



State of Florida
Department of Children and Families

QUOTE PROPOSAL
LEASE #590:3107

Complete written Replies are due by December 15, 2016

It is the proposer's responsibility to be familiar with all aspects of the solicitation package outlined below and attached hereto. Specific responses and/or acknowledgment of each item must be made by the proposer's initials in each space provided and signature on the last page of the Submittal.

The Department of Children and Families, is seeking built-out office facilities and related infrastructure for occupancy by the Agency in Chipley, Washington County, Florida. **Attachment A** to this Quote Proposal includes the Agency Specifications detailing the build-out requirements.

The Department has authorized David Hulsey of CBRE to be its exclusive representative during this solicitation for space.

The proposal is for a "Gross Lease" therefore the lease rate must include base rent, taxes, all operating expenses (including, but not limited to, janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), furniture and any amortization of required tenant improvements to the proposed space. There shall be no pass through of additional expenses.

The Proposer will be responsible for build-out and clean up and shall provide the Department with a clean and ready to operate space.

General Specifications and Requirements

1. **Net square footage required: 4,856** +/- 3% (acceptable range 4,710 to 4,999 square feet). Space approximate size and number of offices/rooms as specified in (**Attachment A**). Proposer must provide the location of the space in a building(s) (the "Proposed Space"), the amount of space available. Any and all references to square feet of the Proposed Space contained in a Reply must be "**usable square feet**" in accordance with the DMS Standard Method for Measuring Floor Area in Office Buildings (Florida Administrative Code 60H-2.003). The Department and DMS reserve the right to independently verify the space measurement.
2. **Type of Space Required: Office** for use as Circuit Administration, Legal and Protective Investigators Services for Children, and Training Facility for Circuits 2 and 14.
3. **Parking:** For this facility the department has determined that a minimum of **eighteen (18)** non-exclusive parking spaces are required to meet the needs of its employees and clients. The required parking is to be under the control of the proposer, off the street, suitably paved and lined. This parking is to be provided as part of the lease at no cost to the department.
Note: Proposer must provide evidence of control of all parking spaces being proposed. Permission to park is not control.
4. **Term of Lease:** The term of the lease will be **60 months** from occupancy. The State requires a minimum of **Ten (10) renewal options for One (1) year each** under the same term and conditions as indicated in **Article 2** of

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the lease agreement (**Attachment C**). Verify that you will be able to provide the State with this term and these renewal options. As to the renewal options, propose rates for each year of the renewal term(s).

5. **Space to be made available: July 1, 2017** Should the successful proposer fail to make the space available by the date specified in the proposal, the proposer shall be liable to the department for liquidated damages for each additional day until the space or portion thereof is made available for the said sum of **Five hundred eighty-six and 00/100 (\$586.00)** per day. If delays are caused by the department, a written extension will be granted to the lessor. Unforeseen circumstances, beyond the control of the lessor (such as acts of God), which delay completion may be cause for the lessor to request an extension (in writing) from the project contact person. Final decision concerning granting an extension shall be the sole discretion of the department. If the delay is greater than **60** days, the Agency shall have the right to terminate the lease.
6. The successful proposer will provide the leased space to the department (lessee) for its exclusive use 24 hours per day, 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 7:30 a.m. to 5:30 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 Proposer under the terms of the lease agreement, it will be provided during all hours of occupancy at no additional cost to the department.
7. **Existing Building.** To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place. The State requires a “turn-key” build-out by the Proposer. Therefore, Proposer shall assume all cost risks associated with delivery in accordance with the required space program specifications detailed in **Attachment A**
 - a. Some furniture needs must be considered as a Tenant Improvement and must be included as part of the Tenant Improvement Allowance. This may include, but may not be limited to – reception/waiting room furniture, conference room tables and chairs, modular systems furniture, office chairs, break room equipment including but not limited to tables and chairs, and mailroom/work area furniture.
 - b. The facility must comply or be renovated to comply with the requirements for Accessibility by Handicapped Persons as mandated by Chapter 553, Sections 553.501-553.514, Florida Statutes, the facility must comply or be renovated to comply with the requirements of 2012 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION adopted pursuant to S. 553.503. This document may be viewed at: [http://www.floridabuilding.org/fbc/committees/accessibility/aac/Changes to Law/Florida Accessibility Code 2012 ICC FINAL.pdf](http://www.floridabuilding.org/fbc/committees/accessibility/aac/Changes%20to%20Law/Florida%20Accessibility%20Code%202012%20ICC%20FINAL.pdf)
 - c. Any renovations required must comply with all codes and fire safety standards adopted under Rules 69A-3.012 and 69A-60.002 of the Florida Administrative Code as the 2010 edition of the Florida Fire Prevention Code, which therein adopts the National Electrical Code, NFPA 70-2008, and the Life Safety Code, NFPA 101-2009. If renovations are required, the successful proposer will be required to submit two sets of plans for certification to State Fire Marshal before renovations commence as required by Florida Statutes 255.25(5). Renovation plans and specifications must be approved by the Division of State Fire Marshal **prior** to approval of the lease by the Department of Management Services. Building codes adopted by local jurisdictions shall be applicable to all lease construction.
 - d. All construction shall be performed by licensed contractors and the cost of construction, permits, inspections and fees shall be borne by the owner. A construction schedule will be provided by the owner to achieve the

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required occupancy date upon plan approval by the department. Proposer agrees to provide all builder and subcontractor license information upon request.

- e. Each quote shall provide proof that the intended use of the facility by the state meets local government requirements. This includes but, is not limited to, proper zoning, consistency with the local government comprehensive plan, a concurrence certificate and environmental permits
 - f. Proposer offering multi-story buildings must meet the Building Code minimum of 50 pounds per square foot live load. Certification of Compliance must be supplied by the successful proposer.
8. **Federal State and Local Requirements:** The building owner shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, The Federal Communications Act, The State of Florida Safety Rules (Chapter 440.56 Florida Statutes), The National Electric Code, and all other applicable laws, regulations, ordinances, codes and rules of any governmental entities that have jurisdiction. The lessor agrees to reimburse the agency for all losses, expenses, and damages arising from the violation of any of the above laws, regulations, ordinances, codes and rules.
9. **Additional conditions that proposer shall agree in this quote submittal:**
- a) Control of Property – For a Reply to be consider, it must be submitted a copy of the deed(s) evidencing clear title to the property proposed. If the Reply is being submitted by an authorized agent, broker or legal representative of the owner(s) submit a copy of the Special Power of Attorney authorizing submission of the proposal on behalf of the owner(s).
 - b) If successful, proposer agrees to enter into a lease agreement on the Department of Management Services Standard Lease Agreement Form BPM 4054 and Addenda (**Attachment C**).
 - c) The successful proposer must provide a Disclosure of Ownership using the Department of Management Services' Form FM 4114 (**Attachment D**).
10. **Energy Star Rating:** 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 a facility larger than 2,000 gross square feet. The minimum acceptable Energy Star rating is **50**.
- 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
11. **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

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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.

12. **Vendor Registration in MyFloridaMarketPlace.-** 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 reply; however, such failure must be remedied prior to execution of a contract, if any.

13. **ATTACHMENTS.** - as integral part of this Quote package are the following:

Attachment A Agency Specifications – provided as a construction cost guide for Offerors.

Attachment B Boundaries – details the boundaries within which all Proposed Space must be.

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

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

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

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

Attachment G Employee Eligibility Verification – This Attachment requires each offeror to enroll and participate in the Employment Eligibility Verification Program (“**E-Verify**”) administered by the U. S. Department of Homeland Security (“**DHS**”)

Attachment H Agency Disclosure and Commissions Agreement – This attachment provides an Agency Disclosure and Commissions Agreement relating to The Tenant Broker as agent for the State.

Attachment I Description of the Proposed Space and Certifications Regarding Public Entity Crimes and Lease Terms and Conditions

Nothing contained herein shall be deemed an offer to lease, and the State reserves the right to negotiate with all or none of the proposers 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. By submitting a Reply each Offeror agrees that neither the Agency nor the Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

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Attachment A

The successful Offeror shall furnish all services. Services provided by the Offeror shall include all necessary build-out and clean up. The Offeror shall provide the Department with 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, telephone purchase and installation and other services as required.

Space to be designed to accommodate the approximate size and number of offices/rooms listed below. The proposer shall provide a scale drawing of the proposed.

SPACE REQUIREMENTS:

Number and approximate size of offices and rooms for internal space requirements

| Number | Type | Size Each | Net Sq/Ft | Special Requirements |
|-------------------|------------------------------------|--------------|-----------|----------------------|
| 5 | Type C - Manager Office | 100 | 500 | Floor to Ceiling |
| 6 | Type D Workstations | 80 | 480 | Modular |
| 7 | *Type E - Workstation | 60 | 420 | Modular |
| 1 | Training Center | 600 | 600 | Floor to Ceiling |
| 1 | 6-8 Person Conference Room | 250 | 250 | Floor to Ceiling |
| 1 | 2-4 Person Conference Room | 100 | 100 | Floor to Ceiling |
| 1 | Open Team Work Area | 100 | 100 | Open |
| 1 | Reception Area | 200 | 200 | Open |
| 1 | Interview Room | 100 | 100 | Floor to Ceiling |
| 1 | Drug Lab | 80 | 80 | Floor to Ceiling |
| 1 | Fingerprint Room | 80 | 80 | Floor to Ceiling |
| 1 | LAN Room | 80 | 80 | A/C 24/7 |
| 1 | Copy Room | 200 | 200 | 30 Amp Outlet |
| 2 | Storage Room | 100 | 200 | Floor to Ceiling |
| 1 | IT Storage / Receiving/Workroom | 80 | 80 | Floor to Ceiling |
| 18 | Open Files | 9 | 162 | |
| | Circulation Space | 1,214 | 1,224 | |
| Net Usable | | 4,856 | | |

*- All quotes must include modular systems however the size of the cubicle will be negotiated.

- NOTE: Restrooms, mechanical rooms, janitorial closets, stairwells, etc., are **NOT to be included in calculating net rentable square footage proposed.

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Rest Rooms: Minimum of 3 Must meet the requirements of the Americans with Disabilities Act of 1990 and the requirements of the Accessibility by Handicapped Persons, Section 553.504 (12 – 13), Florida Statutes.

| | <u>MEN'S</u> | <u>WOMEN'S</u> | <u>UNISEX</u> |
|-------------------------|--------------|----------------|---------------------|
| | Public/Staff | Public/Staff | In Lobby for Public |
| Water Closets | <u>0/2</u> | <u>0/2</u> | <u>1</u> |
| Urinals | <u>0/1</u> | <u>-/-</u> | <u>1</u> |
| Lavatories W/Mirrors | <u>0/1</u> | <u>0/1</u> | <u>1</u> |

- Provide Electric hand dryers in public restrooms and hand towel dispensers in employee restrooms.
- All toilets shall be commercial grade power flush.
- Ceramic Tile shall be installed on both floors and walls. Wall tile should be installed from floor to ceiling in all public restrooms.
- Restroom main entry doors must have locks.
- Restrooms shall have soap dispensers, bathroom deodorizer wall devices and trash receptacles.

Provide electric hand dryers in public restrooms and hand towel dispensers in employee and public restroom. All toilets shall be commercial grade power flush. Ceramic Tile shall be installed on both floor and walls, in all employee and public restrooms. Both public and employee restrooms must meet the requirements of the accessibility Requirements Manual published by the Department of Community Affairs and the Americans with Disabilities Act of 1990.

Refrigerated Drinking Fountains: Electric Drinking Fountains: Provide a minimum of (1) fountain(s) adjacent to public rest rooms or lobby areas and (1) fountain adjacent to staff rest rooms.

Note: Must meet the requirement of ADA/ANSI Standard A117.11980, Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People. (Your local building official should have a copy.)

Lighting -Existing: All leased space to be provided with fluorescent lights to provide a minimum lighting level of:

- 10 foot-candles - halls and corridors, etc.
- 30 foot-candles - other public areas
- 50 foot-candles- offices, classrooms, conference rooms, etc.
- 50 foot-candles- computer rooms (Measured with a General Electric type 214 Light Meter)

Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly.

Electrical Requirements: Proposer shall provide: three (3) duplex receptacles per office, maximum three (3) offices per circuit; three (3) dedicated circuits for each breakroom; class “B” surge protection on all 120/208 circuit break panels; Dedicated circuits as required for printers, copiers, etc. ground resistance test to assure less than 5 ohm better; housekeeping circuits separate from office circuitry; building must comply with National Electric Code latest edition at the time of occupancy; 20-amp circuit required for every six (6) workstations or computer stations.

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Telephone and Computer Requirements: The building owner shall provide the required facilities and labor to install communications for voice and data. All voice and data lines will require termination to a patch panel in the LAN Room. Telephone and data drops to be indicated on floor plans when available.

Wiring Installations

Additional line installations not specified in this section shall be indicated on blueprint as to their termination points. These lines will be installed technically equivalent to those installed in the permanent and modular office locations and will require a Dual Modular Wall Jack. Note: May require only a Single Modular Wall Jack.

All voice and data station wires will be rated Category 6 or Higher and follow EIA/TIA standards. Each station wire will be terminated on RJ45 plugs.

The installation shall include one or more Category 6 or Higher rated data cable to each permanent office location. All CAT 6 or higher data cables will terminate in each office on a dual face plate (where needed). Label the wall plate using a proper naming scheme. All station wires shall be terminated in the jack assembly following the standard EIA/TIA 568B configuration. All station wires shall be certified, tested and clearly labeled at both ends with the station number.

If bid specifies modular offices, the installation shall include at least one Category 6 or higher cable to each modular office location, unless otherwise specified. All Category 6 or higher cable(s) shall be terminated in each modular office on a dual face and labeled accordingly. Label the wall plate using a proper naming scheme. All station wires shall be certified, tested and clearly labeled at both ends with the station number.

Additional station wire locations not specified in this section shall be indicated on blueprint as to their termination points. These station wires shall be installed equivalent to those in the permanent and modular office locations. These station wires shall meet the same requirements as stated.

Station wires shall be home runs from the wall jack location to the telecommunications network/server room. There shall be two (2) feet of slack in the cable at the office end. Slack cable shall be pulled and suspended into the ceiling when installing the wall jack assembly. In addition, each data location shall require a 10' RJ45 to RJ45 Category 6 patch cable.

All data station wires will be terminated following the EIA/TIA standard 568B configuration on 48-port RJ45 110 Category 6 or Higher-Certified patch panels, which will be rack mounted. A minimum of One Patch Panel Rack and One Equipment Rack to be provided by Awarded Bidder, (Rack Specifications: 42U 19" rack frame 7' height, 2-post open rack(s) in the building network/server room. All Racks to include both Horizontal and Vertical wire management to be provided by Awarded Bidder. Please Note: 5'and 3' RJ45 to RJ45 Category 6 patch panel cables and 14' station patch cables will also be provided by Awarded Bidder at each termination point to allow for connection to agency owned network/server equipment.

If voice lines are required, they will terminate on 66 style punch blocks with all pairs punched down and mounted on backboards located in the building's telecommunications equipment room. The Department will provide phone sets, and telephone equipment.

All terminations shall be in accordance with standard telephone practices for color- coding. The arrangement of station connecting blocks and cables will be in a manner that reflects good workmanship and practices. All station wires shall be certified, tested and clearly labeled at both ends with the station number. All station wires shall be placed in ceiling using wire management system components to ensure that all wire runs are grouped and suspended throughout their destination.

Cable installed in ceiling spaces shall be UL listed as to type CMP or UL classified as to having adequate fire-resistance and low-smoke producing characteristics per NEC Article 800-3(B)(2). Any cable run which enters masonry and/or

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masonry walls shall be in 1/2 inch conduit. Any cable run penetrating a fire wall shall be in conduit and packed with fire stop caulking, according to local fire codes. All conduit ends shall have plastic end caps to guard against sharp edges. All cable runs shall be continuous. No splices of cable shall be allowed.

Telecommunications Equipment Room

There shall be tile floor communication room designated for both voice and data communications. The telephone Company entrance cable shall be terminated in the communications room and extended to a 100 style punch block.

There shall be at least a 25-pair copper cable (protected) and a single mode fiber cable. One duplex receptacle 120 volt 15 amp single pole 3 wire isolated ground (NEMA 5-15R-IR) is required for the telephone equipment and should be on a separate breaker.

One #6 AWG ground wire solid copper insulated and bonded to the building ground electrode or ground window has to be provided in the communications room.

Provide two (2) quadruplet receptacles 120 volt 20 amp on each wall of this room.

The WAN demark shall be extended to the communications room.

All of the electric circuits in this room should have isolated ground, orange outlets.

A minimum light intensity level of 70-foot candles is requested for this room.

In addition, one quadruple 120 volts 20 amp receptacle shall be mounted on each data equipment rack. (Quantity of racks to be determined).

The entry into the room shall be through a Keypad locked door at least 36 inches wide and shall only be accessible from the leased area. The communications room shall be served by a dedicated HVAC system, to be dust free and shall be in a location where electromagnetic interference is minimal to ensure a controlled environment.

Maximum heat dissipation for the telephone system is 1000 BTU/hr. For data, maximum heat dissipation is 1500 BTU/hr. Therefore, A Dedicated HVAC rated between 7000 to 9000 BTU required to handle dissipation.

In the communications room there shall be a plywood backboard, 4 x 8 feet by 3/4 inches mounted on the longest unobstructed wall 36" above floor level. The plywood shall be affixed in such a manner that it will support the weight of the cable, terminals and other equipment that will be attached to it. The plywood backboard shall be treated with fire retardant material.

Awarded Bidder shall provide two (2) electronic rack systems, plus two (2) equipment shelves and wire management harnesses, for the Department's communication equipment. Rack shall be AMP-559260-1, 19" x 7' or equivalent. Rack shall be bolted to the floor after the equipment is installed in the building communications room.

***Note:** Locations offering multiple floors or in multiple buildings, one or more additional equipment rooms may be required although the size of the room shall be 10' x 12'. Where multiple communications rooms are more than 300 feet apart the Landlord shall provide multi-mode fiber optic (62.5/125) cable from the Main Distribution Frame to each Intermediate Distribution Frame. All fiber to be either Seicor or Lucent Technology, or equivalent with ceramic ST connectors. Fiber shall be no less than 12 strands. It will be the responsibility of the Landlord to provide cable risers to the multiple floor area locations for both telephone and computer lines.

Janitorial Services: The successful proposer agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required,

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including but not limited to drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, sanitary napkin disposal bags, toilet seat covers, liquid soap and doormats(weekly service is required) at entrances and exits.. All supplies are to be of good quality suitable for lessee's needs.

Window Covering -Existing: Exterior windows shall have blinds or shades to facilitate sunlight and energy control. Windows receiving direct sunlight shall be tinted or covered with energy saving film.

Floor Coverings: New carpeting will be installed prior to acceptance of the building. All individual office spaces and conference rooms shall have at least 26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. **Lounge/Break Room areas, reception areas, entrance, exits and restrooms will be ceramic tiled.** Carpeting shall have UM-44D, ASTM D 3674-81 /UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All vinyl and carpeting shall be a color and by a manufacturer acceptable to the department, which will choose from an assortment of at least three samples provided by the lessor. Carpeting shall be treated to reduce staining.

Weekly floor mat service is required; mats are to be placed at all entrances and exits.

Maintenance and Repair: On or about every annual anniversary of the date of occupancy, a maintenance inspection will be conducted by the facilities services manager and the lessor or his representative to review the condition of the building interior, exterior and site. Any discrepancies will be noted and a date of correction completion established. During the term of the lease, if maintenance and repair items appear that are emergencies or recurring problems that have not received attention within three working days, the lessee will have the right to complete the work, by a contractor of lessor's choice, and send the invoice to the lessor for payment. Non-responsiveness shall be deemed a breach of this lease. Failure by the lessor to correct or repair documented interior 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.**

Interior identification:

Lessor will provide interior main directory showing location of all programs, conference rooms, etc. Provide directory signs on each floor and in entrance suites showing programs and/ or room use. Provide directional signs as required. Other ADA compliance, raised letter signs with Braille shall be provided to identify all restrooms (handicap symbol on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms. All rooms and/or offices are to be numbered consecutively.

Exterior identification:

The department shall have the option to require department signage on the building exterior to be provided by the lessor either at the top of the building or at the entrance. Lessor is to provide vinyl lettering on all entrance doors to designate program(s).

Note: All signs must meet requirements of DCA/ADA Accessibility Requirements Manual, and are to be maintained by lessor.

Security Requirements

- All outside doors shall be equipped with dead bolt or dead-latch locks and panic hardware.
- All interior office doors shall have key lockable locksets, turn-latch or push button on backside,

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master keyed. Specific locations of these locks will be assigned by DCF Program Administrator upon space-planning. If there are no common area restrooms in the building, all restrooms must also have lockable locksets.

- All opening outside windows shall have interior locks.
- Night illumination is required at all outside doors and all parking areas (minimum of 2 foot-candles) from dusk until dawn weekdays and weekends.
- Provide keys to all locksets in accordance with a master keying system acceptable to the department. Provide 4 master entrance keys.
- Doors leading from the reception area into the office area must be secured and equipped with both keycard access and a buzzer-like entry system to be controlled by the reception staff.

Fire Prevention: Lessor shall conform to all requirements of the State Fire Marshal and shall obtain pre-occupancy inspection and annual inspections by the State Fire Marshal as required by 633.085, Florida Statutes.

Heating, Ventilation and Air Conditioning: Provide sufficient climate control units with adequate ductwork, registers and grills sufficient to uniformly cool and heat the entire leased area. Unit(s) shall be equipped with **remote sensors and with digital type thermostat controls in a (lockable room, NA)** with color coded by zone mechanical plan placed on wall and laminated (This can be in the data/ phone room). Temperatures will be maintained to achieve an average zone temperature of 75 degrees Fahrenheit. Control thermostats will be located in areas to achieve proper zone temperature.

LAN room for data/phone must be cooled to 75 degrees Fahrenheit at all times (requires separate AC unit to maintain 75 degrees Fahrenheit).

Occupancy: The date of lease payment commencement will be determined by the date a Certificate of Occupancy is issued and final acceptance by the State Fire Marshal. In addition, the following criteria have been met:

- All installations are operational and complete;
- A letter of acceptance has been signed by the Issuing Officer.

Fire Prevention- Lessor shall conform to all requirements of the State Fire Marshal and shall obtain pre-occupancy inspection and annual inspections by the State Fire Marshal as required by 633.085, Florida Statutes.

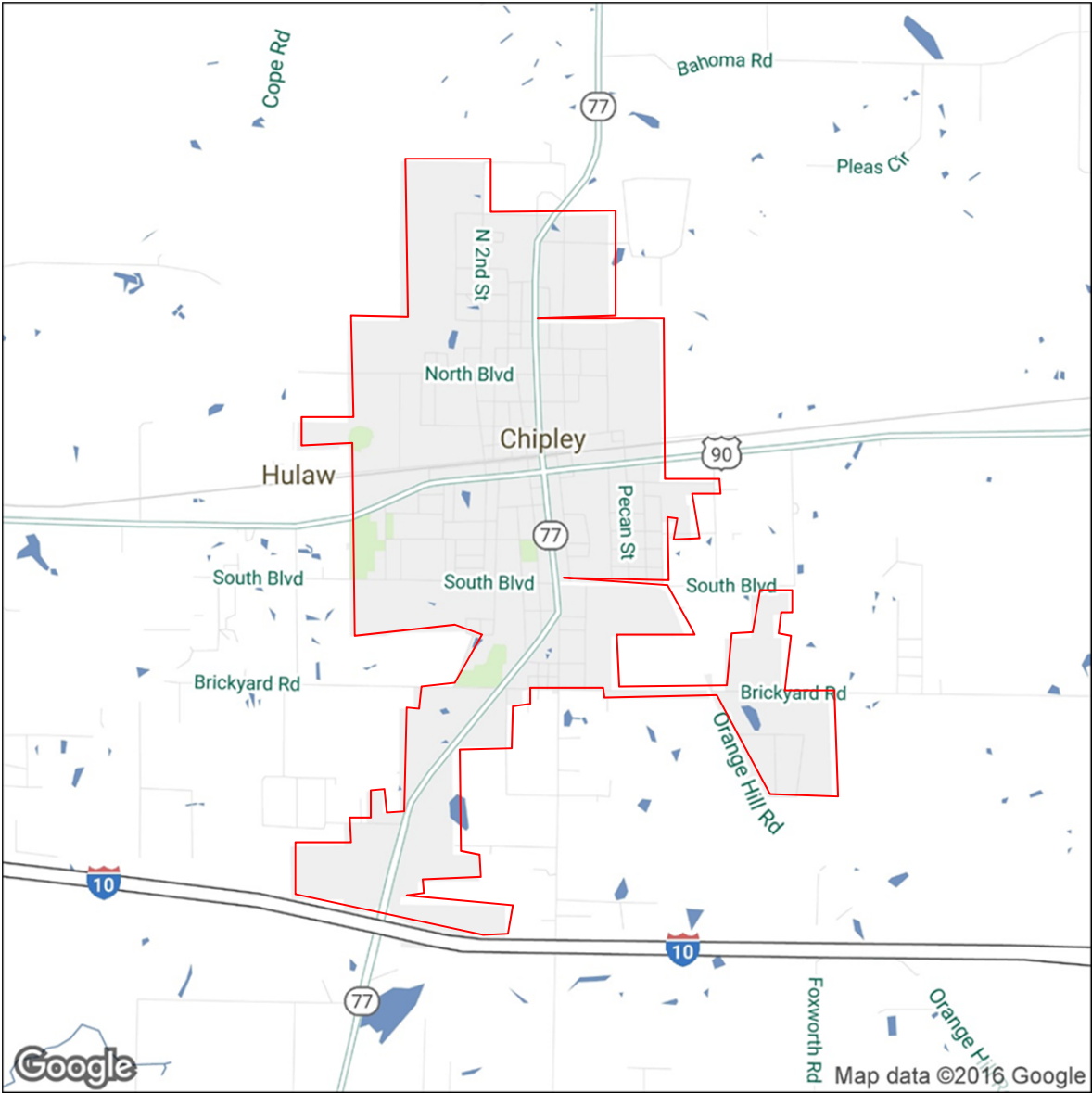
Please initial Offeror acknowledgement on all pages of this submittal form: _____

ATTACHMENT B

BOUNDARY MAP
CITY OF CHIPLEY

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

BOUNDARIES
CITY OF CHIPLEY



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



ATTACHMENT C STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: _____

Lease Commencement: _____

Preamble

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

Parties

Lessee:

_____ Agency Name

Address:

_____ Street _____ City _____ State _____ Zip Code

Lessor:

_____ Lessor Name

Address:

_____ Street _____ City _____ State _____ Zip Code

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

1. Description

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

Description:

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

Address: _____
Street _____ City _____ State _____ Zip Code

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

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

2. Term & Renewals

A. The Lease shall begin on: _____
Month _____ Day _____ Year _____

and end at the close of business on _____
Month _____ Day _____ Year _____

for a term of _____ months.

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

Lessor Initial: _____

Page 1 of 8

Lessee Initial: _____

Form 4054
Rev. Date 8/15

3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

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

Lessee: _____
Lessee Name

Address: _____
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

4. Rent

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

A. Base Term

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

| Start (MM/DD/YYYY) | Term | | Floor of Building | Square Footage Per Floor | Rate Per Square Foot | Monthly Rent | Annual Rent |
|-----------------------|------|---------------------|----------------------|-----------------------------|-------------------------|--------------|-------------|
| | - | End (MM/DD/YYYY) | | | | | |
| | - | | | | | | |
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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 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

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

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

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

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

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

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

8. Applicable Laws

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

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

B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

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

9. Heating and Air Conditioning

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

10. Compliance with Fire Safety Standards

A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.

B. To assure Lessee of facility compliance with Florida’s Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.

C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

12. Expiration of Term

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

Lessor Initial: _____

Page 5 of 8

Lessee Initial: _____

Form 4054

Rev. Date 8/15

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

Lessor Initial: _____

Page 6 of 8

Lessee Initial: _____

Form 4054

Rev. Date 8/15

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

| | | |
|--|--------------------------|------------------------|
| X _____ Lessor or Authorized Representative | _____ Printed Name/Title | ____/____/____ Date |
| X _____ Witness #1 | _____ Printed Name | ____/____/____ Date |
| X _____ Witness #2 | _____ Printed Name | ____/____/____ Date |

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

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

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

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



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT
SERVICES**

ADDENDUM: A

LEASE NUMBER: _____

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

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

| FLOORS | |
|--|---|
| DAILY: | Carpeted areas – Vacuum. Non-carpeted areas – Dust mop. Remove gum and other materials. Spot damp mop to remove stains or spots. |
| WEEKLY: | Non-Carpeted areas – Damp mop and spray buff. |
| SEMI-ANNUALLY: | Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates. |
| | Strip, reseal and wax all normally waxed floors. |
| ANNUALLY: | Machine clean all carpets throughout the facility. |
| WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC. | |
| WEEKLY: | Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc. |
| MONTHLY: | Dust or vacuum HVAC registers. |
| ANNUALLY: | Clean all light fixture diffuses and dust light bulbs. |
| WINDOWS AND GLASS | |
| DAILY: | Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows. |
| SEMI-ANNUALLY: | Clean inside of external windows. |
| WATER FOUNTAINS | |
| DAILY: | Clean and sanitize. Replenish supply of disposable cups (if applicable). |
| FURNISHINGS | |
| AS NEEDED, BUT AT LEAST WEEKLY: | Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains. |
| SEMI-ANNUALLY: | Vacuum all drapes, venetian blinds, or curtains. |



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT
SERVICES**

| TRASH AND REFUSE | |
|---|--|
| DAILY: | Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc. |
| CIGARETTE URNS AND ASHTRAYS | |
| DAILY: | Empty and clean all cigarette urns. Empty and damp wipe all ashtrays. |
| ELEVATORS – (If Applicable) | |
| DAILY: | If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels. |
| WEEKLY: | Vacuum door tracks. Damp mop floors and spray buff if not carpeted. |
| STAIRWELLS (If Applicable) | |
| DAILY: | Remove accumulated trash. Spot sweep as required. |
| WEEKLY: | Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors. |
| RESTROOMS | |
| DAILY: | Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers. Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units. |
| MONTHLY: | Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color. |
| LOUNGE AND KITCHEN AREAS (If Applicable) | |
| DAILY: | Clean and sanitize sinks and counter areas. |
| EXTERIOR | |
| DAILY: | Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash. |
| WEEKLY: | Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc. |
| PEST CONTROL | |
| MONTHLY: | Interior and exterior as needed. |



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT
SERVICES

MAINTENANCE
SERVICES

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

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

In providing any or all of the before mentioned services:

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

(x) _____
Lessee Signature

(x) _____
Lessor Signature

Name /Title

Name/Title

Date

Date

(SEAL)



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM **B**

LEASE NUMBER: _____

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

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

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

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

Lessee

Lessor

(x) _____
Lessee Signature

(x) _____
Lessor Signature

Name/Title

Name/Title

Date

Date

FM 4054K1 (R01/12)

**DEPARTMENT OF MANAGEMENT SERVICES
ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES**

ADDENDUM NUMBER: C

Lease Number: _____

As a condition precedent to lessee's obligation to occupy and pay rent, the leased premises shall be renovated and completed in accordance with the Invitation to Negotiate issued for the above referenced lease.

Should lessor fail to complete renovations within the time frame specified in the Invitation to Negotiate, liquidated damages in the amount of \$ 586.00 (Five hundred eighty-six and 00/100) 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.

Department of Children and Families

Lessee

(x) _____

Lessee Signature

Name/Title

Date

Lessor

(x) _____

Lessor Signature

Name/Title

Date

Attachment D



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

Lease Number: _____

Purpose

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

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

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: _____

Titleholder FEIN or SSN: _____

Name of facility: _____

Facility street address: _____

Facility city, state, zip code: _____

2. Disclosure Requirements

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

If "Yes," please proceed to section 4.

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

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

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

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

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

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

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

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

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

4. Signatures

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

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

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

Signature: _____

Name: _____

Date: _____

Attachment E

DIVISION OF STATE FIRE MARSHAL

Plans Review Fees, Procedures and Requirements

The plans for all construction of any new state owned or state lease building and renovation or alteration of any existing state owned or state leased building are subject to review and approval of the Division of State Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy. The Division of State Fire Marshal may inspect state owned and state leased spaces as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire safety standards as per Florida Statutes 633 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

State Fire Marshal
Section
200 East Gaines Street
Tallahassee, Florida 32399-0342

If Sending By Overnight Service

Division of
Division of State Fire Marshal Plans Review
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.



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"/> | | m. FBC Construction Type: |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 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): | | |



DEPARTMENT OF FINANCIAL SERVICES

Division of State Fire Marshal

APPLICATION FOR PLAN REVIEW

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

Attachment F



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:

- **Leased facilities larger than 2,000 square feet**

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

- a. An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:

- 1) the Energy Star Portfolio Manager software, which is available at:

http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager

- 2) the Energy Star Target Finder software, which is available at:

http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder

- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
 1. Whole-Building Scenario: When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist or the space has been unoccupied for more than 30 days, then the Energy Star rating must be developed with the annual energy consumption results of a computer-based simulation (see Computer-Based Simulation Requirements below for additional information).

2. Partial-Building Scenario: When the proposed lease space does not account for all rentable space within a given building or is not separately metered by the utility provider, a computer-based simulation shall be performed that computes the expected annual energy consumption for the proposed lease space. The results of the computer-based simulation shall be used to generate the Energy Star rating. Note: An Energy Star rating for the entire building in this scenario will not be accepted.
 - d. Exception: When the proposed lease does not meet the eligibility criteria for an Energy Star rating regarding the type or allocation of space, an energy performance index (kBtu per gross square foot per year) shall be developed manually in lieu of the Energy Star rating using one of the following sources:
 - actual utility bill data for the previous 12 months
 - the expected annual energy consumption developed with a computer-based simulation e.
- Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
- f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
 - 1) an Energy Star rating for the proposed lease
 - 2) the energy performance index (kBtu per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating
2. Energy Cost Projection:
- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
 - 1) the average annual energy costs based on actual utility bills for the previous three years
 - 2) Current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
 - b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.
 - c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
 - 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
 - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

Computer-Based Simulation Requirements

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

1. The computer-based simulation shall be performed by an engineer licensed in Florida.
2. The computer-based simulation program shall be one of the following commercially-available software programs:
 - a. DOE-2
 - b. BLAST
 - c. eQuest

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

10. A detailed description of all energy conservation measures proposed to raise the Energy Star rating to the minimum accepted level (provide when energy conservation measures are proposed and also include the revised Energy Star reports).
11. Delivery: The energy performance analysis shall be mailed or delivered to the department pursuant to Section 255.254(1), Florida Statutes at the address listed here:

DMS EPA Review

4050 Esplanade Way, Suite 335

Tallahassee, Florida 32399-0950 (850)

488-1817



Attachment G

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM _____

LEASE NUMBER: _____

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

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.

Department of Children and Families
Lessee

(x) _____
Lessee Signature

Name/Title

Date

Lessor

(x) _____
Lessor Signature

Name/Title

Date



Attachment H

Lease Number: 590:3133

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

This Commission Agreement ("Agreement") is entered into as of this _____ day of _____, 20____, by and between ("Owner") _____, The State of Florida ("Tenant") _____, And ("Tenant 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. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay The State of Florida a real estate commission in consideration for services rendered and to be rendered in consummating a Lease pursuant to the terms and conditions set forth herein.
- D. Owner understands and agrees that Tenant Broker is serving solely as a representative of Tenants' interest. Likewise, owner acknowledges that the applicable fee structure(s) defined below, as mutually agreed between Owner, Tenant Broker and Tenant, will be (has been) considered and included within the Owner's proposal for lease.

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

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

New Leases:

| 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.

ATTACHMENT I
**DESCRIPTION OF THE PROPOSED SPACE AND CERTIFICATIONS REGARDING
PUBLIC ENTITY CRIMES AND LEASE TERMS AND CONDITIONS**

| | | |
|---|------------------------------|-----------------------------|
| A. CERTIFICATION Regarding Article II-F, PUBLIC ENTITY CRIMES STATEMENT to this ITN. | | |
| Offeror certifies that hasn't been placed on the convicted vendor list following a conviction for a public entity crime. Section 287.017, Florida Statutes. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| B. Certification Regarding <u>General Specifications and Requirements</u> to this Quote Submittal. I hereby certify that if the Proposed Space is selected by the Department, I acknowledge and agree to abide to all requirements and conditions contained therein. | | |
| 1. Offeror acknowledges and agrees to the build-out and to provide the Agency with a clean, ready to operate space. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Offeror acknowledges and agrees that the Proposed Space will be available in accordance with the Commencement Date and agrees to the liquidated damages until space is made available. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Offeror acknowledges and agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Offeror acknowledges and agrees that the Proposed Space will be a Full Service Gross Lease | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Offeror acknowledges and agrees that the Proposed Space will meet the parking requirement set forth. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Offeror acknowledges and agrees that the Proposed Space will be "turn key" build-out in accordance with the specifications detailed in Attachment "A" following the Agency's approval of an architectural layout provided by the Offeror/Landlord | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Offeror acknowledges and agrees that the Proposed Space will execute the transaction with the State Standard Lease Agreement and related Addendum. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Offeror acknowledges and agrees that the Proposed Space will be acceptable and that it is compliant with all laws | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Offeror acknowledges and agrees that the Proposed Space will meet all required Energy Performance Analysis detailed. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Offeror acknowledges and agrees to enroll and participate in the Employment Eligibility Verification Program ("E-Verify") administered by the U. S. Department of Homeland Security ("DHS") | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 11. Offeror acknowledges and agrees to execute and be bound by the TENANT BROKER USE AND Commissions Agreement. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Signature of Authorized Representative: | Date: | |

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

| Offeror's Information | | |
|-----------------------|------|--------------------|
| Offeror's Name: | | Title |
| Company: | | FEID or SS number: |
| Address: | | City/State/Zip: |
| Phone Number: | Fax: | Email: |

| Proposal Information | | | | |
|-------------------------------|-------------------|-----------------------|-------------------|-----------------------|
| Address of proposed Facility: | | Proposed Square feet: | | |
| Requested Parking | Exclusive Parking | Non-Exclusive | Exclusive Offsite | Non-Exclusive Offsite |

| Base Lease Term | Rate Per Square Foot | Total Annual Rental |
|-----------------|----------------------|---------------------|
| Year 1 | \$ | \$ |
| Year 2 | \$ | \$ |
| Year 3 | \$ | \$ |
| Year 4 | \$ | \$ |
| Year 5 | \$ | \$ |

| Option Renewal Terms | 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 | \$ | \$ |

| | |
|---|-------|
| Signature of Authorized Representative: | Date: |
|---|-------|

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

RENTAL RATE BRAKEDOWN

Gross Space _____

Net Usable _____

| Annual | | Other Information | |
|-----------------------------------|--|-------------------|--|
| Net Rate per square feet – Year 1 | | Annual Escalation | |
| Utilities | | Total TI \$ | |
| Janitorial | | Interest Rate % | |
| Other Operational Cost | | | |
| Annual TI Amortization | | | |

Each Reply must be signed by the owner(s), corporate officers of the owner or the legal representative(s) of the owner. The corporate, trade or partnership name must be stamped, written or typewritten, beside the actual signature(s).

If a Reply is signed by a corporate officer or agent of the owner, written evidence of authority must accompany the Reply. If a corporation foreign to the State of Florida is the owner, written evidence of authority to conduct business in Florida must accompany the Reply.

CERTIFICATION

I, _____, as owner, officer or authorized representative or agent _____, hereby agree that if awarded the lease as a result of the Department of Children and Families Quote Submittal, I will comply with the requirements, terms, and conditions stated in the Quote. I further certify that this Reply constitutes my formal proposal in its entirety.

| | |
|-----------------------|----------------------------|
| Offeror's Name: | Prospective Lessor's Name: |
| Authorized Signature: | Print or type name: |
| Witness: | Print or type name: |
| Witness: | Print or type name: |

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