



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730: 0378

ITN 730: 0378

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Attachment C

Lease Number: 730:0373

Lease Commencement: Monday, September 01, 2014

Preamble

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

Parties

Lessee: The State of Florida Department of Revenue
Agency Name

Address: 2450 Shumard Oak Blvd, 2-1600 Tallahassee FL 32399-1090
Street City State Zip Code

Lessor: _____
Lessor Name

Address: _____
Street City State Zip Code

FEID: _____ **OR** **Social Security Number:** _____

1. Description

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

Description:

Building: _____ **County:** Collier
Building Name

Address: _____
Street City State Zip Code

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

B. Lessor shall also provide 50 exclusive parking spaces and 15 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: _____
and end at the close of business on _____
for a term of ___ months.

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



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3. Notices, Rental Invoices & Rental Payments

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

Lessee: The State of Florida Department of Revenue
Agency Name

Address: 2450 Shumard Oak Blvd, 2-1600 Tallahassee FL 32399-1090
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State Zip

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

Lessee: The State of Florida Department of Revenue
Lessee Name

Address: 2450 Shumard Oak Blvd, 2-1600 Tallahassee FL 32399-1090
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State Zip

4. Rent

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

A. Base Term

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

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

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

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

5. Utilities

- A. The **Lessor** , **Lessee** , see **Addendum** _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .
- B. Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

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



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

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

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

7. Accessibility and Alterations

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

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

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

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

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



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8. Applicable Laws

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

- A. Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does or does not intend to seek reimbursement for these improvements.
- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and

radon testing may be obtained from your county health department. (Chapter 404.056(8), 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.



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12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

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.



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22. Public Entity Crime Statement

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

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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



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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):

A _B_ _C_ _D_ _E_ _F_ _G_



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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

X	_____		Lia Mattuski, Director Financial Management	Printed Name	___ / ___ / ___
	Agency Head or Authorized Delegate				Date
X	_____		_____	Printed Name	___ / ___ / ___
	Agency Office of General Counsel				Date

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

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



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ADDENDUM: A

LEASE NUMBER: 730: 0378

ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES

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 \$974.15 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.

Lessor:

Lessee: The State of Florida
Department of Revenue

By: _____

By: _____

Lia Mattuski
Director Financial Management

Date: _____

Date: _____



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ADDENDUM: B

Lease Number: 730: 0378

Janitorial Addendum

The Lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning and maintenance equipment and cleaning supplies as required, including but not limited to, toilet seat liners, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

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

FLOORS (TO INCLUDE: LOBBY, OFFICE SPACE, RESTROOMS & KITCHEN)

The following shall be done **Daily**:

- Carpeted Areas – Vacuum
- Non-carpeted Areas – Dust mop
- Remove gum and other materials
- Spot damp mop to remove stains

The following shall be done **Weekly**:

- Non-carpeted Areas – Damp mop and spray buff

The following shall be done **Semi-Annually**:

- Machine clean carpets in hallways and other areas if their condition so dictates
- Strip, reseal and wax all normally waxed floors

The following shall be done **Annually**:

- Machine clean all carpets throughout the facility

WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

The following shall be done **Weekly**:

- Spot Clean
- Clean light switch plates and surrounding wall areas
- Dust windowsills, ledges, fixtures, etc.

The following shall be done **Weekly**:

- Dust or vacuum HVAC registers

The following shall be done **Annually**:

- Dust all light fixture diffuses and dust light bulbs



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WINDOWS AND GLASS

The following shall be done **Daily**:

- Spot clean entrances and vicinity glass both in and outside
- Spot clean directory and internal glass or windows
- Spot clean glass/windows in the Customer Service Areas, interview work station glass (seated and walk-up stations)

The following shall be done **Semi-Annually**:

- Clean inside of external windows

WATER FOUNTAINS

The following shall be done **Daily**:

- Clean and sanitize

FURNISHINGS

The following shall be done as needed, but at least **Weekly**:

- Dust tables, chairs, desks credenzas, file cabinets, bookcases, etc.
- Do not disturb any papers lying on desks or cabinets
- Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc.
- Dust draperies, Venetian blinds, or curtains
- Wipe down lobby seating

The following shall be done **Semi-Annually**:

- Vacuum all drapes, Venetian blinds, or curtains

TRASH AND REFUSE

The following shall be done **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

The following shall be done **Daily**:

- Empty and clean all cigarette urns
- Empty and damp wipe all ashtrays



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ELEVATORS – (IF APPLICABLE)

The following shall be done **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

The following shall be done **Weekly**:

- Vacuum door tracks
- Damp mop floors and spray buff if not carpeted

STAIRWELLS – (IF APPLICABLE)

The following shall be done **Daily**:

- Remove accumulated trash
- Spot sweep as required

The following shall be done **Weekly**:

- Sweep
- Dust mop to remove stains
- Dust handrails, ledges, etc.
- Spot clean walls and doors

RESTROOMS

The following shall be done **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 liners and soap
- Check and replace, as necessary, deodorizer bars/room air freshener units

The following shall be done **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)

The following shall be done **Daily**:

- Clean and sanitize sinks and counter areas

The following shall be done **Weekly**:

- Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.



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MAINTENANCE SERVICES

In reference to Articles III and V of the lease agreement:

- Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
- All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every five (5) years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed. High traffic areas shall be repainted annually when requested by the Department.
- Perform such other services as are necessary to keep the facility clean and in a sanitary condition.
- All carpeting throughout leased area shall be replaced, meeting original specification, every five (5) years. Worn areas shall be replaced as needed. Broken, chopped tiles shall be replaced when damage occurs. Any alteration to this schedule shall be made and agreed to by both parties in writing.

In providing any or all of the before mentioned services:

- Janitorial staff is to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
- Only actual employees of the janitorial contractor are to be admitted to the premises.
- During cleaning, all outside doors are to be locked and janitorial staff is not to provide access into the facility to anyone.
- Janitorial staff is to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.
- Janitorial/Recycling Services are to be performed during all hours of occupancy at no additional cost to the Department (Lessee).



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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 lease space. The state is required by law to collect white office paper.

A. The Lessor shall be required:

1. To coordinate the participation of the janitorial staff in the recycling program.
2. To supply and maintain standard trash dumpster(s)
3. To provide an external 10' x 15' concrete pad for a recyclable dumpster enclosed with a fence and; or shrubbery so as not to distract from the aesthetic of the facility. In the event that it is not practical to place an external recycling dumpster on site, the successful bidder may propose an internal collection room.

B. The janitorial staff shall be required:

1. To remove recyclable material from office receptacles and/or bulk recyclable loads from the facility.

C. The recycling contractor shall:

1. Provide and maintain clearly marked:
 - a. Individual office sorting containers.
 - b. Internal janitorial collection carts.
 - c. Exterior storage containers.
 - d. Maintain a clean area around both internal and external recycling containers/dumpsters.

The Lessor and Lessee mutually agree that the described premises leased in this lease agreement shall be available to the Department (Lessee) for its exclusive use twenty four (24) hours per day, seven (7) days per week, during the lease term. The space to be leased by the Department will be fully occupied during normal working hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary and required at the full discretion of the Department. Accordingly, services to be provided by the Lessor, under the terms of the lease agreement will be provided during all hours of occupancy at no additional cost to the Department (Lessee).

Lessor:

Lessee: The State of Florida
 Department of Revenue

By: _____

By: _____
Lia Mattuski
Director Financial Management

Date: _____

Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730: 0378

Addendum: C

Lease Number: 730: 0378

Employment Eligibility Verification Form 4054K

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 ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

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

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

Lessor:

Lessee: The State of Florida
 Department of Revenue

By: _____

By: _____
Lia Mattuski
Director Financial Management

Date: _____

Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730: 0378

Addendum: **D**

Lease Number 730: 0378

SPACE MEASUREMENT
Square Footage Verification

If, upon verification of the square footage, the amount of square footage is different from that Shown on the original lease, the Lessor agrees that the lease will be modified (space decreased or increased) to correct the square footage. This verification can be done either by calculating the square footage from the dimensions on the scaled floor plans or upon the space being physically measured.

Lessor:

Lessee: The State of Florida
Department of Revenue

By: _____

By: _____

Lia Mattuski
Director Financial Management

Date: _____

Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Addendum: E

Lease Number 730: 0378

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY & VOLUNTARY EXCLUSION
CONTRACTS & SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1996. The guidelines were published on May 29, 1987, Federal Register (52 Fed., Reg., pages 20360-20369).

1. The prospective Lessor certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency.
2. Where the prospective Lessor is unable to certify to any of the statements in this certification, such prospective Lessor shall attach an explanation to this certification.

Lessor:

Lessee: The State of Florida
Department of Revenue

By: _____

By: _____

**Lia Mattuski
Director Financial Management**

Date: _____

Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Addendum: F

Lease Number: 730: 0378

PROPOSAL SUBMITTED BY THE LESSOR

All proposals submitted by the Lessor for Lease number,730: 0378 located at XXXXXX Orlando, FL, are incorporated into this Lease Agreement.

Upon receipt of a lease from the Department of Revenue, the Offeror shall have 30 (thirty) days to execute and return said lease, unchanged, to the Department of Revenue. The Department of Revenue 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 30 (thirty)days of receipt

Lessor:

Lessee: The State of Florida
Department of Revenue

By: _____

By: _____

Lia Mattuski
Director Financial Management

Date: _____

Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Addendum:G

LEASE NUMBER: 730: 0378

FLORIDA LAW VENUE

The Lessor and the Lessee agree that this lease is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects, unless otherwise specifically provided for in this lease, in accordance with Florida law. Venue shall be in Florida state court in Leon County, Florida.

Lessor:

Lessee: The State of Florida
Department of Revenue

By: _____

By: _____

Lia Mattuski
Director Financial Management

Date: _____

Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

Attachment: **D**

LEASE NUMBER: 730: 0378

Purpose

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

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

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

c. Name of titleholder: _____

Titleholder FEIN or SSN: _____

Name of facility: _____

Facility street address: _____

Facility city, state, zip code: _____

2. Disclosure Requirements

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

If "Yes," please proceed to section 4.

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

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

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

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

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

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

4. Signatures

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

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

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

Signature: _____

Name: _____

Date: _____

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Attachment: E

LEASE NUMBER: 730: 0378

DIVISION OF STATE FIRE MARSHAL
Plans Review Fees, Procedures and Requirements

The plans for all construction of any new state owned or state lease building and renovation or alteration of any existing state owned or state leased building are subject to review and approval of the Division of State Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy. The Division of State Fire Marshal may inspect state owned and state leased spaces as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire safety standards as per Florida Statutes 633.085 and 69A-52, Florida Administrative Code.

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

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

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

DESIGN CRITERIA:

The Life Safety portion of the plans shall be designed in accordance with the National Fire Protection Association (NFPA) 101, Life Safety Code; NFPA 1, Fire Prevention Code; and adopted NFPA Standards.

**See Florida Administrative Code 69A-3.012 for the adopted edition of NFPA 101 & 1 and a list of adopted NFPA Standards.
(<https://www.flrules.org/>)**

PLANS REVIEW FEES:

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

Example:

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

METHOD OF PAYMENT

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

WHAT TO SUBMIT

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

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

If Sending By Regular Mail

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

If Sending By Overnight Service

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

PLANS SUBMISSION:

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

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

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

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

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

PLAN INFORMATION

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

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
- **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
- **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
- **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.

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- **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
- **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
- **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.
- **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
- **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.
- **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system and the appropriate N.F.P.A. standard that was used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.
- **Automatic Sprinkler System, Standpipes and Fire Pumps** - All existing or new systems shall be clearly identified on the plans. The type of system and appropriate N.F.P.A. standard, which was used for the design and installation, shall be indicated on the plans and signed and sealed by the Engineer of Record. Hydraulic calculations, also signed and sealed by the Engineer of Record, shall accompany the plans where applicable.
- **Correction Facilities** - The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.

- **Lease Spaces** - If the leased space is on a floor located above the level of exit discharge (LED) a plan of the LED is required to be submitted to ensure proper exiting from the building.
- The plan shall have the correct name of the facility: Building Number, Office/Complex Name, Street Address, and City, County, and Zip Code, and any assigned lease number noted on the document.
- Include site plan to scale showing project, distances to nearby buildings, fences, parking, and location of hazardous features such as fuel storage or incinerators, and fire lanes if required by NFPA 1.
- Include floor plan(s) drawn to scale showing walls and partitions, openings, door swings, built-in features, changes in elevation such as steps or ramps, dimensions, and notes to indicate what is shown and the use (room name) of each space.
- Schedules for doors, windows and hardware.
- Drawings of HVAC systems.
- Show the following on plans, if applicable: exit markings, emergency lighting (type and location), fire extinguisher(s) (type and location), nationally tested wall assembly details for rated walls, stair and handrail details, interior finishes and their flame spread ratings.
- Show any special fire extinguishing systems such as dry chemical hood systems.

CONSTRUCTION INSPECTIONS

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

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

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DEPARTMENT OF MANAGEMENT SERVICES**

HOW TO REQUEST AN INSPECTION

The following inspections must be considered:

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

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

The request may be forwarded by mail or facsimile to the Plans Review Section (see form for fax # and address).

The Plans Review Section will route the request to the appropriate field office where the local field inspector will then contact the requestor to make final arrangements for the inspection.

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

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

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

FIRE ALARM CHECKLIST

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

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- fixture types/locations, HVAC opening types/locations, and all architectural features (joist, beams, coffers, furr, 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, furr, etc.), construction assembly (combustible ceiling or framing? significant combustibles in ceiling cavity, etc.)
6. Sprinkler obstructions denoted (suspended light fixtures, dust work, architectural items, etc.)
7. H.V.A.C. openings shown
8. Method of maintaining sprinkler system at or above 40 degrees F identified. Describe all unheated areas and explain methodology of all types, sizes, locations, etc. of freeze protection devices.
9. Graphically highlight each hydraulic area, title each area on the plans, with matching title on each calculation set.
10. Location and rating of firewalls, unprotected vertical openings, and other assemblies affecting sprinkler design.
11. Size of city main at street, denoting dead end or circulating (or denote private supply)
12. Total area protected by each system on each floor.
13. Location, type, and listing of hangers.
14. Underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, valve pits, backflow preventers, etc.)
15. All hydraulic name plate information.
16. Setting for pressure reducing valve denoted.

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS

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

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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).

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

APPLICATION FOR PLAN REVIEW

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

1. CONTACT INFORMATION		
a. Applicant's Name:	Email:	Phone:
b. State Agency Contact:	Email:	Phone:
c. Architect of Record:	Email:	Phone:
d. Engineer of Record for Fire Alarm System:	Email:	Phone:
e. Engineer of Record for Fire Sprinkler System:	Email:	Phone:
2. PROJECT NAME OR DESCRIPTION		
3. TYPE OF SUBMITTAL	a. <input type="checkbox"/> Design Review (<100% Construction Documents)	
	b. <input type="checkbox"/> 100% Construction Documents	
	c. <input type="checkbox"/> Revision for SFM # : _____ (Complete items 1a and 7 only)	
	d. <input type="checkbox"/> Shop Drawings for SFM # : _____ (Complete items 1a and 7 only)	
	e. <input type="checkbox"/> Other:	
4. BUILDING INFORMATION		
a. <input type="checkbox"/> State Owned*		b. <input type="checkbox"/> State-Leased,** lease #:
c. Design or State Agency Project #:		
d. Project Square Footage:		e. State Agency or University:
f. Building Name:		g. Building #:
h. Building Street Address:		
i. City/State/Zip:		j. County:
k. NFPA Occupancy Type: (check all that apply)		
Ambulatory Health Care	<input type="checkbox"/>	Apartments <input type="checkbox"/>
Detention and Correctional	<input type="checkbox"/>	Day-Care <input type="checkbox"/>
One and Two Family	<input type="checkbox"/>	Mercantile <input type="checkbox"/>
Hotels and Dormitories	<input type="checkbox"/>	Health Care <input type="checkbox"/>
Lodging or Rooming Houses	<input type="checkbox"/>	Business <input type="checkbox"/>
Residential Board and Care	<input type="checkbox"/>	Industrial <input type="checkbox"/>
Storage	<input type="checkbox"/>	Assembly <input type="checkbox"/>
l. Is this a change in occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No		m. FBC Construction Type:
n. Building Height:		o. Number of Stories:
p. Life Safety Systems: (check all that apply)		
<input type="checkbox"/> Fire Alarm System <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Standpipe		
<input type="checkbox"/> Other:		
q. Estimated Construction Cost (not including the cost of land, site improvement, civil work or furniture and equipment):		

(R7/12)

Please initial Offeror acknowledgement on all pages of this submittal form: _____

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Attachment: F

LEASE NUMBER: 730: 0378

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 5,000 square feet of rentable area within an existing building

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

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- actual utility bill data for the previous 12 months
 - the expected annual energy consumption developed with a computer-based simulation
- e. Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
- f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
- 1) an Energy Star rating for the proposed lease
 - 2) the energy performance index (kBtu per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating
2. Energy Cost Projection:
- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
- 1) the average annual energy costs based on actual utility bills for the previous three years
 - 2) current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
- b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.
- c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
- 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
 - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

Computer-Based Simulation Requirements

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

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

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- b. internal equipment loads
- c. service water heating
- d. space heating
- e. space cooling
- f. fans
- g. pumps

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

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



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Attachment: G

LEASE NUMBER: 730: 0378

Commission Agreement

REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES

Agreement ("Agreement") is entered into as of this ___ day of ___, by and between ("Owner") and The State of Florida ("Tenant"), and (Broker).

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

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

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

- 1. AGREEMENT TO PAY COMMISSION. Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to four percent (4%) of the total Gross Rentals to be paid to Owner over the term of the lease (with no offset). Should a lease term be for a period greater than ten years, Owner will pay only two percent (2%) of the total Gross Rentals to be paid by Owner for the period exceeding the 120th month of rental payments. The commission on any expansion shall be equal to two percent (2%) of the total additional Gross Rents added to, or above the total rents of the original lease, if the tenant broker is involved. The commission on any renewal shall be 2% of Total Gross Rentals.
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 space is expanded or if the Lease is renewed, the commission in relation to such renewal or expansion will be due and payable in full at the time an modification or renewal notice covering the expansion or renewal is executed by Owner and Tenant, if Tenant Broker is involved. Tenant hereby agrees to pay to Broker said commissions based on a separate agreement between Tenant and 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 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.



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4. **REPRESENTATION OF TENANT.** Although Owner will pay the commission to Tenant, who will in turn pay Broker, Broker **will not** be representing Landlord in the contemplated lease transaction. Broker will be representing **only Tenant** in such transaction. Landlord acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction

5. Owner agrees to disclose to Broker and to Tenant any and all information which Owner has regarding the condition of the property including, but not limited, to structural, mechanical and soil conditions, the presence of and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Property. Broker is authorized to disclose any such information to Tenant.

6. 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.

7. This agreement constitutes the entire Agreement between Owner and Tenant and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

8. NOTICES:

To Broker: Vertical Integration, INC

To Owner: _____

To Tenant: The State of Florida Department of Revenue

9. **LEGAL DESCRIPTION** *(if not attached as Exhibit "A")*

AGREED AND ACCEPTED this ____ day of _____, _____

TENANT AGENCY:	OWNER:	BROKER:
<p>(x) _____</p> <p>By <u>Lia Mattuski</u> Print or Typewritten</p> <p><u>Director Financial Management</u> Title</p>	<p>(x) _____</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p>(x) _____</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>



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Attachment: H

LEASE NUMBER: 730: 0378

SPECIAL POWER OF ATTORNEY

I, _____, _____
Name Street Address

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

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

as my attorney in fact to act in my capacity to do any and all of the following:
Any acts necessary regarding the entering of a bid for Lease Agreement No. _____

with the State of Florida, Department of Revenue, _____ Program,

for the Building at _____, _____, FL
Street Address City

_____, title to said property being held by _____
Zip Code Name

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

DATED this _____ day of _____, 20_____.
Signature

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
Name

personally known to me, who, after first being sworn by me, affixed his/her signature in the

space provided above this _____ day of _____, 20_____.

_____, _____ (SEAL)
Notary Public

Printed Name of Notary Public My Commission Expires:



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Attachment: I

LEASE NUMBER: 730: 0378

Property Information Sheet

Location Address:	City:	State:
Zip Code	Building Name:	County:
Flood Zone:	# Stories	Basement
Inside City Limits?	Year of most recent construction	Square Footage:
Occupancy %	Type of Fire Suppression	Fire Sprinkler?
Distance to Fire Hydrant (Feet)	Local Fire Department	Dist. to Gulf or Ocean
Does Prop. Have Smoke/Heat Alarms?	Number of Pull Stations	Does Prop. Have Enunciator
Does Prop. Have Fire Pump?	Type of Fire Pump?	

Construction Information

Roof Construction & Material	Wind Rating
Wall Construction & Material:	Wind Rating
Window Construction and Number	Wind Rating
Flooring / Sub Flooring	Weight Load



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Attachment: J

LEASE NUMBER: _730: 0378_

My Florida Market Place Vendor Request

To register for my Florida Market Place

Go to: <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

Requirements List : In order to begin the registration process, you will need the following information:

- Company Name
- When registering for MyFloridaMarketPlace in the VIP, we strongly recommend using a Federal Employer Identification Number (FEIN) rather than a social security number. Using an FEIN will minimize the risks to personal financial information associated with the use of social security numbers. If you do not have a FEIN number, please take a few minutes and obtain one through the following link: [IRS.gov](https://www.irs.gov). There is no cost for this number. If you decide to use a social security number instead of an FEIN number, it may be used for the purposes of verifying identity, maintaining the vendor database, payments processing and/or tax reporting to governmental agencies. In accomplishing these purposes, the number used to register with MyFloridaMarketPlace may be transmitted both internally within the various departments and divisions of the State of Florida and externally to the Internal Revenue Service. This statement concerning the purposes for collection of a social security number is provided pursuant to section 119.071(5)(a)2., F.S. You may print a copy of this statement for your records. If you are unable to print this statement, you may obtain a copy by contacting the MyFloridaMarketPlace Customer Service Desk at 1-866-FLA-EPRO. (352-3776)
- Business Designation - Corporation, Sole Proprietorship, Non For Profit, Partnership/Joint Venture, Estate/Trust, Professional Association, Non-Corporate Rental Agent or Government Entity (city, county, state or federal). For more information on business designation in Florida, refer to the [Florida Department of State Division of Corporations](#)
- Tax filing information - including the business name on your 1099 tax form (where applicable)
- [W-9](#) - As a new vendor, you must file a W-9 with the Department of Financial Services. Failure to do so could result in the delay of payments for services provided to the state. (See below for instructions)
- Location Information:
 - A business name for each company location (if different from the company name)
 - A complete address for each location (including details for sending purchase orders, payments and bills to each location)
 - A contact person for each of your locations
- Commodity codes that describe the products and/or services your company provides (518-590, lease rent office space)
- Your CMBE information (Certified Minority Business Enterprise)
- If you were previously registered with the State of Florida as a vendor (in the State Purchasing System called SPURS), you will need to know your state-issued sequence number and PIN to complete the registration process. If you do not have your sequence number and PIN, or if you do not remember your Username and Password, please call 866-FLA-EPRO (866-352-3776) to request this information.



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Attachment: K

LEASE NUMBER: 730: 0378

W-9 Information

The State of Florida is requiring that all vendors, which include lessor's receiving payments from the State of Florida, must have their W-9 registered. Verification of Taxpayer ID number (FEIN or SSN) with the Internal Revenue Service is required.

After November 1, 2011, **NO** State Agency will be able to pay rental payments until your **NEW W-9 Form** has been validated by the IRS.

Please submit updated Florida Substitute Form W-9 online at <https://flvendor.myfloridacfo.com> **before November 1, 2011**. More information is available on the website listed or contact:

Vendor Management Section
E-Mail – FLW9@myfloridacfo.com
Telephone – 850-413-5519

VENDORS

Direct Deposit sign-up information for Vendors

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@myflorida.com
- Direct Deposit phone number (850) 413-5517
- Checking payments on the web: <https://flair.dbf.state.fl.us>
- Check the status of a pending payment call the Vendor Ombudsmen Section at (850) 413-5516
- **Get a form now.** Simply click on the link immediately below, print out the form pages and follow the instructions. <http://www.myfloridacfo.com/aadir/docs/DFS-A1-26ERevisedDec2010.pdf>

NEW: Download the [EFT Instructions for SBA's Local Government Investment Pool](#) **NEW:**

Please note: Your name on the Direct Deposit System and the name that appears on the State of Florida check you are currently receiving must match for you to receive funds electronically.

If you have problems printing the form or have any questions, call (850) 413-5517 or You can email us at directdeposit@fldfs.com