
  - 2. The Successful Offeror or designee shall be responsible for removal and disposal of all oil and filters and shall comply with all Federal, State, and local regulations for disposal of hazardous materials.
  - 3. The Successful Offerors contracted maintenance personnel will perform a weekly inspection. This inspection will be to check oil, coolant, fuel, batteries, gauges, belts, oil pressure, engine temperature, etc. Liquids will be topped off with Contractor provided supplies. All major

ITN 710:0268 Page 90 of 148 Lease Effective Date: 10/01/2022

problems will be promptly reported to the Contractor who shall take appropriate action based upon Section 9.01C, Repair and Response Time as delineated below.

#### D. Repair and Response Time

- 1. Repair or replacement of all equipment, additional equipment and any replacement equipment, is the responsibility of the Successful Offeror. The Successful Offeror shall keep the equipment in proper working condition at all times.
- 2. Response time for emergency repairs shall require that a technician be on-site within two (2) hours from time of notification to the Contractor by the Department. In the event the Contractor fails to meet this requirement, a second independent contractor may be called into performthis function.
- 3. Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification to the Contractor by the Successful Offeror. In the event the Contractor fails to meet this requirement, a second independent contractor will be called in to perform this function.
- 4. In the event an emergency repair cannot be completed within eight (8) hours of response by the Contractor, a portable unit shall be supplied by and connected by the Contractor. All temporary, portable units shall be fully operational and of equitable service capability. All costs associated with the hook up, disconnect, pick-up, delivery and rental charges of temporary portable units will be the responsibility of the Successful Offeror or through contract with Contractor.

#### E. Replacement Parts

Replacement parts must be genuine original manufacturer's parts unless approved by the Successful Offeror, and must be either new or like new refurbished parts. Only parts approved by the original manufacturer, for the specific device being serviced, shall be used when replacement parts are required.

#### 9.04 Contractor's General Requirements

The Successful Offeror shall ensure that the contractor has sufficient personnel to provide the services outlined. All technicians provided to perform services shall have factory training certifications related to equipment being serviced with documentation provided to the Successful Offeror.

#### 9.05 Records and Documentation

The Contractor shall maintain and update generator systems maintenance records for each type of equipment serviced. Such documentation shall include, but shall not be limited to, records of all service calls, preventative maintenance performed, and any system modifications if applicable. The Contractor shall maintain a service log at the site in a binder approved by the Successful Offeror for each piece of equipment maintained

#### 9.06 Reporting Requirements

The Contractor shall submit a summary report of all services performed quarterly or semi-annually during the Contract period. The report shall be broken down by date of service and equipment and shall provide an itemized list of all services provided for each piece of equipment. The report shall be

ITN 710:0268 Page 91 of 148 Lease Effective Date: 10/01/2022

provided to the Successful Offeror no later than thirty (30) days following the end of each quarter or semi-annually. The report shall also summarize the results of annual maintenance, repairs and replacements that were made. All reports must be maintained by the Successful Offeror and provided to the Department upon request.

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<u>ITN 710:0268</u> Page 92 of 148 Lease Effective Date: 10/01/2022

# AGENCY DESIGN CRITERIA X ADDITIONAL FURNISHINGS

The Lessor will be responsible for providing, installing and maintaining the following additional furnishings as well all furnishings and equipment identified above and within the 100% Construction Documents.

#### **APPLICANCES**

#### Lessor Provided:

- A. 2 Commercial Grade Explosion Proof Refrigerators (Biology & Chemistry Reagent Prep)
- B. 1 Residential Grade Dishwasher (Biology)
- C. 1 Ice Maker (Training Room)

#### FDLE Provided:

- A. 20 Refrigerators & Freezers
- B. 3 Microwaves (Break rooms)
- C. 3 Ice Maker within refrigerators (Break rooms)

#### **ELECTRONICS**

#### Lessor Provided:

- A. 3 Projector System (Training Rooms)
- B. White Noise System

#### FDLE Provided:

- A. 13 Visual Display Boards
- B. Televisions
- C. Smart Lecterns

#### **EQUIPMENT**

#### **Lessor Provided:**

- A. 4 Hydraulic/Lift Tables(4x8) (200 500 lb. capacity)
- B. 2 Pneumatic Lift (10,000 lb. capacity) (Crime Scene & Warehouse)
- C. Dock Leveler (Kelley CM Series; 15 ton capacity; 6 x 8 feet)
- D. Floor mount 7 x 19 two post equipment racks with appropriate fiber patch panels, Category 6 patch panels, 110 blocks and wire managers.

ITN 710:0268 Page 93 of 148 Lease Effective Date: 10/01/2022

- E. Floor mount 7 x 19 four post equipment racks with appropriate fiber patch panel, Category 6 patch panels, 110 blocks and wire managers.
- F. 3 Door Intercom System for remote access (Training room, Loading Dock & Parking Gate)
- G. 3 Window Communicator System with dynamic noise reduction, voice activation, duplex communication, and background noise level monitoring.

#### **FILING SYSTEMS**

#### Lessor Provided:

- A. Evidence Vault: The shelving units are 2 x 3 ½ and 2 x 4. The interior units are double wide. Both end units are fixed and each interior double wide is movable. Shelves are 19 ¾ inches and 22 ¾ inches clear height.
- B. Related Items: The shelving units are all 2 x 4. The interior units are single wide. One end unit is fixed and each interior unit is movable. Shelves are 12 ¾ inches in height except 24 ¾ inches for bottom shelves.
- C. Files: The shelving units are 2 x 3 ½ except the fixed end unit is 1 x 3 ½. The interior units are double wide and accessible from both sides. One end unit is fixed and each interior unit is movable. Shelves are 9 ¾ and 11 ¼ inches in height.

#### **FURNISHINGS**

#### Lessor Provided:

#### A. Modular Workstations

Lessor agrees to provide and install New modular workstations designated in the construction plans. Offices located in Administration, Business Support and Program Area Supervisors shall have installed a workstation, sized to the office. The Lessor may utilize state term contract vendors, allowing the Lessor to take advantage of the State of Florida purchasing power to deliver the best value in goods and services. The Lessor will be responsible for the payment of Florida Sales Tax, when using a State Term Contract. The final selection of the modular brand, fabric, work surfaces, and panel colors must be approved by FDLE prior to the procurement and installation. FDLE does not prefer or endorse any particular supplier or brand of modular workstations on state term contract.

The workstation must have locking cabinets, articulating key board tray, mouse pad holder, pencil drawer, tack board and two overhead locking 4' storage bins with task lighting underneath. The electrical, computer wire and telephone wiring for the modular shall be in the base of the modular system and shall have 6 electrical outlets. Modulars shall be assembled, fully connected, operational and ready to use. Fabric, work surfaces, and panel colors are to be selected by FDLE. All workstations should be keyed differently and two single master keys provided to FDLE Business Manager.

#### Structural Panels:

 Shall be constructed of a rigid metal frame with a center septum for lateral stability. Septum shall be covered with a minimum of two layers acoustical material and finished with Class A fire rated fabric on each

ITN 710:0268 Page 94 of 148 Lease Effective Date: 10/01/2022

- side. The entire assembly shall carry a Class A fire rating, when installed.
- 2) Shall be capable of supporting as many fully loaded components, including work surfaces, as can physically be hung on the panel.
- 3) Shall have rigid panel connections to ensure strong, stable connections and straight panel run. Connectors shall be self-aligning.
- 4) Shall include slotted standards with slots a maximum of 1" apart to enable height adjustment of work surfaces and all hanging components at increments of 1" or less.
- 5) Shall have raceway covers which are flush with the panel surface. Raceway covers shall fit tightly in place when closed and shall not be dislodged by kicking, vacuum cleaning or other incidental contact.
- 6) Shall include a hollow raceway and cover trim on all non-powered panels which matches that of powered panels; they shall be capable of being converted to power in the field.
- 7) Shall be constructed of metal or high-density particle board substrate, finished with high pressure laminate, or equal. All particle board material must be fully encapsulated with a non-- porous finish on all sides.
- 8) Shall support live loads at the front, center of the surface of up to 150 pounds without deflection.
- 9) Shall have front edges which are free from sharp corners or edges rounded corners as required. Side edges, which may adjoin adjacent work surfaces, shall be flush and rectangular to join and align evenly with each other.
- 10) Shall be available up to 30" deep and up to 96" long; shall include rectangular, corner, transaction (counter) and peninsula types.
- 11) Shall be capable of being panel-hung, side-supported with an end panel, side-supported with a drawer pedestal, or bridged to another work surface.
- 12) Shall include all support, brackets, connectors, legs, etc. which are necessary to hang or install the surface, in the specification of one model or identification number. Such supports, brackets, etc. shall be universal to the system and shall be non-handed.
- 13) Shall include a minimum of one grommet on surfaces up to 60" wide and a minimum of two grommets on surfaces greater than 60" wide. Location of grommets to be made in conjunction with Program Liaison. A specifically engineered space, trough or other wire management device at the back of the work surface is an acceptable substitute.

Specialty: 1) [	Depending on the configuration of the cubicles, the Department has the option to create specialty areas with cubicle panels for such areas, such for printers and copiers. These areas will/may require a counter top, electric outlet, and voice and data outlets.
Proposed Model Type:	

#### B. LABORATORY MODULAR FURNISHING

Lessor agrees to provide and install New Laboratory Modular furnishing designated in the construction plans. The final selection of the modular brand, fabric, work surfaces, and panel colors must be approved by FDLE prior to the procurement and installation. FDLE does not prefer or endorse any particular supplier or brand of laboratory modular furnishing. For informational purposes the following vendors offer laboratory modular furnishings; Symbiote – Mott Manufacturing – LabRepco – HermanMiller – Station Industries.

<b>Proposed Model 1</b>	'vpe:		
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# AGENCY DESIGN CRITERIA XI PROGRAM SPACE REQUIREMENTS

#### 1. SPACE/PROGAM AREA REQUIREMENTS

Space must be designed to accommodate the approximate number and sizes of offices and work spaces listed below:

		Pro	ject A	rea Analy	sis			
		l	Building Gros	s Areas		Occupied	Elevated	
Floor Level	Main Bldg.	Training	Crime	Warehouse	Total	Space Total	Building Structure	Roof Areas
			Scene					
Basement					0	0	0	
First Floor	24,168	5,320	7,617	6,000	43,105	43,105	0	24,409
Second Floor	18,696				18,696	18,696	18,696	1,824
Third Floor	16,872				16,872	16,872	16,872	11,468
Mech. PH (4th)	5,404				5,404	0	5,404	5,404
Totals	65,140	5,320	7,617	6,000	84,077	78,673	40,972	43,105
% of Total	77.48%	6.33%	9.06%	7.14%	100.00%	93.57%		

<sup>\*</sup>NOTE: Restrooms, mechanical rooms, janitorial closets, stairwells, etc., are <u>NOT</u> to be included in calculating net rentable square footage proposed, <u>unless use of restrooms is exclusive to the Agency</u>.

For Program Area Breakout and Requirements see attached document - Program Requirements

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ITN 710:0268 Page 97 of 148 Lease Effective Date: 10/01/2022

<sup>\*\*</sup>Special Requirements: Independent/Dedicated AC unit 24/7. Approximately 7000 to 9000 BTU for 10 x 10 room. If room is smaller, then 3000 to 5000 BTU.

## **ATTACHMENT B**

## **BOUNDARIES**

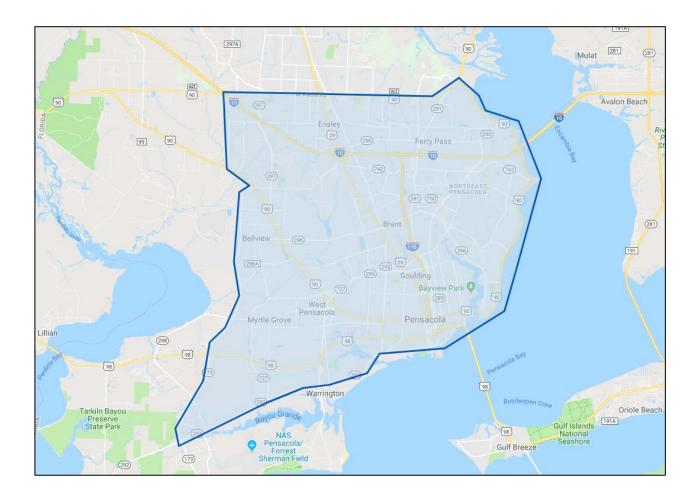
Provide a map which identifies the location of the offered property/facility with the Reply

### Florida Department of Law Enforcement Pensacola Boundary Map

Locations within or abutting the boundary lines below in Escambia County will be considered:

**North:** 9 Mile Road **East:** Escambia Bay

**South:** Main Street / Barrancas Avenue / Gulf Beach Highway **West:** Blue Angel Highway / Mobile Highway / Klondike Road



### **Santa Rosa Boundary Map**

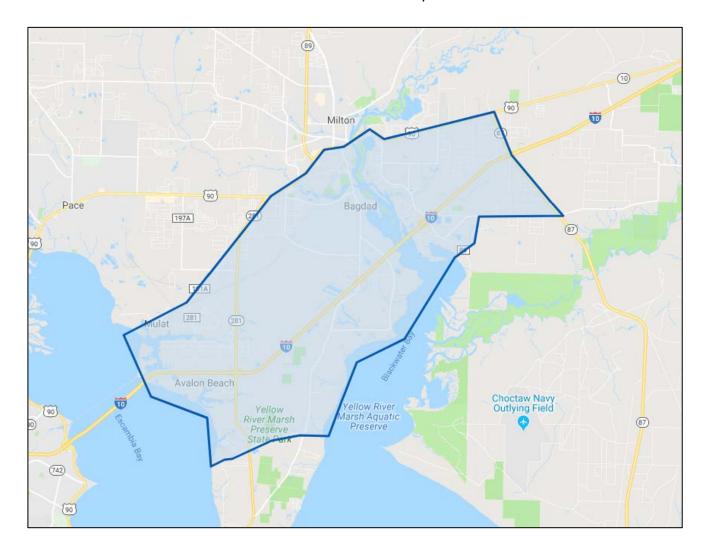
Locations within or abutting the boundary lines below in Santa Rosa County will be considered:

North: US-90 / FL-281 / Mullat Rd / McMillan Rd

East: FL-87

South: Pearson Rd / Mary Kitchens Rd / Coachman Rd / Hickory Hammock Rd

West: Escambia Bay



## **ATTACHMENT C**

## **STANDARD LEASE AGREEMENT**

## **AND**

**LEASE ADDENDUMS A - E** 



# STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

					ase Number:	
1011	a.t.t.			Lease Com	mencement:	
rear	mble THIS LEASE AGREEMENT is e between those Parties listed	The state of the s	da	y of	<u>*</u> ], 20	_ by and
arti	Lessee:					
	***		A	gency Name		
	Address:	Street		City	State	Zip Code
	Lessor:			rosor Name		
	Address:	Street		Clty	State	Zip Code
	FEID:	25.27	OR	Social Security Numb		
- 5	Description A. In consideration for the cove (hereinafter the "Premises")  Description:		ents made l	nere, Lessor agrees to le	ase to Lessee tho	se Premises
	Building:	Building Name		County:		
		annual grants				
	Address:	Street		City	State	Zin Code
	Address:  consisting of an aggregate ar with the Department of Man approximately 100.0 % of the	agement Services'	Standard N		State space measured ir ement. This space	Zip Code n accordance comprises
E	consisting of an aggregate ar with the Department of Man approximately 100.0 % of the B. Lessor shall also provide	rea of1 rea of1 rea of1 rea of1 rea of	Standard M net squa clusive pari	are feet of net rentable s lethod of Space Measur	space measured ir ement. This space	accordance comprises
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. 1	consisting of an aggregate ar with the Department of Man approximately 100.0 % of the B. Lessor shall also provide parking spaces as part of this Ferm & Renewals  A. The Lease shall begin on:  and end at the close of business.	rea of 1 aggement Services' e 1 ex s Lease Agreement.	Standard Nnet squa cclusive pari	are feet of net rentable :  Method of Space Measur  Me	space measured in ement. This space none	n accordance comprises xclusive
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<u>ITN 710:0268</u> Page 102 of 148 Lease Effective Date: 10/01/2022

Lease	Number:	

	oices & Rental Payments  De served upon Lessee shall be se	ent by receipted mail	to:			
Lessee:						
		Agency Name				
Address:	Street		City		(Zip Code)	
				State	(Zip Code)	
B. All Notices to b	be served upon Lessor shall be se	ent by receipted mail	to:			
Lessor:						
		Lessor Name				
Address:						
	Street		City	State	(Zip Code)	
C. Rental invoices	s shall be submitted monthly to l	lessee at:				
Lessee:						
		Lessee Name				
Address:						
	Street		City	State	(Zip Code)	
D. Rental Payment	ts shall be paid to Lessor at:					
Lessor:	-					
Lessor Name						
Address:						
	Street		City	State	(Zip Code)	
_						

#### 4. Rent

3.

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:

Term		Term Floor of Square Footage Ra	Rate Per Square	The second second	The same of the same		
Start (MM/DD/YYYY)	-	End (MM/DD/YYYY)	Building	Square Footage Per Floor	Foot	Monthly Rent	Annual Rent
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-	1.				\$0.00	\$0.00
	-		EL.	an of Building		\$0.00	\$0.00
	1-		FIC	or of Building		\$0.00	\$0.00
	1-9					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	1-3					\$0.00	\$0.00
	-					\$0.00	\$0.00

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

Lease Number:	

Page 3 of 8 Form 4054

Rev. Date 8/15

Lessee Initial:

#### B. Option Term

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

Term		Term Floor of Square Footage Rate Per So	Rate Per Square	Contract of			
Start (MM/DD/YYYY)	-	End (MM/DD/YYYY)	Building	Per Floor	Foot	Monthly Rent	Annual Rent
	-					\$0.00	\$0.00
	+					\$0.00	\$0.00
	-	1		1		\$0.00	\$0.00
	-					\$0.00	\$0.00
-	-	1				\$0.00	\$0.00
	-			18 31		\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
- /	-					\$0.00	\$0.00
	-	- 5				\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

	-	
5.	Utili	ities .
	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.
	В.	For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, 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.	Faci	lity 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.
	В.	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 $\square$ or Lessee $\square$ agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor $\square$ or Lessee $\square$ .
	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
	<del></del>
	<del></del>
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.
Acc	essibility and Alterations
	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.
R	The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or
٥.	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 (owner
	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.
	1 (1 mm) 1 mm 1 mm 1 mm 1 mm 1 mm 1 mm 1
	<u>plicable Laws</u> e to the size and/or configuration of the space leased, the following laws apply:
	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:

Lessee Initial: \_\_\_\_\_ Rev. Date 8/15

Page 4 of 8 Form 4054

В.	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.

Lease Number:

#### 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

Lease Number:	

#### 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 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	405
Lessee Initial:	Rev. Date	8/15

Lease Number:			
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#### 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:
  - 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
  - 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
  - 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: Re	v. Date	8/15

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s to Lessor – Lessor, or authorized representative a	and two witnesses, must sign, print name and	d enter date.
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Lessor or Authorized Representative	Printed Name/Title	Date
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Witness #1	Printed Name	Date Date
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Witness #2	Printed Name	Date
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Agency Head or Authorized Delegate	Printed Name/Title	Date
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Lease Number: \_\_\_\_\_

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.

ITN 710:0268 Page 109 of 148 Lease Effective Date: 10/01/2022

#### **ATTACHMENT C - ADDENDUM A**



#### **STATE OF FLORIDA**

### DEPARTMENT OF MANAGEMENT SERVICES JANITORIAL SERVICES ADDENDUM

ADDENDUM: A LEASE NUMBER: 710:0000

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, toilet seat covers, 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
WEEKLY:	Carpeted areas – Vacuum. Non-
	carpeted areas – Dust mop.
	Spot damp mop to remove stains or spots.
	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).
	FURNISHINGS
AS NEEDED, BUT AT	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc.
LEAST WEEKLY:	Do not disturb any papers lying on desks or cabinets
	Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.
	Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.

FM 4054D (R04/16)

ITN 710:0268 Page 110 of 148 Lease Effective Date: 10/01/2022



### DEPARTMENT OF MANAGEMENT SERVICES JANITORIAL SERVICES ADDENDUM

	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
DAIIV.	
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, toilet seat covers, 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.
	PEST CONTROL
MONTHLY:	Interior and exterior as needed.

FM 4054D (R04/16)

<u>ITN 710:0268</u> Page 111 of 148 Lease Effective Date: 10/01/2022



#### STATE OF FLORIDA

### DEPARTMENT OF MANAGEMENT SERVICES 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 Agency 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 Agency 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 ten (10) years thereafter during the base term, and prior to the commencement date of any renewals or extensions thereof. Common areas shall be re-painted every five (5) years. The Agency 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 Agency, and must be blended-in so that it matches the existing finish/wall.
  - High traffic areas shall be repainted annually if requested by the Agency.
- 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 ten (10) years thereafter during the base term, prior to the commencement date of any renewals or extensions thereof. Common areas shall have new flooring every five (5) years. The Agency shall be provided samples from which to choose colors.
  - No flooring will be accepted 'as-is' unless a specific 'concession' is granted by the Agency in writing.
  - If adhesives and/or sealants are used during flooring installation, they MUST be low VOC products and the facility MUST be property 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 Agency 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:	LESSOR:	
Florida Department of Law Enforcement		
Lessee Signature	Lessor Signature	
	- American	_
Name/Title	Name/Title	
Date	Date	
FM 4054D (R04/16)		

ITN 710:0268 Page 112 of 148 Lease Effective Date: 10/01/2022

#### **ATTACHMENT C - ADDENDUM B**



### STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

### ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES

ADDENDUM: <u>B</u> LEASE NUMBER: <u>710:0000</u>

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  $\frac{$3,127.85}{}$  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:	
Florida Department of Law Enforcement		
Lessee Signature	Lessor Signature	
Ecosec Signature	ecssor signature	
Name/Title	Name/Title	
Date	Date	

ITN 710:0268 Page 113 of 148 Lease Effective Date: 10/01/2022

#### ATTACHMENT C - ADDENDUM C



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

ADDENDUM: <u>C</u> LEASE NUMBER: <u>710:0000</u>

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

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.

Florida Department of Law Enforcement	LESSOR:
Lessee Signature	Lessor Signature
Name/Title	Name/Title
Date	Date

ITN 710:0268 Page 114 of 148 Lease Effective Date: 10/01/2022

#### ATTACHMENT C - ADDENDUM D

### STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

#### **INDOOR AIR QUALITY**

ADDENDUM: <u>D</u> LEASE NUMBER: <u>710:0000</u>

#### Lessor shall agree to the following at the Lessor's expense:

#### 1. Indoor Air Ventilation & Minimum Moisture Standards:

Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2016. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours. Temperatures may be adjusted periodically to achieve employee comfort. Unit(s) are to be equipped with automatic thermostat(s) fitted with tamper proof covers. The system shall be tested and balanced prior to occupancy and adjusted after occupancy until desired temperature and balance are achieved.

#### 2. Service & Filtration of HVAC Systems & Mold Growth:

To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2013, Assessment, Cleaning and Restoration of HVAC Systems. Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Filters (if applicable) on fresh air intake vents shall be cleaned or replaced bi-monthly. The Lessor shall maintain a monthly service record, showing the dates, the maintenance cleaning and inspection were made, and filters replaced. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.

The entire air conveyance system to be inspected, calibrated, tested and balanced by a firm professionally engaged in this type of work, just prior to occupancy, every 5 years and/or after any renovations which effect the systems operation. The scope of work shall include all the items listed above, and include operating controls, sensors and controls that shall be calibrated, inspection of air handlers, pumps, valves, condensation drain lines, condensation pans, coils, ductwork, dampers, VAV boxes, cooling towers, or anything that has a relationship to the air conveyance or operating control system. The test and balance firm shall provide a report in writing to the Lessor that the above listed items and specifics have been inspected, and are in proper operating order. A copy of this report provided to the Lessee prior to occupancy and after each 5-year re-inspection.

Buildings or spaces, older than 10 years, where ductwork has not been retrofitted, with ridged air conveyance ductwork (lined or non-lined on the air side), turning vanes, operational control systems on the air side, air handlers that are to remain in place, must be thoroughly inspected for excessive buildup of dust and

ITN 710:0268 Page 115 of 148 Lease Effective Date: 10/01/2022

contaminants (i.e., mildew, mold fungi, etc.) by the firm performing the test and balance of the space or building. If excessive buildup of dust, dirt or contaminants is present, the Lessor shall contract at his expense with a licensed mechanical firm to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior of the air handlers cleaned properly. The Lessor shall provide receipt for cleaning/inspection. HVAC system and ducts are to be professionally cleaned and chemically treated to kill all bacteria and mold if ducts are over 10 years old. Lessor to provide receipt of service.

#### 3. Moisture Intrusion & Mold Amplification:

The building envelope (roofs, exterior walls and floors) shall be maintained in such condition so as to prevent moisture intrusion to the interior that may result in bacterial amplification, or fungal growth on surfaces, furnishings or interstitial spaces. Any conditions suitable for the amplification of fungal spores on interior building materials, furnishings or contents are unacceptable.

#### 4. Lessee's Remedy to Indoor Air Quality:

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation that is also a Florida Licensed Mold Assessor (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent 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 reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) . Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator. Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor.

Florida Department of Law Enforcement	LESSOR:
Lessee Signature	Lessor Signature
Name/Title	Name/Title
 Date	 Date

ITN 710:0268 Page 116 of 148 Lease Effective Date: 10/01/2022

### ATTACHMENT C – ADDENDUM E

# STATE OF FLORIDA FLORIDA DEPARTMENT OF LAW ENFORCEMENT ADDITIONAL LEASE TERMS

ADDENDUM: <u>E</u>	LEASE NUMBER: <u>710:0000</u>
All proposals submitted by the Lessor for Lease number	er, 710:0000 located at, are
incorporated into this Lease Agreement. This lease sh	all incorporate, among other provisions, the contents of
the solicitation document and successful Offer's respon	nse to this solicitation.
In cases where a dispute arises between the Standard	Lease Agreement <b>710:0000</b> , the Invitation to Negotiate
710:0000, and the Lessor's response to the Invitation	n to Negotiate <b>710:0000</b> , during the term of the Lease
Agreement, Renewal Option(s) periods and/or exter	nsions thereof, the controlling documents, in order of
precedence shall be:	
First - The Standard Lease Agreement 710:00	00(including Addenda); <b>then</b> ,
Second - The Lessor's response (Reply) to the In-	vitation to Negotiate 710:0000; then,
<u>Third</u> - The Invitation of Negotiate 710:0000.	
LESSEE:	LESSOR:
Florida Department of Law Enforcement	
Lessee Signature	Lessor Signature
Name /Fide	Name (Tible
Name/Title	Name/Title
Date	Date

<u>ITN 710:0268</u> Page 117 of 148 Lease Effective Date: 10/01/2022

### **ATTACHMENT D**

### **DISCLOSURE OF OWNERSHIP**

### **DISCLOSURE STATEMENT**

(Required to be completed and submitted upon Award)

ITN 710:0268 Page 118 of 148 Lease Effective Date: 10/01/2022



### DISCLOSURE OF OWNERSHIP STATE OF FLORIDA

#### **Disclosure Statement**



Department of Management Services Form 4114

Purpose Lease Number: 710:0000

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

Flo	rida	Statutes.				
1.	Ow a. b. c.	b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)				
2.	Dis	closure 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  If "Yes," please proceed to section 4.				
	b.		interest in the facility or the entity holding title	Yes No		
	<ul> <li>c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility?</li> <li>If "Yes," please proceed to 2.d.</li> </ul>			Yes 🗌 No 🗌		
	d.	Is the facility listed above financed with any typ  If "Yes," please stop and immediately contact		Yes No		
3.	Ow a.	nership Disclosure List - (additional pages may be Name	e attached) Government Agency (if applicable)	Extent of Interest (Percent)		
	_ _ _					
	b.	The equity of all others holding interest in the ab	pove-named facility totals:			
		Form incorporated by reference, su	ubsection 60H-1.025, Florida Administrative (	Code.		

ITN 710:0268 Page 119 of 148 Lease Effective Date: 10/01/2022

•	signing this form, the undersigned acknowledges that the information provided is true eir knowledge.	e and complete, to the best of
a.	Publicly Owned Facilities	
	Signature:	<u>-</u>
	Name:	<u>-</u>
	Government Entity:	-
	Date:	
b.	Private Individually-held Facilities	
	Signature:	<u>-</u>
	Name:	<del>-</del>
	Date:	
	Signature:	-
	Name:	-
	Date:	
c.	Entity-held Facilities	
	This is to certify, that the undersigned is authorized to conduct business as a repre in section 1.c. of this Disclosure Statement.	sentative of the entity listed
	Signature:	-
	Name:	-
	Date:	

4. Signatures

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

<u>ITN 710:0268</u> Page 120 of 148 Lease Effective Date: 10/01/2022

### **ATTACHMENT E**

## DEPARTMENT OF FINANCIAL SERVICES DIVISION OF STATE FIRE MARSHAL

PLANS REVIEW FEES, PROCEDURES AND REQUIREMENTS

Lease Effective Date: 10/01/2022

### 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/)

#### **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

ITN 710:0268 Page 122 of 148 Lease Effective Date: 10/01/2022

#### **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 <u>submitter</u>. 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 resubmittal 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.

- <u>Renovation or Alteration</u> 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.
- <u>Equivalency Concepts</u> 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.
- <u>Change of Occupancy</u> The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- <u>Floor Area</u> The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- <u>High Hazard Area</u> 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.
- <u>Construction Type</u> The type of construction shall be identified as per N.F.P.A. 220.
- <u>Atrium</u> 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.
- <u>Penetration of Smoke or Fire Barriers</u> 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.
- <u>Fire Detection, Alarm and Communication Systems</u> 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.

ITN 710:0268 Page 123 of 148 Lease Effective Date: 10/01/2022

- <u>Automatic Sprinkler System, Standpipes and Fire Pumps</u> 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.
- <u>Correction Facilities</u> The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.
- <u>Lease Spaces</u> 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); and
- (3) 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.

ITN 710:0268 Page 124 of 148 Lease Effective Date: 10/01/2022

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, furrs, 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, furrs, 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.

ITN 710:0268 Page 125 of 148 Lease Effective Date: 10/01/2022

#### **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).

NOTE: IT IS THE SOLE 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 PLANS. FOR CURRENT FORMS AND INSTRUCTIONS, VISIT THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES', DIVISION OF FIRE MARSHAL, BUREAU OF FIRE PREVENTION WEB SITE AT:

http://www.myfloridacfo.com/Division/SFM/BFP/default.htm

ITN 710:0268 Page 126 of 148 Lease Effective Date: 10/01/2022



#### **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:	an cas o	Email:		Phone:	
d. Engineer of Record for Fire A	larm System:	Email:		Phone:	
e. Engineer of Record for Fire S System:	prinkler	Email:		Phone:	
2. PROJECT NAME OR DESC	RIPTION				
3. TYPE OF SUBMITTAL	a. ☐ Design Review (<100% Construction Documents) b. ☐ 100% Construction Documents c. ☐ Revision for SFM #: (Complete items 1a and 7 only) d. ☐ Shop Drawings for SFM #: (Complete items 1a and 7 only) e. ☐ Other:				
4. BUILDING INFORMATION	a. State Ov	vned* b.	State-Lease	d,** lease #:	
	c. Design or S	tate Agency Project #	<b>#</b> :		
	d. Project Square Footage:  f. Building Name:		e. State Agency or University:		
			g. Buildir	g. Building #:	
	h. Building Str	eet Address:		90	
	i. City/State/Zi	p:		j. County:	
	k. NFPA Occu	pancy Type: (check a	all that apply	)	
	Ambulatory He			partments	
	Detention and One and Two			ay-Care	
	Hotels and Do			ealth Care	
		ooming Houses Business			
	Residential Bo	ard and Care		dustrial  ssembly	
2	Storage	nge in occupancy?		C Construction Type:	
	☐ Yes ☐No	igo in occupancy.		- Concudency Type.	
	n. Building He		o. Number	of Stories:	
	p. Life Safety Systems: (check all that apply)  Fire Alarm System Fire Sprinkler Standpipe Other:		Standpipe		
	q. Estimated Construction Cost (not including the cost of land, site improvement civil work or furniture and equipment):		ne cost of land, site improvement,		

Page 1	Permit #	

<u>ITN 710:0268</u> Page 127 of 148 Lease Effective Date: 10/01/2022



#### APPLICATION FOR PLAN REVIEW

5. SITE INFORMATION	a. Site Name:		
	b. Site Street Address:		
	c. City/State/Zip:		
6. FEES	Person/Company responsible for payment of fees:		
	b. Street Address:		
	c. City/State/Zip:	d. Phone:	
7. RETURN PLANS	a. Plans should be returned to:	e returned to:	
	b. Street Address:		
	c. City/State/Zip:	d. Phone:	

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:

#### 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

\*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.

\*\* 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.

If this is a state lease at a Department of Management Services facility, please send a copy of this completed form to:

Real Property Administrator 4050 Esplanade Way, Suite 315 Tallahassee, FL 32399-0950

Page 2	Permit #	
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DFS-K3-1973 Rev. 03/12; Rule 69A-52.003, F.A.C.

ITN 710:0268 Page 128 of 148 Lease Effective Date: 10/01/2022

### **ATTACHMENT F**

### **DEPARTMENT OF MANAGEMENT SERVICES**

**ENERGY PERFORMANCE ANALYSIS (EPA)** 

#### STATE OF FLORIDA

#### DEPARTMENT OF MANAGEMENT SERVICES ENERGY PERFORMANCE ANALYSIS (EPA)

#### 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 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:
  - 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) <u>Partial-Building Scenario</u>: 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 Starrating.
    Note: An Energy Star rating for the entire building in this scenario will not be accepted.
- d. <u>Exception</u>: 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

ITN 710:0268 Page 130 of 148 Lease Effective Date: 10/01/2022

- 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 and Submittal Reference**: 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 below address.

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 Florida Department of Law Enforcement ITN 710:0000, and,
- Notify the Issuing Officer of the status of the EPA when submission is made to DMS, via emailat: TeriJenkins@fdle.state.fl.us and JThornbury@savills.us

ITN 710:0268 Page 132 of 148 Lease Effective Date: 10/01/2022

### **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' MvFloridaMarketPlace (MFMP)

In order to do business with the Florida Department of Law Enforcement (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: <a href="http://dms.myflorida.com/mfmp">http://dms.myflorida.com/mfmp</a>.

Click on the **MFMP Vendor** link, then click on Vendor Tools and proceed with your registration. Please be aware that for <u>each</u> purchase, vendors are required to pay the State (not the Agency 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 abovementioned 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 <u>MyFloridaMarketPlace Customer Service Desk</u> 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 710:0000

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

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: <a href="http://www.myfloridacfo.com/aadir/direct\_deposit\_web/Vendors.htm">http://www.myfloridacfo.com/aadir/direct\_deposit\_web/Vendors.htm</a>

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. <u>Notification of changes to ownership (Lessor), contact information, mailing and/or rental remittance addresses</u> 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 Florida Department of Law Enforcement's Leasing section is required. For the lease agreement acquired thru this ITN, the contact is:

Alexa Soteros, Facilities Leasing Telephone: (850) 410-7312

Email: FDLEFacilitiesOffice@fdle.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:

ITN 710:0268 Page 134 of 148 Lease Effective Date: 10/01/2022

- 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 <u>Disclosure Statement FORM</u> (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 III - 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 taxinformation
- 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

ITN 710:0268 Page 135 of 148 Lease Effective Date: 10/01/2022

### 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

Oirect Deposit phone number (850) 413-5517

Checking payments on the web: <a href="https://flair.dbf.state.fl.us">https://flair.dbf.state.fl.us</a>

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 <a href="mailto:directdeposit@myfloridacfo.com">directdeposit@myfloridacfo.com</a>

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.

ITN 710:0268 Page 136 of 148 Lease Effective Date: 10/01/2022

### **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.)

ITN 710:0268 Page 137 of 148 Lease Effective Date: 10/01/2022

#### 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.

Page 1 of 2

ITN 710:0268 Page 138 of 148 Lease Effective Date: 10/01/2022

- 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)

1/4" = .021	3 ¼" = .271	6 ¼" = .521	9¼" = .771
1/2" = .042	3 ½" = .292	6 ½" = .542	9½" = .792
<sup>3</sup> ⁄ <sub>4</sub> " = .063	3 ¾" = .313	6 ¾" = .563	9¾" = .813
1" = .083	4" = .333	7" = .583	10" = .833
1 ¼" = .104	4¼" = .354	7 ¼" = .604	10¼" = .854
1 ½" = .125	4 ½" = .375	7 ½" = .625	10%" = .875
1 ¾" = .146	4 ¾" = .396	7 ¾" = .646	10¾" = .896
2" = .167	5" = .417	8" = .667	11" = .917
2 ¼" = .188	5 ¼" = .438	8¼" = .688	11¼" = .938
2 ½" = .208	5 ½" = .458	8½" = .708	11½" = .958
2 ¾" = .229	5 ¾" = .479	8¾" = .729	11¾" = .979
3" = .250	6" = .500	9" = .750	

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

#### **ADDITIONAL INSTRUCTION**

<u>All A/E plans required under this ITN</u> 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 (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.

Page 2 of 2

ITN 710:0268 Page 139 of 148 Lease Effective Date: 10/01/2022

### **ATTACHMENT I**

### **PREVIOUS EXPERIENCE**

(Required to be submitted with the Reply)

#### PREVIOUS EXPERIENCE OF OFFEROR

The Department requests that each Offeror provide relevant experience of other successful build-to-suit or large renovation projects completed in the last 10 years. Relevant experience shall include but is not limited to:

- Project Address
- Building Square Footage
- Space Type (Please note any special use space such as labs, highly secured areas, etc.
- Tenant
- Total Project Budget
- Construction or Renovation Timeframe
- Delivery Date
- If available, pictures or renderings of the property or build out

ITN 710:0268 Page 141 of 148 Lease Effective Date: 10/01/2022

# ATTACHMENT J COMMISSION AGREEMENT

Lease Number: **710:0000** 

### **COMMISSION AGREEMENT**

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

This Commission Agreement ("Agreement") is entered into as of thisday of, 20	, by and between ("Owner"
, the State of Florida ("Tenant") Florida Department of Law Er	nforcement
and ("Tenant Broker") <u>SAVILLS OCCUPIER SERVICES</u>	
The following provisions are true and correct and are the basis for this Agreement:	
A. Owner has legal title to a property located at, inCounty, tract is an office building/project commonly known as (the "Building"), and which is further describe of, Property Appraisers Parcel Number	Florida on which d as, or a portion
B. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services space to the Tenant.	in connection with the leasing of
C. Should a Lease (herein so called) be consummated, Owner has agreed to pay The State of Florida a real estate services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth	
D. Owner understands and agrees that Tenant Broker is serving solely as a representative of Tenants' interest that the applicable fee structure(s) defined below, as mutually agreed between Owner, Tenant Broker 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 consufficiency of which is hereby acknowledged, the parties hereto agree as follows:	sideration the receipt and

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:**

Total Aggregate Gross Base Rent	Commission Rate	
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.

FM 4097 (R04/14)

Page 1 of 2

Lease Number: **710:0000** 

### 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 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 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.

NOTICES:			
To Tenant Broker:	Savills Occupier Services		
To Owner:			
To Tenant: _		w Enforcement	
<u></u>	331 Phillips Road, Tallahasse		
LECAL DECORIDEION	/:£	. // \	
LEGAL DESCRIPTION	I (if not attached as Exhibit "A	<b>'</b> ")	
		") y of, <u>20</u>	
GREED AND ACC		y of, <u>20</u> OWNER:	BROKER: Savills Occupier Services
GREED AND ACC TENANT: Florida Depai	CEPTED thisda	y of, <u>20</u> OWNER:	Savills Occupier Services
GREED AND ACC TENANT: Florida Depai	CEPTED thisda	y of, <u>20</u> OWNER:	Savills Occupier Services  (x) Signature

FM 4097 (R04/14) Page 2 of 2

ITN 710:0268 Page 144 of 148 Lease Effective Date: 10/01/2022

### **ATTACHMENT K**

### **SPECIAL POWER OF ATTORNEY FORM**

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

ITN 710:0268 Page 145 of 148 Lease Effective Date: 10/01/2022

#### **STATE OF FLORIDA**

Lease Number: \_710:0268

#### **SPECIAL POWER OF ATTORNEY**

Name	Street Address	
	, hereby appoint	
City, State		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 e	entering of a bid for Lease Agreement No	710:0268
with the State of Florida, Departm	ent of Law Enforcement, for the Building at:	
	<i></i>	FL
Street Address	City	Zip Code
title to said property being held by		
	Name	
shall remain in full force and effe awarded by the Florida Departmen	of my attorney in fact to exercise any and all ect until this Power of Attorney is revoked by nt of Law Enforcement. of, 20	
STATE OF FLORIDA COUNTY OF		gnature
PERSONALLY APPEARED BEFORE M		
personally known to me. who, after	אפ er first being sworn by me, affixed his/her signa	ame ture in the space provided above th
day of		
		(SEAL)
Notary Public		
Printed Name of Notary Public	My Commission Exp	vires:

# ATTACHMENT L FINANCIAL EVALUATION

ITN 710:0268 Page 147 of 148 Lease Effective Date: 10/01/2022

FDLE may request financial information from the Offeror(s) it enters into Negotiations with. Vendors should not submit financial information with their Replies.

Offeror(s) may be required to submit audited financial statements in conformity with accounting principles generally accepted in the United State of America (GAAP) for the last two (years), as well as communications received in accordance with AU-C Section 260 The Auditor's Communication With Those Charged with Governance and AU-C Section 265 Communicating Internal Control Related Matters Identified in an Audit. It is the intent of FDLE to evaluate financial documentation to be able to satisfy itself that the Offeror is financially capable of providing all commodities and services outlined in this ITN and that organization changes affecting the Offeror shall not impede such assessment. Audited financial statements must be submitted in accordance with FDLE's guidelines/requirements. If financial statement audits were not performed offerors may be required to submit reviewed financial statements in accordance with GAAP. FDLE will provide submission guidance and requirements to the applicable Offeror(s).

During the course of this solicitation and resulting Contract, if an Offeror is instructed to provide financial information, any new financial statements that become available should be submitted immediately upon issuance.