



**State of Florida  
Department of Financial Services**

**Invitation to Negotiate (“ITN”) for Leased Space**

**Lease Number: 430:0188 – Leon County**

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## I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Financial Services, (hereinafter referred to as the "Agency" or "Lessee") is issuing this Invitation to Negotiate ("ITN") to establish a lease agreement(s) with an entity to provide built-out office facilities and related infrastructure for occupancy by the Agency. The Agency is seeking detailed and competitive replies to accomplish this purpose. The Agency's specifications that detail the build-out requirements for the space sought are attached as Attachment "A" hereby incorporated by reference. The proposed facility may be within an existing building or a non-existing building designed as a build-to-suit to meet the Agency's specifications.

The Agency has authorized **Savills Studley Occupier Services** to be its exclusive representative during this solicitation for space.

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

The "Proposer" shall mean the individual submitting a Reply to this ITN, such person being the owner of the proposed facility or an individual duly authorized to bind the owner of the facility. The term "State" shall mean the State of Florida and its Agencies. The successful Proposer shall become the "Lessor." By submitting a Reply, Proposers agree to be bound to all of the terms and conditions as a "Lessor", if they are awarded the contract.

**This is an ITN. Nothing contained herein shall be deemed an offer to lease, and the Agency reserves the right to negotiate with all or none of the Proposers in its sole discretion. Please note that the Agency has the right, at any time during the process, to reject any and all Replies that are not, in the State's sole discretion, in the best interests of the State.**

**The Agency reserves the right to waive any minor irregularities, technicalities, or omissions if the Agency determines that doing so will serve the State's best interest.**

## II. ITN INSTRUCTIONS AND GENERAL INFORMATION

### A. REPLIES

Complete written Replies are **due no later than the date and time outlined under Key ITN Dates, Article II, Section C, on the following page.** Replies must include **the original reply, three hard copies and one electronic copy (on CD-ROM or thumb drive in PDF format)** in a **sealed envelope or box** with **"ITN-Lease Number 430:0188"** clearly marked on the outside sealed envelope. The written Replies are acceptable via U.S. Mail, private courier service, or hand-delivery to:

**Department of Financial Services  
Attn: Richard Scott  
200 East Gaines Street  
Tallahassee, FL 32399**

Note that Replies that are late, unsealed, missing, emailed, or faxed, and Replies which are deemed by the Agency (in the Agency's sole discretion) to be substantially incomplete, inaccurate, vague, or illegible are not the responsibility of the State and will not be considered. Once received, all Replies and attachments shall become the property of the State exclusively and will not be returned.

**B. QUESTIONS REGARDING THE INVITATION TO NEGOTIATE (ITN)**

Questions or clarifications regarding this ITN or its specifications are to be submitted, **in writing (which may include e-mail)**, to the Official Contact Person specified in Article II, Section D. See ITN Key Dates for deadline to submit questions, including requests for clarification. Answers to the questions will be posted on the Vendor Bid System (“VBS”) by the date listed in Key ITN Dates.

Material clarifications, changes in specifications, amendments, or any other information related to this ITN (as solely determined by the Agency) will be posted on the VBS Website: [http://vbs.dms.state.fl.us/vbs/vbs\\_main\\_menu](http://vbs.dms.state.fl.us/vbs/vbs_main_menu). **Each Proposer is responsible for monitoring the VBS for new or changing information.**

**C. KEY ITN DATES**

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

<u>Date and Time</u>	<u>Item/Task</u>
<u>11/2/2017 – 12/21/2017</u>	Dates ITN advertised in Vendor Bid System <a href="http://vbs.dms.state.fl.us/vbs/vbs_main_menu">http://vbs.dms.state.fl.us/vbs/vbs_main_menu</a>
<u>11/13/2017 at 1:00 PM ET</u>	Non-Mandatory Pre-Bid Conference Florida Department of Financial Services 200 East Gaines Street Tallahassee, FL 32399 Conference Call Info: 850-413-1558– Conference ID 837261
<u>11/17/2017 at 5:00 PM ET</u>	Deadline for Submitting Questions Related to this ITN
<u>11/29/2017</u>	Date Answers to Questions will be Posted
<u>12/21/2017 @ 1:00 PM ET</u>	Deadline for Receipt of ITN Replies
<u>12/21/2017 @ 1:05 PM ET</u>	Date and Time of Public Opening of ITN Replies
<u>Location of ITN Reply Opening</u>	Florida Department of Financial Services 200 East Gaines Street Tallahassee, FL 32399
<u>12/22/2017 – 1/9/2018</u>	Time Period for Evaluation of Replies and Site Visits
<u>1/10/2018 – 2/7/2018</u>	Time Period for Negotiation with Preferred Candidates
<u>2/12/2018</u>	Estimated Date of Notice of Intent to Award

NOTE: All dates are subject to change in the sole and absolute discretion of the Agency. **Each Proposer is responsible for monitoring the VBS for new or changing information:** [http://vbs.dms.state.fl.us/vbs/vbs\\_main\\_menu](http://vbs.dms.state.fl.us/vbs/vbs_main_menu).

**D. OFFICIAL CONTACT PERSON – TENANT BROKER**

Inquires and comments about this ITN should be directed to:

Name: Michael E. Griffin or Jerry Thornbury

Agency: Savills Studley Occupier Services

Address: 3000 Bayport Drive, Suite 150

City/State/Zip: Tampa, Florida 33607

Fax: 813-213-8072

E-mail: mgriffin@savills-studley.com or jthornbury@savills-studley.com

This person is the only authorized individual to respond to ITN comments & questions.

**E. OFFICIAL CONTACT PERSON - PROPOSER**

Each Proposer MUST provide the following contact information:

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

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

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

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

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

Phone: \_\_\_\_\_

Cell/Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**F. PUBLIC ENTITY CRIMES STATEMENT**

In accordance with section 287.133, Florida Statutes, 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 reply on a contract to provide any goods or services to a public entity, may not submit a reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit replies/proposals 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

## G. SPECIAL ACCOMMODATION

Any person requiring a special accommodation because of a disability must notify the Tenant Broker Contact at least five (5) business days prior to the scheduled event. If you are hearing or speech impaired, please use the Florida Relay Service at (800) 955-8771 (TDD).

## III. ITN REPLY WRITING GUIDELINES; TERMS OF THE REPLY

### A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

This ITN is organized to allow the incorporation of some or all of your responses on this form. In the event that additional space is required to fully respond to this ITN, please attach the additional response to your Reply and clearly indicate the Section to which the response relates. Each Proposer must follow all instructions, procedures and requirements included in this ITN.

Each Reply must follow the same general order of contents, described as follows:

1. Proposers must completely and accurately respond to all requested information, including the following:
  - a. Control of Property – For a Reply to be responsive, the Reply must be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such status. The Proposer must submit documentation that demonstrates control of (1) the building or structure, (2) the proposed parking areas, **and** (3) areas of ingress and egress (if applicable).
    - **The owner of record of the facility** – Submit a copy of the deed(s) and title insurance or opinion evidencing clear title to the property proposed.
    - **The lessee of space being proposed** – Submit a copy of the underlying lease agreement with supporting documentation and underlying lease requirements, to include, but not limited to, authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
    - **The authorized agent, broker, or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal. NOTE: This is the preferred method.
    - **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the Proposer's control of the facility prior to the intended date of occupancy.
    - **The holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by the State. A copy of the lease agreement between the Lessor and the Lessee must be provided to the Agency at the time of submitting the Reply.
2. Proposer shall provide a written statement answering the following:
  - Is there outstanding debt on the property? If so, provide written verification from the lender stating that all debt service payments, loan payments, etc., are current and not in default. Has the Proposer or its affiliates had a contract terminated for

default within the past five years? If so, please attach an explanation of the situation(s) in detail.

- Has the Proposer or its affiliates filed for bankruptcy protection in the past five years? Is the Proposer or its affiliates in the process of filing or planning to file for bankruptcy protection, financial restructuring, or refinancing? If so, please explain the situation(s) and provide the Court and Case Number, when available.
- Does the Proposer or its affiliates owe any outstanding taxes or fees to the Federal Government, the State, or any other state or local government?

3. Each Reply shall include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements.
4. Prior to final negotiation and selection of a Lessor, a "test fit" of the proposed space relative to the need may be required, the expense of which shall be borne by the Proposer.
5. All Proposers shall initial at the bottom of each page.
6. All pages of the ITN document shall be returned as part of the Reply.
7. The Agency reserves the right to require additional financial information from the Proposer during negotiations and after the Notice of Intent to Award.
8. Replies for Build-to-Suit Leases:
  - Each Proposer must include the proposed site plan in its Reply. The site plan shall include the building and all parking areas.
  - Building renderings (including, but not limited to, elevations, cross-sections, exterior design, construction materials, and colors) may be required (after the site evaluation, if the Agency determines this is needed, it will be requested during negotiations), the expense of which shall be borne by the Proposer.

**Each Proposer must submit a complete Reply by the time and date specified in Article II, Section C, "Key ITN Dates." Failure to complete or provide complete information may result in a non-responsive Reply.**

**B. REQUIREMENTS SPECIFIC TO REPLIES FOR BUILD-TO-SUIT LEASES**

In accordance with Florida Administrative Code (FAC) 60H-1.017, Turnkey Lease, the Lessor shall provide, at a minimum, the following documents within forty-five (45) days of Notice of Intent to Award. Failure to comply shall render the award null and void.

- Complete and satisfactory evidence of ownership;
- A local tax assessor's appraisal of the site;
- A site survey;
- Developer's estimated valuation cost of construction per square foot;
- Site improvement information to include the following:
  - 1) Grading outside the building
  - 2) Sanitary and storm sewers
  - 3) Landscaping
  - 4) Paving and retaining walls
  - 5) Water
  - 6) Gas and electric distribution systems
  - 7) Telecommunications distribution (street to building demarcation and intra-building)

- 8) Extraordinary excavation and/or foundations
- 9) Parking area(s) including site location, driveway ingress and egress
- 10) Architectural Engineering (A/E) Plans shall include, at a minimum:

**The following documents will be required within ninety (90) days of notification of award:**

- Floor plans (based on final design/layout, as arrived at between Lessor and Agency), which shows the utility core, office space, public space, corridors, and parking areas (scale 1" = 8').
- The response signed by the developer or his/her duly authorized representative. Corporate, trade, or partnership titles may be stamped, written or typewritten, but the actual signature of the authorized representative must appear on the response. If the response is signed by a developer's agent, the agent must demonstrate authority to sign, and it shall accompany the response.
- Architectural floor plans with square footage measurements to include the total square footage equal to 'net usable' square feet and the 'non-usable square feet. Floor plans to be drawn to scale (Example: 1/2" = 1'0"). The floor plan shall delineate space utilization consistent with Attachment A (page 21-24). The floor plan shall include square footage measurements and square footage calculations summary to include: (a) total gross square feet, (b) total non-usable square feet, (c) total net usable square feet, and (d) summary measurements of (a)(b)(c).
- All square footage measurements must be accurate and verified at the time of submission.
- Elevations and cross section of building indicating exterior design, material, and colors (scale 1" = 8').
- Parking area(s) including site location, driveway, ingress and egress; and,
- The plans shall be prepared and signed by a licensed architectural engineer, dated, and have seal affixed.

**C. TERMS OF THE REPLY**

The State reserves the right to negotiate the terms of a Reply including, but not limited to, Financial Terms in a Reply should a change in any such terms be in the best interest of the State. "Financial Terms" shall include, but not be limited to, rent rate, free rent, tenant improvement funds, lease term, and details of any required build-out.

**D. COST OF DEVELOPING AND SUBMITTING THE REPLY**

Neither the Department of Management Services, the Agency, nor the Tenant Broker will be liable for any of the costs incurred by a Proposer in preparing and submitting a Reply or in meeting any of the financial requirements of the ITN.

**IV. LEASE TERMS AND CONDITIONS**

Responses to all of the "Terms and Conditions" in this Article should be clearly delineated and specific to Article IV questions, terms, and requirements. Where appropriate, use an "X" to indicate Yes or No.

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

Each Reply must specify the location of the space in the building(s) (the "Proposed Space"), amount of Proposed Space available, and the complete physical address of such Proposed Space.

The Agency is seeking a total of **105,079 (+/-10%) square feet** of net usable space.

The type of space required is **office space** and will be used for the Agency's administrative functions for the following divisions:

- Division of Public Assistance Fraud: Approximately 5,446 usable square feet
- Division of Investigative and Forensic Services: Approximately 26,720 usable square feet
- Division of Workers Compensation and Office of the General Counsel: Approximately 64,553 usable square feet
- Division of Rehabilitation and Liquidation: Approximately 8,360 Usable Square Feet

Further net usable space program details for each division can be found on pages 21-24 of the ITN.

**The Proposer is permitted to submit a Reply offering office space for any individual division listed above and/or any combination of the above divisions.**

The Proposer shall be permitted to submit a single Reply listing the maximum amount of usable square footage (**not to exceed 115,587 usable square feet**) that the Proposer is offering to the Agency. The Agency reserves the right to negotiate the final square footage at a single location or multiple locations as deemed in the best interest of the State.

The building must not act as a billboard or include any commercial advertising other than indicating the name of the building or the tenants.

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 Standards for program accessibility and barrier removal.

[https://www.ada.gov/2010ADASTandards\\_index.htm](https://www.ada.gov/2010ADASTandards_index.htm)

Any and all references to square feet of the Proposed Space contained in a Reply must be "usable square feet" in accordance with the Department of Management Services Standard Method for Measuring Floor Area in Office Buildings (reference 60H-2.003, Florida Administrative Code). The Agency and Department of Management Services reserve the right to independently verify the Proposed Space measurement.

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



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

Location of the Proposed Space within the building or buildings: \_\_\_\_\_

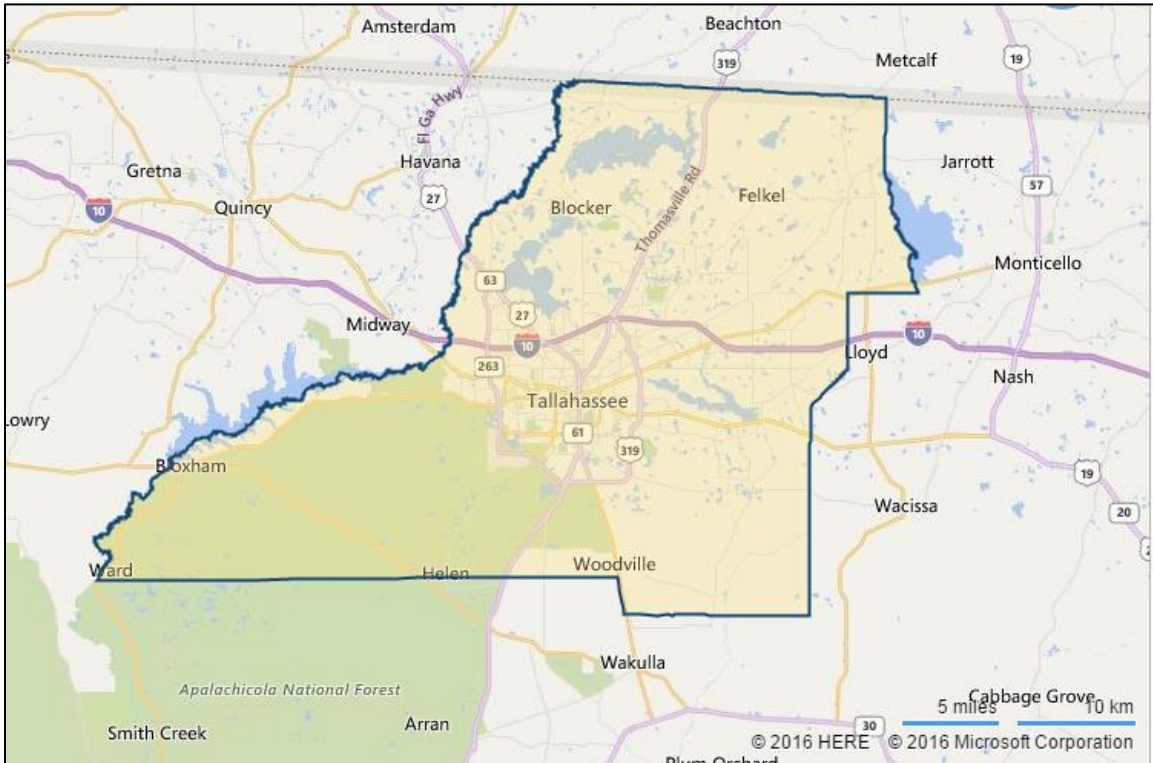
\_\_\_\_\_

Complete address of the Proposed Space is: \_\_\_\_\_

\_\_\_\_\_

**THIS SPACE LEFT INTENTIONALLY BLANK**

Locations are to be within or abutting the following boundaries (locations outside listed boundaries will be disqualified):



**B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES**

**The Proposed Space is to be made available for occupancy on or before November 1, 2019, with access, at no charge to the Lessee, to the Proposed Space thirty (30) days prior to occupancy date for set up.** Should the successful Proposer fail to make the Proposed Space available by the date specified in the Reply, the Proposer shall be liable at the Agency’s discretion for liquidated damages in the amount of up to \$9,317.05 for each additional day until the Proposed Space is made available, in accordance with the liquidated damages addendum to the Lease.

Proposed Space is considered available for occupancy when the Agency is provided with a signed official/final Certificate of Occupancy, an approved State Fire Marshal Final Inspection, and the Agency has provided written approval of acceptance to the Proposer. Written approval of acceptance will occur as a result of a walk through inspection with the Agency’s Program Office Contact, Proposer, Proposer’s Construction Contractor, and Tenant Broker Representative.

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 Agency. This does not include delays due to issues within Lessor’s management or personnel, construction or subcontractor management or construction, renovations, permitting, inspections, holidays, orders/delivery, etc. If the delay is greater than 60 days, the Agency shall have the right to terminate the lease. The Lessor must notify Agency immediately in writing of any delays. The Agency will inform the Lessor in writing whether the request for an extension is approved or denied. If approved, the Agency will inform the Lessor of the length of the approved extension.

Proposer agrees to make the Proposed Space available in accordance with the Commencement Date and specifics stated in Article IV, Section B, failing which the liquidated damages stated above shall apply: YES \_\_\_\_ or NO \_\_\_\_

To measure adequate progress and in an attempt to prevent an untimely occupancy date, Lessor shall provide the following items to the Tenant Broker Contact after award:

- Project Schedule – see Attachment B. The Project Schedule will include projected dates. Lessor is responsible for working with the construction contractor to ensure the schedule is updated at all times. The schedule will be used to monitor the progress of the construction and will be addressed at each meeting and by the Tenant Broker Contact, as necessary.
- Construction Meetings – shall occur bi-weekly on site and will be initiated by the Lessor. The construction manager or representative must be present and have knowledge of the current project status. The construction manager or representative shall provide photos and meeting minutes reflecting project status within 72 hours of the meeting to the Agency.
- Floor plans – will be a joint effort of the Agency’s staff and successful Proposer. The Lessor will provide architectural services for preparation of the floor plans and renovations. Final floor plan is subject to the Agency’s approval, State Fire Marshal review and approval, and the local building authority approval.
- Build-to-Suit – In the event a Build-to-Suit Lease is awarded, pursuant to section 255.249(2), Florida Statutes, the awarded Proposer shall provide architectural design and preliminary construction plans to the Department of Management Services for prior approval.

**C. TERM AND RENEWAL OPTIONS**

The initial term of the lease for this Proposed Space will be for **ten (10) or fifteen (15) years.**

The Agency contemplates potential renewal of this lease and, therefore, requires a minimum of **two (2)** renewal options for **five (5)** years each. Renewal options must include rates. See pages 12 and 13.

Replies must include rates for **all terms** listed above to be considered. See pages 12 and 13. **Any other options will not be considered.**

**Proposer agrees that the Proposed Space will be available to the Agency throughout the selected initial term and the renewal periods as specified above:**

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

**D. RENTAL RATE - FULL SERVICE (GROSS)**

The Proposer shall provide the Agency with a **Full Service (gross) lease** structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the Proposed Space. There shall be no pass through charges or options to modify lease terms for additional expenses. Failure to provide the rates for the initial terms and renewal periods shall result in a non-responsive Reply. **The rates for each initial period listed are required.** Provide the rate per usable square foot, as indicated on the following pages:

**Provide the proposed Full Service rent for each year of each initial and renewal terms (as provided in Section C) on pages 12 and 13:**

## Ten Year Base Term

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			
Year Six			
Year Seven			
Year Eight			
Year Nine			
Year Ten			

## First Renewal Option

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			

## Second Renewal Option

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			

***Proposers must submit proposals for all lease terms being requested.***

## Fifteen Year Initial Term

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			
Year Six			
Year Seven			
Year Eight			
Year Nine			
Year Ten			
Year Eleven			
Year Twelve			
Year Thirteen			
Year Fourteen			
Year Fifteen			

### First Renewal Option

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			

### Second Renewal Option

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			

***Proposers must submit proposals for all lease terms being requested.***

**E. PERMITTED USE BY THE STATE**

The State’s permitted use for the location will include administrative office use and other functions performed by the Agency.

**Proposer agrees and acknowledges that the use of the Proposed Space as described above is acceptable and is in full compliance with all current zoning requirements, regulations, laws, and ordinances, etc.:** YES \_\_\_\_ or NO \_\_\_\_

**F. ENERGY STAR RATING**

The State requires wherever possible that leased space be in an Energy Star rated facility. **Does this facility meet standards of an Energy Star building as determined on the following website: [http://www.energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfoliomanager?](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?)**

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

**If so, provide the Energy Star rating for this building \_\_\_\_\_.**

**G. SPACE AVAILABILITY – TURN-KEY BUILD OUT**

The State requires a “turn-key” build-out by the Lessor Therefore, Lessor shall assume all cost risks associated with delivery in accordance with the Agency’s Proposed Space program specifications detailed in Attachment A and subject to Agency’s right to make adjustments based on Proposed Space layout.

**Proposer agrees to provide a “turn key” build-out in accordance with the Proposed Space specifications detailed in Attachment “A” following the Agency’s approval of an architectural layout provided by the Proposer:** YES \_\_\_\_ or NO \_\_\_\_

**H. LEASE**

**Attachment “C”** to this ITN is the lease agreement form (and related addenda), which contains the general terms and conditions required by the State. This form is required; no other form is accepted. Other terms and conditions may be required by the State to consummate a transaction. Each Proposer must review this form in its entirety.

Attachment “A” to this ITN and the attached addenda described below will be incorporated as part of the final Lease Agreement.

**Proposer acknowledges that Proposer has reviewed the Lease Agreement contained in Attachment “C” and that the form (including all terms, conditions, and addenda) is acceptable should the Proposed Space be selected by the Agency:** YES \_\_\_\_ or NO \_\_\_\_

**I. PURCHASE OPTION / RIGHT OF FIRST REFUSAL CONTRACT CLAUSE**

Proposer will grant Agency both a Purchase Option and First Right of Refusal to purchase the building within which the Proposed Space is located. Such terms will be in accordance with state laws and will be clarified in the Lease Agreement.

**Proposer agrees to the terms in this section:** YES \_\_\_\_ or NO \_\_\_\_

**J. COMMISSION AGREEMENT**

**Attachment “G”** contains the Commission Agreement form. Proposer must review the Commission Agreement. Each Reply must be returned with an executed copy of the Commission Agreement.

**Proposer acknowledges that Proposer has reviewed and understands the Commission Agreement (Attachment G). Proposer agrees to execute and be bound by said Agreement should the Proposed Space be selected by the Agency:**

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

**K. ATTACHMENTS**

This ITN contains numerous Attachments and Addenda, each of which is an integral part of this ITN. The forms are required, as applicable. Please review the Attachments and Addenda included in this ITN and initial at the bottom of each page acknowledging the forms:

**Attachment A** Agency Specifications - provides specific detail as to Agency requirements. This Attachment will become an Addendum to the Lease Agreement.

**Attachment B** Construction Project Schedule – details the various stages of construction and projected completion dates.

**Attachment C** Lease Agreement – the state lease document is provided to give the Proposer a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is a required lease form; other terms and conditions may be required by the State in order for a lease to be consummated.

The following Addenda shall be included in the Lease Agreement upon execution:

- Agency Specifications
- Air Quality
- Liquidated Damages
- Janitorial Services/Maintenance Services
- E-Verify

**Attachment D** Disclosure of Ownership – required from the building owner. All detail must be provided; the form is to be completed in its entirety and included with the Reply.

**Attachment E** State Fire Marshal - Plans Review Fees, Procedures and Requirements – this attachment provides general directives with regard to Proposer’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 and the energy performance calculation method. The EPA is only to be completed by the Lessor and is not required as a part of the Reply.

**Attachment G** Commission Agreement – this Attachment provides for Proposer’s agreement of the Tenant Broker as agent for the State. Form must be completed and included with the Reply.

**Attachment H** Special Power of Attorney – If an individual is submitting a Reply on behalf of the owners of the Proposed Space, he/she must include a completed Special Power of Attorney form.

Proposer must read and understand each Attachment and Addenda in its entirety prior to completion of the Reply. Additionally, should a Proposer's Space be selected, the Proposer will, to the extent applicable, be required to adhere to the terms and conditions contained in all Attachments and Addenda and/or shall be required to complete/provide the information required in any such Attachment and Addenda.

Failure of Proposer to provide such information may result in the Reply being deemed non-responsive.

**Proposer acknowledges that Proposer has reviewed and understands each of the Attachments and Addenda and directives contained in this section:** YES \_\_\_\_ or NO \_\_\_\_

**L. PARKING**

Adequate parking for State employees and visitors is mandatory. In addition to standard parking for employees and visitors, the Agency is requesting 25 secured parking spaces be allotted for State vehicles for overnight parking.

**Proposer agrees to provide \_\_\_\_\_ parking spaces and \_\_\_\_\_ secured parking spaces.**

**M. SECURITY**

The Agency values its employees and visitors. Accordingly, facility security is of importance in making leasing determinations. Proposer must identify features such as secure doors and windows, parking areas, lighting, alarms, paid security personnel, etc., that contribute to making the property safe.

**Proposer understands and agrees to provide the requirements set forth in this section:** YES \_\_\_\_ or NO \_\_\_\_

**N. DISCLAIMER**

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

**Proposer understands and agrees with the Disclaimer set forth in this section:** YES \_\_\_\_ or NO \_\_\_\_

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

- A. Reply Evaluation Process: Using the evaluation criteria specified below, the Agency shall evaluate and rank Replies and proceed to negotiate with Proposers determined to be within the competitive range and susceptible of award. Ranking shall be determined as follows:
- Proposers will be ranked based on the evaluation criteria in this Article as applied to their respective Reply and the site visits.
  - The rankings shall be based on the total points for each Proposer based on the application of the evaluation criteria in this Article.
  - The Agency's rankings will include the total scoring from the Tenant Broker and all members of the Evaluation Team, which will be collected after site evaluations and any questions of the Evaluation Team are answered by the Proposer(s). It is the Agency's sole discretion to determine how many Proposer(s) are invited to continue to the Negotiation Process outlined below.
- B. Negotiation Process: Agency reserves the right to negotiate with all responsive and responsible Proposers, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Agency/Tenant Broker retains the discretion to negotiate with other qualified Proposers as deemed appropriate.
- The focus of the negotiations will be on achieving the solution that provides the best leasing value to the State.
  - Proposer(s) determined to be within the competitive range will be invited to negotiate a Lease Agreement. If necessary, the Agency/Tenant Broker shall request, in writing, revisions to the Reply submitted, in writing, until it is satisfied that the Lease Agreement will serve the State's needs. The process will continue until a Lease Agreement or Lease Agreements are negotiated and executed.
  - Before award, Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Proposers may be requested to make a presentation, provide additional references, provide an additional site visit, etc. Agency reserves the right to require attendance by particular representatives of the Proposer. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of Proposer's Reply. Depending on the timing of the Agency's request, failure to provide requested information may result in rejection of the Reply or a decision by the Agency to terminate negotiations with the Proposer.
  - All negotiations conducted between any Proposer(s) and Tenant Broker shall be documented in writing. The Tenant Broker will summarize all written negotiations conducted with the Proposer(s) and provide that summary to the Agency. The summary of the negotiations will be provided prior to the Agency making a decision.
  - In submitting a Reply, Proposer agrees to be bound to the terms contained in that Reply for a minimum of ninety (90) days. Offered prices/rates should assume those terms apply, but the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if Agency determines that it is in the State's best interest to do so.
- C. Award Process: Based on the negotiations, Agency shall award the contract to the responsible and responsive Proposer that will provide the best leasing value to the State. The best leasing value will be determined based on factors that include, but are not limited to:
- Rental rate
  - Renewal rate
  - Lease term
  - Location
  - Condition of facility
  - Landlord responsibility; build out
  - Operational efficiency

- Amenities
  - Parking
  - Safety, including the strength of the security of the building and the safety of the surrounding areas.
- The Agency reserves the right to consider the results of any requested financial statements of the Proposer in making its determination of best leasing value.
  - The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency reserves the right to waive minor irregularities in Replies.

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The successful Reply will be the one that is the best overall Reply that is in the best interest of the State. All Replies will be evaluated on the criteria below:

**A. Associated Fiscal Costs:**

Rental:

Rental rates for initial term of lease. Rates evaluated, using total present value methodology for initial term of lease, by application of the present value discount rate of 1.20%.

Maximum points: 25

Rental rates for renewal option terms of lease. Rates proposed are within projected budgetary restraints of the Agency.

Maximum points: 5

**B. Location:**

The effect of environmental factors (including the physical characteristics of the building, and the area surrounding it) on the efficient and economical conduct of Agency operations planned for the requested space.

Location and property are well suited and conducive to conducting business with Agency and for Agency operations.

Maximum points: 30

Frequency and availability of public transportation near the Proposed Space.

Maximum points: 5

Security issues posed by building, by associated parking, and by surrounding neighborhoods.

Maximum points: 10

**C. Premises:**

The extent to which the Proposed Space is designed to have an efficient layout and good utilization of space.

Maximum points: 10

**D. Parking:**

The proposed parking as required and requested in Article IV., Section L., of the ITN is sufficient and appropriately accessible to meet the Agency's needs.

Maximum points: 15

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## VI. PROTEST PROCEDURES

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

## VII. CERTIFICATION

Each Reply must be signed by the individual owner(s), business entity's authorized officers, managers or partners or their legal representatives. The individual owner, corporation, limited liability company, or partnership name must be stamped, written, or typewritten beside the actual signature(s). All persons executing the Reply must include written evidence of authority to execute the Reply, if other than an individual owner.

## VIII. CERTIFICATE OF AUTHORITY

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with Florida shall at the time of submitting a Reply hereto, shall be registered or have applied for registration with the Florida Department of State in accordance with the provisions of chapters 607, 608, 617, and 620, Florida Statutes, respectively. A copy of the registration or application shall be furnished when submitting the Reply. If subcontractors are used, a statement is required indicating that all subcontractors are appropriately registered with the Florida Department of State as described in this section. Information and forms may be obtained at: <http://www.sunbiz.org>.

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

\_\_\_\_\_  
Proposer's Name

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

\_\_\_\_\_  
FEID or SS Number

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

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

## ATTACHMENT A – AGENCY SPECIFICATIONS

Please Note: The Agency reserves the right to make adjustments based on the layout of the Proposed Space.

### Division of Public Assistance Fraud

Quantity		Type of space & size needed <i>Personnel and Standard Support Areas</i>	Standard SF	SF	Voice	Data	Total Voice	Total Data
A.	1	Office(s) @ 225 SF each	225	225	2	4	2	4
B.	1	Office(s) @ 150 SF each	150	150	2	2	2	2
C.	9	Work Stations @ 100 SF each	100	900	1	2	9	18
D.	5	Workstation(s) @ 80 SF each	80	400	1	2	5	10
E.	6	Workstation(s) @ 60 SF each	60	360	1	1	6	6
F.		Reception @ 200 SF	200	0	0	0	0	0
G.	1	LAN Room @ 75 SF	75	75	2	4	2	4
H.		Open Files		0	0	0	0	0
I.		Storage Room @ 100 SF	100	0	0	0	0	0
J.	1	Pantry @ 200 SF	200	200	0	0	0	0
K.	3	Copy Room @ 100 SF	100	300	1	2	3	6
L.	1	Conference Room for 10-12 people @ 350 SF	350	350	2	4	2	4
M.		Conference Room for 6-8 people @ 250 SF	250	0	0	0	0	0
N.		Open Team Work Area @ 100 SF	100	0	0	0	0	0
<b>Sub Total – Personnel &amp; Standard Support Areas</b>				<b>2,960</b>			<b>31</b>	<b>54</b>
<b>Circulation space (35%) for items A through N</b>				<b>1,036</b>				
<i>Special Use Areas</i>								
O.	1	Main Reception Area 240 SF	240	240	1	2	1	2
P.		Service Counter/Waiting Area (separate hearing recpt room)		0			0	0
Q.	1	Interview Rooms @ 125 SF	125	125	2	2	2	2
R.		Secured Supply Rooms @ 350 SF	350	0			0	0
S.	1	Security Facilities @ 100 SF	100	100	1	2	1	2
T.	2	Records Storage @ 75 SF	75	150	1	0	2	0
U.	3	Central Document Storage/Processing @ 50 SF	50	150	1	1	3	3
V.		Conference Center @ 1,000 SF	1000	0	0	0	0	0
W.		Training Center @ 1,000 SF	1000	0			0	0
X.		LE Equipment Storage Secured @ 2000 SF	2000	0			0	0
Y.	1	IT Storage/Receiving/Workroom @ 200 SF	200	200	2	4	2	4
Z.		HSPD Security Room @ 150 SF	150	0			0	0
AA.	1	Secondary Wiring Closet @ 75 SF	75	75	1	2	1	2
BB.	1	Phone / Voice Room @ 75 SF	75	75	1	2	1	2
CC.		Security (IDS) Systems Room @ 150 SF	150	0			0	0
<b>Sub Total – Special Use Areas</b>				<b>1,115</b>			<b>13</b>	<b>17</b>
<b>Circulation space (30%) for items O through CC</b>				<b>335</b>				
<b>TOTALS:</b>				<b>5,446</b>			<b>44</b>	<b>71</b>

**DIVISION OF INVESTIGATIVE & FORENSIC SERVICES**

Quantity		Type of space & size needed	Standard SF	SF	Voice	Data	Total Voice	Total Data
		<i>Personnel and Standard Support Areas</i>						
A.	4	Office(s) @ 225 SF each	225	900	2	4	8	16
B.	50	Office(s) @ 150 SF each	150	7500	2	2	100	100
C.		Work Stations @ 100 SF each	100	0	0	0	0	0
D.		Workstation(s) @ 80 SF each	80	0	0	0	0	0
E.	8	Workstation(s) @ 60 SF each	60	480	1	1	8	8
F.	1	Reception @ 200 SF	200	200	1	2	1	2
G.	1	LAN Room @ 75 SF	75	75	2	4	2	4
H.		Open Files		0	0	0	0	0
I.		Storage Room @ 100 SF	100	0	0	0	0	0
J.	1	Pantry @ 200 SF	200	200	0	0	0	0
K.	4	Copy Room @ 100 SF	100	400	1	4	4	16
L.	2	Conference Room for 10-12 people @ 400 SF	400	800	2	4	4	8
M.	1	Conference Room for 6-8 people @ 250 SF	250	250	0	0	0	0
N.	2	Open Team Work Area @ 100 SF	100	200	1	2	2	4
<b>Sub Total – Personnel &amp; Standard Support Areas</b>				<b>11,005</b>			<b>129</b>	<b>158</b>
<b>Circulation space (35%) for items A through N</b>				<b>3,852</b>				
		<i>Special Use Areas</i>						
O.	1	Fitness Room	500	500	1	2	1	2
P.	1	Locker Room/Shower	200	200	0	0	0	0
Q.	2	Interview Rooms @ 100 SF	100	200	2	2	4	4
R.	2	Secured Supply Rooms @ 350 SF	350	700	1	0	2	0
S.	1	Breakroom/Kitchen @ 500 SF	500	500	1	2	1	2
T.	2	Central Records Storage @ 150 SF	150	300	1	0	2	0
U.	5	Secured Records Storage @ 175 SF	175	875	1	0	5	0
V.	2	Conference Center @ 500 SF	500	1000	2	4	4	8
W.	1	Training Center @	1000	1000	6	12	6	12
X.	1	LE Equipment Storage Secured @ 2000 SF	2000	2000	1	0	1	0
Y.	2	IT Storage/Receiving/Workroom @ 200 SF	200	400	2	4	4	8
Z.	2	Evidence Room (Secured) @ 400 SF	400	800	1	0	2	0
AA.	1	Secondary Wiring Closet @ 75 SF	75	75	1	4	1	4
BB.	1	Phone / Voice Room @ 75 SF	75	75	1	2	1	2
CC.	1	Laundry Facility w/washer & dryer hookups (LE)	200	200	0	0	0	0
DD.	2	Security (IDS) Systems Room @ 150 SF	150	300	1	2	2	4
<b>Sub Total – Special Use Areas</b>				<b>9,125</b>			<b>36</b>	<b>46</b>
<b>Circulation space (30%) for items O through DD</b>				<b>2,738</b>				
<b>TOTALS:</b>				<b>26,720</b>			<b>165</b>	<b>204</b>

**WORKERS COMPENSATION AND GENERAL COUNSEL**

Quantity		Type of space & size needed <i>Personnel and Standard Support Areas</i>	Standard SF	SF	Voice	Data	Total Voice	Total Data
A.	9	Office(s) @ 225 SF each	225	2025	1	2	9	18
B.	31	Office(s) @ 150 SF each	150	4650	2	2	62	62
C.	172	Work Stations @ 100 SF each	100	17,200	1	2	172	344
D.	4	Workstation(s) @ 80 SF each	80	320	1	2	4	8
E.	6	Conference Room (2-4 people) @100 SF	100	600	2	2	12	12
F.	10	Reception @ 200 SF	200	2000	1	2	10	20
G.	2	LAN Room @ 75 SF	75	150	2	4	4	8
H.	216	Open Files	9	1944	0	0	0	0
I.	6	Storage Room @ 100 SF	100	600	1	0	6	0
J.	4	Pantry @ 200 SF	200	800	0	0	0	0
K.	4	Copy Room @ 100 SF	200	800	1	4	4	16
L.	3	Conference Room for 10-12 people @ 350 SF	350	1050	4	8	12	24
M.	6	Conference Room for 6-8 people @ 250 SF	250	1500	2	2	12	12
N.	6	Open Team Work Area @ 100 SF	100	600	2	4	12	24
<b>Sub Total – Personnel &amp; Standard Support Areas</b>				<b>34,239</b>			<b>319</b>	<b>548</b>
<b>Circulation space (35%) for items A through N</b>				<b>11,984</b>				
<i>Special Use Areas</i>								
O.	1	Main Reception Area (DHU)	600	600	1	0	1	0
P.	1	Service Counter/Waiting Area (separate hearing rept room)	600	600	1	0	1	0
Q.	4	Interview Rooms @ 125 SF	125	500	2	2	8	8
R.	2	Certified Doc Storage/Processing @ 500 SF	500	1000	1	2	2	4
S.	1	Security Facilities (guard offices) @ 100 SF	100	100	1	0	1	0
T.	3	Mail Room @ 400 SF	400	1200	1	2	3	6
U.	8	Records Storage @ 600 SF	600	4800	1	0	8	0
V.	1	Conference Center @ 1,700 SF	1700	1700	4	6	4	6
W.		Training Center @ 1,500 SF		0	0	0	0	0
X.		Data/Computer Center		0	0	0	0	0
Y.	1	IT Storage/Receiving/Workroom @ 800 SF	800	800	2	6	2	6
Z.	1	HSPD Security Room @ 150 SF	150	150	2	4	2	4
AA.	3	Secondary Wiring Closet @ 75 SF	75	225	1	4	3	12
BB.	5	Phone / Voice Room @ 75 SF	75	375	1	2	5	10
CC.	3	Security (IDS) Systems Room @ 150 SF	150	450	1	2	3	6
DD.	1	Library @ 1000 SF	1000	1000	1	4	1	4
EE.	1	Library @ 200 SF	200	200	1	2	1	2
FF.	2	Breakroom @ 200 SF	200	400	1	2	2	4
<b>Sub Total – Special Use Areas</b>				<b>14,100</b>			<b>47</b>	<b>72</b>
<b>Circulation space (30%) for items O through FF</b>				<b>4,230</b>				
<b>TOTALS:</b>				<b>64,553</b>			<b>366</b>	<b>620</b>

**REHABILITATION & LIQUIDATION**

Quantity		Type of space & size needed <i>Personnel and Standard Support Areas</i>	Standard SF	SF	Voice	Data	Total Voice	Total Data
A.	1	Office(s) @ 225 SF each	225	225	1	2	1	2
B.	8	Office(s) @ 150 SF each	150	1200	2	2	16	16
C.	18	Work Stations @ 100 SF each	100	1800	1	2	18	36
D.	10	Workstation(s) @ 80 SF each	80	800	1	2	10	20
E.	8	Workstation(s) @ 60 SF each	60	480	1	1	8	8
F.	1	Reception @ 50 SF	50	50	1	2	1	2
G.	1	LAN Room @ 75 SF	75	75	2	4	2	4
H.	10	Open Files @ 9 SF	9	90	0	0	0	0
I.	1	Storage Room @ 100 SF	100	100	1	2	1	2
J.	1	Pantry @ 200 SF	200	200	0	0	0	0
K.	1	Copy Room @ 100 SF	100	100	1	2	1	2
L.	0	Conference Room for 10-12 people @ 350 SF	350	0	0	0	0	0
M.	1	Conference Room for 6-8 people @ 250 SF	250	250	1	2	1	2
N.	1	Open Team Work Area @ 100 SF	100	100	1	2	1	2
<b>Sub Total – Personnel &amp; Standard Support Areas</b>					<b>5,470</b>		<b>60</b>	<b>96</b>
<b>Circulation space (35%) for items A through N</b>					<b>1,915</b>			
<i>Special Use Areas</i>								
O.		Main Reception Area 240 SF	250	0			0	0
P.		Service Counter/Waiting Area (separate hearing recpt room)		0			0	0
Q.		Interview Rooms @ 125 SF	125	0			0	0
R.		Secured Supply Rooms @ 350 SF	350	0			0	0
S.		Security Facilities @ 100 SF	100	0			0	0
T.	1	Mail Room & Supply @ 250 SF	250	250	1	2	1	2
U.		Central Document Storage/Processing @ 50 SF	50	0			0	0
V.		Conference Center @ 1,000 SF	1000	0			0	0
W.		Training Center @ 1,000 SF	1000	0			0	0
X.		LE Equipment Storage Secured @ 2000 SF	2000	0			0	0
Y.	1	IT Storage/Receiving/Workroom @ 200 SF	100	100	2	4	2	4
Z.		HSPD Security Room @ 150 SF	150	0			0	0
AA.	1	Secondary Wiring Closet @ 75 SF	75	75	1	2	1	2
BB.	1	Phone / Voice Room @ 75 SF	75	75	1	2	1	2
CC.		Security (IDS) Systems Room @ 150 SF	150	0			0	0
DD.	1	Central File Room @ 250 SF	250	250	1	1	1	1
<b>Sub Total – Special Use Areas</b>					<b>750</b>		<b>13</b>	<b>17</b>
<b>Circulation space (30%) for items O through DD</b>					<b>225</b>			
<b>TOTALS:</b>					<b>8,360</b>		<b>73</b>	<b>113</b>



**1. RESTROOMS**

Each is to be equipped as follows:

- A. Shall meet requirements of ADA Accessibility Requirements Manual.
- B. All lavatories supplied with cold water. At least one (1) antibacterial soap dispenser per lavatory, air deodorizers, trashcans, exhaust fans and two (2) paper towel dispensers shall be provided in each rest room. Sanitary napkin receptacles accessible to each water closet station provided in women's rest rooms. Disposable sanitary seat covers provided in each restroom stall. One (1) full size mirror in staff restrooms shall be provided.

**2. FLOOR PLANS**

Final floor plans shall be a joint effort of Agency staff and the successful proposer. The successful proposer is to provide architectural services by a licensed architect to prepare renovation plans. The final floor plan is subject to the Agency's approval and State Fire Marshal review and approval.

- A. INTERIOR WALLS extended from floor to ceiling and designed or insulated sufficiently to prevent noise transmission. All walls shall contain a minimum of 3 ½ inches of fiberglass insulation. Conference Rooms, Rest Rooms, Mechanical & Equipment Room walls shall contain soundproofing material equivalent to 6 inches of fiberglass insulation. Perimeter wall defining the Agency's space interior walls of the Telecommunications Equipment Room, and interior wall of the designated central file room(s) shall extend beyond the ceilings to prohibit access through the ceiling crawl space.
- B. CEILING HEIGHT is to be eight (8) feet minimum. Ceilings may exceed that height if energy efficiency is not adversely affected. Deviation subject to the Agency's approval.
- C. INTERIOR HALL width a minimum of four (4) feet for main hallways.
- D. DESIGN shall maximize the number of exterior window offices and provide natural lighting where possible.

**3. OCCUPANCY**

The date of lease payment commencement shall 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:

- A. Certification of Occupancy shall be submitted to the Agency Facility office in Tallahassee 30 days prior to the lease start date.
- B. All installations are operational and complete.
- C. The Agency has signed a letter of acceptance. The Agency shall be allowed to move all office equipment and furniture into the premises five (5) days prior to actual occupancy, at no charge to the Agency.

**4. FIRE PREVENTION**

Lessor shall conform to all requirements of the State Fire Marshal and shall obtain 50% completion inspection and final inspections by the State Fire Marshal as required by section 633.218, Florida Statutes. Fire and Life Safety equipment maintained by the Lessor and shall meet the state and local requirements for life safety.

Note: It shall be the Lessor's responsibility to contact the Local Fire Protection Agency who shall perform subsequent inspections either annually or every two years thereafter as per Florida Statutes.

## **5. 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) equipped with automatic thermostat(s) fitted with tamper proof covers. Temperatures shall be maintained at 75 degrees Fahrenheit during the heating and cooling season. Temperatures may be adjusted periodically to achieve employee comfort. Control thermostats shall be located in areas to achieve proper zone temperature. System tested and balanced prior to occupancy and adjusted after occupancy until desired temperatures are achieved. VAV zone boxes shall maintain a minimum air flow (circulation) of a least 25% after the zone temperature reaches its set point (if applicable). Outside fresh air intake vents, dampers, automatic controls, and power driven systems for fresh air (if applicable) shall be fully operational according to design specifications and shall be located at least fourteen feet above the ground. Carbon dioxide monitors (if applicable) calibrated every five (5) years at a minimum.

Buildings or spaces, older than 10 years, where ductwork has not been retrofitted, with ridged air conveyance ductwork (lined or non-lined on the air side), turning vanes, operational control systems on the air side, air handlers that are to remain in place, thoroughly inspected for excessive buildup of dust and contaminants (i.e., mildew, mold fungi, etc.) by the firm performing the test and balance of the space or building. If excessive buildup of dust, dirt or contaminants is present, the Lessor shall contract at his expense with a licensed mechanical firm to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior of the air handlers cleaned properly.

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

The Lessor shall inspect all air handler coils (all layers), condensation drain pans, condensation drain pipes, cooling towers (if applicable), gaskets, or couplings for microbial growth and buildup, due to normal operating conditions, standing water caused by clogs, leaks, etc., on a monthly basis and document any discrepancies. The Lessor shall immediately correct any and all problems to current standards or care with due diligence to prevent possible health problems related to the HVAC system and its operation. Fresh air intake vents inspected for any microbial buildup and thoroughly cleaned, if necessary. Filters (if applicable) on fresh air intake vents cleaned or replaced bi-monthly. The Lessor shall maintain a monthly service record, showing the dates the maintenance cleaning and inspection were made and filters were replace.

## **6. MECHANICAL DRAWINGS**

Lessor shall make available, upon request, mechanical drawings of the HVAC system.

## **7. MISCELLANEOUS HEALTH AND SAFETY TESTING**

Lessee reserves the right to have any additional health and safety test performed at its own expense. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take

immediate corrective action, as approved by Lessee, to remedy the situation and reimburse Lessee for the costs of conducting such test(s).

**8. SECURITY REQUIREMENTS: SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING**

- A. All outside doors, with the exception of the main entrance(s), equipped with interior push bar release locks. All exterior doors to include a singular cylinder deadbolt lock. Doors to automatically lock upon closure. The Agency shall be permitted to install an electronic key card or proximity card reader, to gain entry. This system is required to prevent unauthorized entry into the leased space, yet provide employees with convenient entry and exit of the building. Main client entrance shall be programmed to lock at the end of the scheduled work day at 5:00 p.m. and unlock at the beginning of each work day at 8:00 a.m. as stated by programs management and to include a dead bolt.
- B. The Agency shall be permitted to install locks and alarm contacts, motion and/or glass break detectors on all exterior windows and doors. If windows are capable of opening they shall be equipped with alarm contacts and glass break detectors.
- C. Interior security lights throughout the leased area for security when main lights are off. Night-lights on all outside doors.
- D. Night lights with timers set to come on at dusk and off at dawn in the entire parking area and over all outside doors. A Minimum of 3 ft/candles of light throughout all areas provided for parking, sidewalks and outside patio area.
- E. Lessee shall have the right to install locks on designated interior offices, evidence rooms, conference/training rooms and storage rooms.
- F. Security: The Lessee shall have the right to install and maintain an electronic security system to detect unauthorized after hours entry and provide for access control during business hours.
- G. The Lessor shall provide fire and smoke detectors that activate an audible and visual alarm to be heard and seen throughout facility.
- H. Trees and shrubs in and around the parking lot and the building shall be maintained using the two foot-six foot rule (shrubs no taller than two feet above the ground and trees trimmed so lowest limbs are no less than six feet above the ground), allowing for good natural surveillance and visibility.

**9. SIGNS**

- A. Interior Identification:
  - 1. Lessor shall 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. Samples and designs shall be reviewed and approved by the Agency. Interior sign consisting of the DFS logo shall be placed near or on the entrance door in conformance with other building interior signage locations. The Agency shall provide Logos and Program signs for the Lessor's' use.
  - 2. Other ADA compliance, raised letter signs with Braille 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 cubicles or offices are to be numbered consecutively.

B. Exterior Identification:

1. An exterior sign, clearly visibly from the road, of a style and material comparable to surrounding facility signs of sufficient size to identify the State of Florida, Department of Financial Services, with DFS logo, purchased, installed, and maintained by the Lessor. In addition, in buildings where Agency occupies 50% or more of the gross lease space, the Agency shall have the option to require Agency signage on the building exterior to be provided by the Lessor either at the top of the building or at the entrance. Sign lighting encouraged.
2. The Lessor is to use logo and program signs, which shall be provided by the Agency, on all entrance doors to designate program(s).
3. All signs shall meet requirements of ADA Accessibility Requirements Manual, and are to be installed and maintained by Lessor.

**10. REFRIGERATED DRINKING FOUNTAINS**

Provide a minimum of two (2) refrigerated drinking fountains, one each immediately adjacent to restrooms. In facilities where the space is on multiple floors, additional fountains shall be provided.

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.)

**11. FLOOR COVERINGS**

New carpeting shall be installed prior to acceptance of the building. All individual office spaces and conference rooms shall have at least 68.8 oz. per square yard total weight; 26 oz. face weight per square yard, loop commercial grade, anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. Break rooms, restrooms and telephone/computer rooms shall require non-slip, Vinyl Composition Tile (VCT). Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All VCT and carpeting shall be of a color and by a manufacturer acceptable to the Agency, which shall choose from an assortment of at least three samples provided by the Lessor. Carpeting shall be treated to reduce staining. Carpet specified has a normal life expectancy of five (5) years and therefore shall require replacement at the Lessor's sole expense every five (5) years, including the relocation of furniture during such work. Tears or loose seams, which become safety hazards, repaired or replaced upon request from the Agency. Any VCT that has been broken shall be replaced when damage occurs. Any alteration to this schedule shall be made and agreed to by both parties in writing.

**12. WINDOWS**

As applicable, rooms having exterior walls shall have windows with a minimum of 24-sq. ft. of light space per 120 square feet of floor space. If an open configuration on the exterior walls, then at a minimum, there shall be one window per every 12 linear feet. Placement may be determined by structural requirements.

**13. WINDOW & DOOR COVERING**

All exterior windows and public access interior/exterior glass panels and/or glass doors shall have vertical blinds to permit privacy, and allow sunlight and energy control. All windows receiving direct sunlight shall, in addition, be tinted or covered with energy saving film, with darker tinting applied to windows facing the west.

**14. LIGHTING**

- A. All leased space to be provided with fluorescent lights to provide a minimum lighting level of: (Measured with a General Electric type 214 Light Meter)
  - 1. 10 foot-candles - halls and corridors, etc.
  - 2. 30 foot-candles - other public areas
  - 3. 50 foot-candles - offices, classrooms, conference rooms, computer rooms, etc. (measured with a General Electric type 214 light meter)
- B. Interior lighting shall include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly.

**15. ELECTRICAL REQUIREMENTS**

The Lessor shall provide:

- A. At least two (2) duplex receptacles per office, modular partition, and common area for connection of computer equipment, and as required for printers, copiers, etc.;
- B. Class "B" surge protection on all 120/208 circuit break panels;
- C. Ground resistance test to assure less than 5 ohm or better;
- D. Building shall comply with National Electrical Code latest edition at the time of occupancy.

**16. SERVICE ENTRANCE**

The Agency requires the ability to access the State MyFloridaNetwork (MFN) through optical fiber. The building owner shall be responsible for any service entrance, conduit and premise wiring modification required to enable the Agency to connect Customer Premise Equipment (CPE) to MFN.

**17. FREIGHT ELEVATOR**

In the event of a multi-story facility, the Agency must have access to a freight elevator.

**18. INSIDE WIRING SPECIFICATIONS - COMMERCIAL OFFICE SPACE FOR VOICE AND DATA APPLICATIONS**

- A. Station Wiring

The Florida Department of Financial Services, Office of Information Technology, Bureau of Distributed Infrastructure, Network Services requests a copy of the electrical plan for review and approval during the design phase for any power and station wire location considerations before the approved plan is released.

Station wire shall consist of 4 pair UTP, 24 AWG, air plenum level 5 Enhanced CMP for voice and data. The contractor will install in accordance with the following specification:

The installation shall include one station wire run to each location designated. The station wire runs will be terminated in each location on a single category V Enhanced RJ45 modular wall jack assembly. IP phones and computers will be used on the single data jack so a separate phone line at each user location will not be necessary. All fax lines will be terminated into an RJ11 modular wall jack assembly.

All four (4) pairs of the wire will be terminated on the RJ45. These cables shall be terminated in the jack assembly wired straight, 1 through 8 (white/blue through brown/white).

Station wire shall be homerun from the wall jack location to the nearest designated telecommunications room / closet location (see description below). There shall be two (2) feet of slack in the cable at the office end. Slack cable may be pulled into the ceiling when installing the wall jack assembly.

In the designated telecommunications room / closet the cable shall be terminated on a patch panel on a 19" floor mounted rack or a wall mounted 19" rack attached to backboard. Cables for fax lines will be terminated on a 110 block mounted on the backboard. All terminations for the wall jack assemblies and the station connecting blocks and cables will be in a manner that reflects good workmanship and practices.

Station jacks should be labeled in sequence through the suite, and in sequence on the patch panel in telecommunication room / closet.

Cable installed without conduit in ceiling spaces serving as a return air plenum 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).

#### B. Telecommunications Room / Closet

If no dedicated telephone apparatus room is available within 100 meters of the office suite, then a room within the office suite shall be designated as the main telecommunications room. If a room within the office suite is designated as the main telecommunications room, then a 25 pair TIE cable shall be run to the main telephone entrance in an approved conduit meeting local telephone company specifications which includes grounding. This conduit will suit the purpose for any DEMARC extensions of phone and network services provided by the local telephone company to DFS. If auxiliary network rooms exist throughout the building or on different floors, these shall be connected back to the main telecommunications room by optical fiber, compatible with DFS network equipment (multi-mode fiber optic + (62.5/125) cable from the main room to each auxiliary room, or better). Power in the auxiliary rooms should be 20A circuits on building UPS / generator system if available. Temperature within the designated telecommunications room shall be consistent in a range of sixty (60) to seventy-eight (78) degrees Fahrenheit.

#### C. Backboards

The contractor shall provide (1) 4' x 8' mounted plywood backboard in the designated telecommunications room(s) / closet(s) for the installation of such devices as key service units, line and station connecting blocks, surge protector assemblies, demarcation points, main distribution wire cable, and any other equipment necessary for the operation of a telecommunication system. A #6 ground wire with a grounding block shall also be installed on the backboard. A duplex dedicated outlet, 110 vac, 20A circuit shall be installed with the backboard at a location two feet from the base of the backboard and centered. This electrical **circuit should be installed on building UPS / generator system if available.**

#### D. General Specifications

General requirements for telecommunication backboards, equipment rooms, apparatus rooms, closet sizes, electrical, lighting, and ground wire requirements, are contained in

General Facility requirements for Telecommunications System. This document is available from the Florida Department of Management Services.

**19. JANITORIAL SERVICES**

The successful proposer agrees to furnish janitorial and cleaning services after office hours as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required. All supplies are to be of good quality suitable for the Lessee's needs.

**20. MAINTENANCE AND REPAIR**

On or about every annual anniversary of the date of occupancy, a maintenance inspection shall be conducted by the Services Center Manager and the Lessor or his representative to review the condition of the building interior, exterior and site. Any discrepancies shall be noted and a date of correction completion established. During the term of the lease, if maintenance and repair items appear that are emergencies that have not received attention within three working days, the Lessee shall have the right to complete the work, by a contractor of the Lessee'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 reported recurring problems within 60 days after written notification by the Lessee shall result in further legal action to obtain compliance. If the Lessee is successful in court, the Lessor agrees to pay any and all attorney's fees of the Lessee, as well as impact costs due to decreased productivity. **Lessee reserves the right to correct or repair reported recurring problems and deducts the cost of the repairs from the monthly rent.**

**21. EMERGENCY REPAIRS**

Upon occupancy, the Lessor shall furnish the names and phone numbers of the maintenance contact or contractors who shall be available 24 hours daily to service or repair glass, plumbing, HVAC, roofing, hardware (locks), electric, etc.

**22. INTERIOR PAINTING**

All painted surfaces shall be freshly painted before occupancy at the commencement of this lease, and at least once every five years thereafter during the lease term and any renewals thereof at the Lessor's sole expense. Touch-up painting to be done as requested. The Agency shall be provided samples from which to choose colors and finishes (flat or semi-gloss).

**23. Parking**

Lessor shall submit with this proposal a letter certifying the number of parking spaces per net rentable square feet to space as well as the number of parking spaces assigned to specific other tenants. The purpose of this submittal is to assure that parking spaces conform to local jurisdiction requirements of number of size, and that the number of parking spaces requested can be achieved without infringing on or combining with parking requirements of other tenants.

**24. FLORIDA PRODUCTS AND LABOR**

Florida products and labor shall be used wherever price and quality are equal.

**25. SALES TAXES**

The proposer shall not be exempted from the state sales tax on materials to be used in the construction and/or services.

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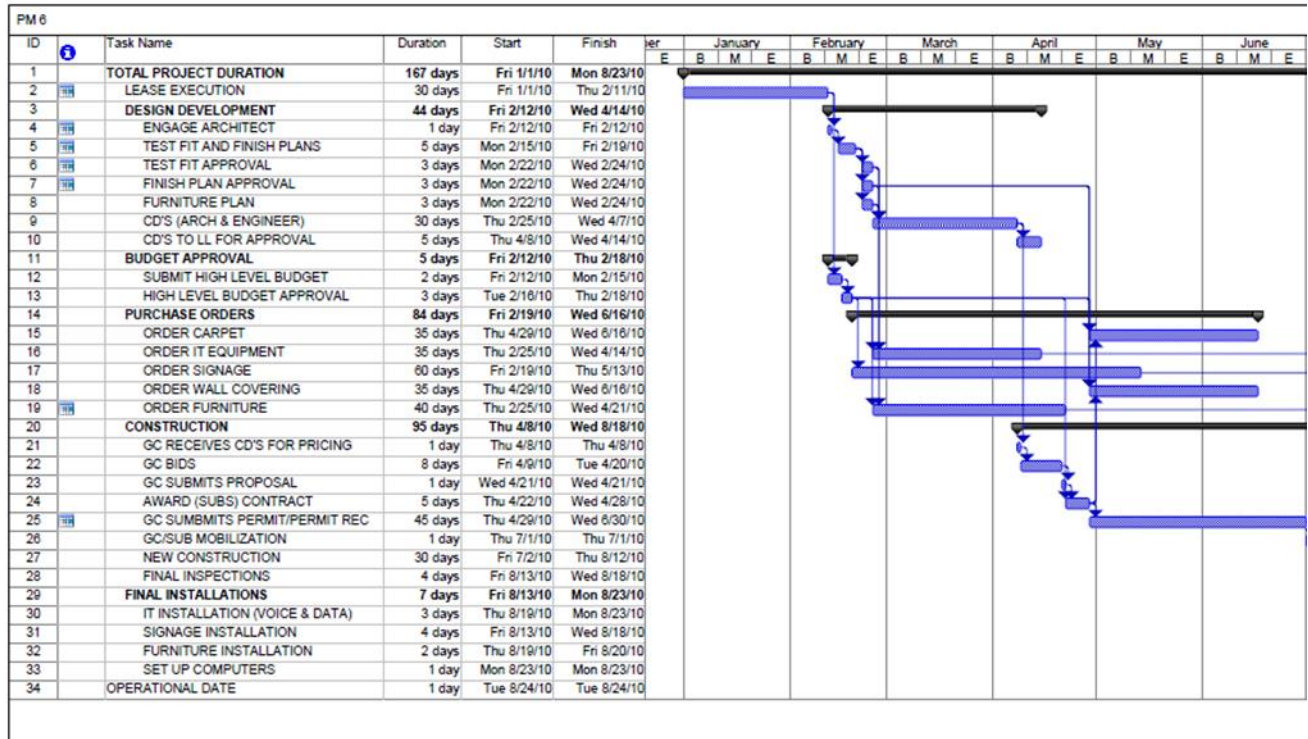
**26. MISCELLANEOUS REQUIREMENTS (UNIQUE AGENCY REQUIREMENTS)**

- A. The conference room(s) and training room(s) shall have air conditioning return exchange units that cannot be obstructed by the closure of doors. Provide multiple Telephone and multiple Computer outlets in conference room(s) as needed. The conference/training room (s) shall be equipped with multiple dimmer switches. A storage area shall be provided in the conference room. The conference room/training room shall be equipped with chair railing.
- B. Break room (s) built out to include 30" mica counter top and large, double stainless steel sink with hot/cold water (water heater to be provided by the Lessor). Cabinets overhead and below with adjustable shelving and with drawers in bottom cabinets, at least 10 linear feet each. Allow cut out for a refrigerator and allow space to house microwaves on counter tops. Mica back splash for easy maintenance along wall above counter top. Install water lines for refrigerators. A minimum of four duplex outlets shall be installed over the counter for the installation of microwave ovens and coffee makers. Three additional outlets are also needed for soda/vending machines. A paper towel and soap dispenser is also needed. Any appliance purchased by the Lessor to be Energy Star Compliant and maintained by the Lessor.
- C. All hallways to be four (4) feet in width. This is the minimum width for any hall or passageway.
- D. Isolated dedicated ground electrical circuits shall be furnished to all computer terminals and telephone equipment room shall be equipped with at least two duplex 110 volt outlets. All isolated dedicated outlets shall be color coded (Orange) to denote the dedicated ground. Each isolated dedicated ground circuit may have up to the maximum allowable outlets per the local electric code.
- E. The Agency must control or authorize issuance of access cards or fobs to any non-DFS employee. Admittance by non-Agency employees will not be permitted except with proper notification and accompaniment by a designated Agency employee.
- F. HVAC system and ducts to be professionally cleaned and chemically treated, pursuant to Lessee's approval, to kill all bacteria and mold if ducts are over 10 years old or when deemed necessary by Lessee inspection.
- G. Trash receptacles shall be continually stationed outside the building and serviced by the Lessor's janitorial staff.
- H. There shall be a designated smoking area outside of the building with cigarette urns provided for use, the exact location of which shall be determined by the Agency.
- I. ADA automatic door openers may be required at the employees' entrance. The Agency reserves the right to require the awarded Lessor to install and maintain ADA door openers, which will interface with the building's security system.
- J. Install and maintain automatic hand sanitizers at or near elevators or at locations approved by the Agency.

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## ATTACHMENT B CONSTRUCTION PROJECT SCHEDULE SAMPLE



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ATTACHMENT C  
LEASE AGREEMENT



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

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

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 9

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Lessee Initial: \_\_\_\_\_ Rev. Date 4/14

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

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

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

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

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

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

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

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

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

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

D. Rental Payments shall be paid to Lessor at:

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

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

**4. Rent**

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

**A. Base Term**

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

Start (MM/DD/YYYY)	TERM -	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
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	-			\$0.00	\$0.00

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**B. Option Term**

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

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00
-				\$0.00	\$0.00

**5. Utilities**

- A. The Lessor , Lessee , see Addendum \_\_\_\_\_  will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 5,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

**6. Facility Services**

- A. The Lessor  or Lessee  will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor  or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor  or Lessee  agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor  or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor  or Lessee  shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.
- E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

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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.

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

7. Accessibility and Alterations

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

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.

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**8. Applicable Laws**

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

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

**9. Heating and Air Conditioning**

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

**10. Compliance with Fire Safety Standards**

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

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**12. Expiration of Term**

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

**13. Right to Inspect**

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

**14. Taxes and Insurance**

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

**15. Subletting and Assignment**

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

**16. Wavier of Defaults**

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

**17. Rental Commencement**

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

**18. Availability of Funds**

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

**19. Breach of Covenant**

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

**20. Not Consent to Sue**

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

**21. Right to Terminate**

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

Lessor Initial: _____	Page	6 of 9
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**22. Public Entity Crime Statement**

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

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

**23. Discrimination**

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

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

**24. Use of Premises**

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

**25. Failure to Comply**

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

Lessor Initial: _____	Page	7 of 9
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**26. Definition of Terms**

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

**27. Additional Terms**

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Lessor Initial: _____	Page	8 of 9
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Lease Number: \_\_\_\_\_

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  
AIR QUALITY ADDENDUM**

**ADDENDUM \_\_\_\_\_**

**LEASE NUMBER: \_\_\_\_\_**

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

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

Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2002. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.

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

To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2006, Assessment, Cleaning and Restoration of HVAC Systems. . Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.

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

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

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

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation that is also a Florida Licensed Mold Assessor (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) . Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator. Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known

as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor

**5. Indoor Air Quality Test and Remediation Prior to Lease Commencement**

Lessor agrees to conduct an indoor environmental quality evaluation of the leased premises prior to the commencement of the lease. This test shall be performed by a licensed industrial hygienist. The Lessor agrees to provide the Lessee with a copy of the licensed industrial hygienist's final report. After assessment, if the test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation prior to the commencement of the lease.

**LESSEE:**

**LESSOR:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES**

**ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES**

**ADDENDUM NUMBER:** \_\_\_\_\_

**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 up to \$9,317.05 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the Lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the Lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

**Lessor:**

**Lessee:**

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

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



**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES**

**JANITORIAL & MAINTENANCE SERVICES ADDENDUM**

**ADDENDUM:** \_\_\_\_\_

**LEASE NUMBER:** \_\_\_\_\_

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:**

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

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

**MAINTENANCE SERVICES**

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

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

\_\_\_\_\_  
Date

(x) \_\_\_\_\_  
Lessor Signature

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

\_\_\_\_\_  
Date

**(SEAL)**





STATE OF FLORIDA  
**DEPARTMENT OF MANAGEMENT SERVICES**  
 Employment Eligibility Verification

**ADDENDUM** \_\_\_\_\_

**LEASE NUMBER:** \_\_\_\_\_

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

**ATTACHMENT D  
DISCLOSURE STATEMENT**



**STATE OF FLORIDA  
Disclosure Statement  
Department of Management Services 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)
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%

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

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

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

**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 633.218 and 69A-52, Florida Administrative Code.

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

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

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

**DESIGN CRITERIA:**

**The Life Safety portion of the plans shall be designed in accordance with the National Fire Protection Association (NFPA) 101, Life Safety Code; NFPA 1, Fire Prevention Code; and adopted NFPA Standards. See Florida Administrative Code 69A-3.012 for the adopted edition of NFPA 101 & 1 and a list of adopted NFPA Standards. (<http://fac.dos.state.fl.us/>)**

**PLANS REVIEW FEES:**

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

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

**METHOD OF PAYMENT:**

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

**WHAT TO SUBMIT:**

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

**If Sending By Regular Mail**

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

**If Sending By Overnight Service**

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

**COVER LETTER:**

Please include a cover letter with the following information:

1. Is this a state-owned or state-leased building? (see definition on page 1)

Please initial Proposer acknowledgement on all pages of this submittal form: \_\_\_\_\_

2. Project description and project number
3. Building name, address and county, and building number
4. Site name and address.
5. Project square footage.
6. Occupancy type, construction type, and building height (feet and stories).
7. Is this a change in occupancy?
8. Estimated construction cost of the building or renovation. This does not include the cost of land, site improvements, civil work or furniture and equipment.
9. Architect's name and address.
10. Who (name and address) is responsible for paying the fee?
11. Where (name and address) should the plans be sent after the review?
12. Agency name and state agency contact person (name and phone #) for this project.
13. Name and phone # of the local fire authority.
14. If this is state lease (either private sector lease or Department of Management Services facility), please provide the facility's name, lease number, state agency occupying the lease, and send copies of the cover letter to:  
 Department of Management Services  
 Real Estate Development & Management  
 4050 Esplanade Way, Suite 315  
 Building 4050, Suite 315  
 Tallahassee, Fl 32399-0950

**PLANS SUBMISSION:**

The Division of State Fire Marshal will require the submitter to furnish two sets of contract documents (signed and sealed) and one set of signed and sealed 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 signed and sealed set will be stamped "APPROVED" and returned to the submitter. The stamped set of plans must be kept on the job site for the fire safety inspector's use at the time of inspection. It shall be the responsibility of the submitter to see that the "approved" set of plans is on the construction site before work begins and remains there until final inspection and approval has been issued. Plan approval is good for one year from the date of issue. The construction contract must be let within this period or the approval will expire and the plans must be re-submitted with another review fee. The editions of the pertinent codes that will apply to your project will be those that are adopted at the date of your first submittal, regardless of phase, i.e. 50% or final, and will not change even if a newer edition is adopted during the review process.

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

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

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

## **PLAN INFORMATION:**

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

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
- **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
- **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
- **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.
- **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
- **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
- **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.
- **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
- **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.
- **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system and the appropriate N.F.P.A. standard that was used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.
- **Automatic Sprinkler System, Standpipes and Fire Pumps** - All existing or new systems shall be clearly identified on the plans. The type of system and appropriate N.F.P.A. standard, which was used for the design and installation, shall be indicated on the plans and signed and sealed by the Engineer of Record. Hydraulic calculations, also signed and sealed by the Engineer of Record, shall accompany the plans where applicable.
- **Correction Facilities** - The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.
- **Lease Spaces** - If the leased space is on a floor located above the level of exit discharge (LED) a plan of the LED is required to be submitted to ensure proper exiting from the building.
- The plan shall have the correct name of the facility: Building Number, Office/Complex Name, Street Address, and City, County, and Zip Code, and any assigned lease number noted on the document.
- Include site plan to scale showing project, distances to nearby buildings, fences, parking, and location of hazardous features such as fuel storage or incinerators, and fire lanes if required by NFPA 1.
- Include floor plan(s) drawn to scale showing walls and partitions, openings, door swings, built-in features, changes in elevation such as steps or ramps, dimensions, and notes to indicate what is shown and the use (room name) of each space.
- Schedules for doors, windows and hardware.
- Drawings of HVAC systems.
- Show the following on plans, if applicable: exit markings, emergency lighting (type and location), fire extinguisher(s) (type and location), nationally tested wall assembly details for rated walls, stair and handrail details, interior finishes and their flame spread ratings.
- Show any special fire extinguishing systems such as dry chemical hood systems.

**CONSTRUCTION INSPECTIONS:**

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

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

**HOW TO REQUEST AN INSPECTION:**

The following inspections must be considered:

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

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

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

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

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

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

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

### **FIRE ALARM CHECKLIST:**

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

### **SPRINKLER SYSTEM CHECKLIST:**

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



14. Underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, valve pits, backflow preventers, etc.)
15. All hydraulic name plate information.
16. Setting for pressure reducing valve denoted.

**HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS:**

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

**MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS:**

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



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

**APPLICATION FOR PLAN REVIEW**

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

DFS-K3-1973



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

**APPLICATION FOR PLAN REVIEW**

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



**DEPARTMENT OF FINANCIAL SERVICES**

*Division of State Fire Marshal – Bureau of Fire Prevention*

**REQUEST FOR BUILDING SITE INSPECTION**

**GENERAL INFORMATION**

REQUESTOR'S NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

STATE AGENCY: Florida Department of Legal Affairs

**TYPE OF INSPECTION (CIRCLE APPROPRIATE ONE)**

- FINAL
- INTERMEDIATE
- FIRE ALARM SYSTEM
- HOOD SYSTEM
- SPRINKLER SYSTEM (ABOVE or BELOW GROUND)
- LEASE, PRE-OCCUPANCY
- LEASE, RENEWAL
- OTHER (SPECIFY): \_\_\_\_\_

**NAME, STREET ADDRESS OR EXACT LOCATION OF FACILITY:**

\_\_\_\_\_  
\_\_\_\_\_

**INSPECTION DATE:** \_\_\_\_\_

(Provide this office with a **MINIMUM** of five (5) working days notice prior to requested date of inspection. The SFM inspector for this facility will contact you for final scheduling)

**STATE FIRE MARSHAL'S FILE #:** \_\_\_\_\_

(Without this file #, your request will **not** be granted. Contact this office should you need assistance)

**OCCUPANCY CLASSIFICATION:** \_\_\_\_\_  
**(BUSINESS, ASSEMBLY, ETC.)**

**SQUARE FOOTAGE & HEIGHT OF BUILDING:** \_\_\_\_\_

LIST THE FACILITY'S LIFE SAFETY FEATURES: \_\_\_\_\_

(Sprinkler, Standpipe, Fire Alarm, Smoke Control, other)

**TYPE OF BLDG. CONSTRUCTION:** \_\_\_\_\_

-MAIL ALL REQUESTS TO: fire prevention@fldfs.com  
**[or]**  
 MAIL: Bureau of Fire Prevention - Plans Review Section  
 200 East Gaines Street  
 Tallahassee, Florida 32399-0342  
 COURIER: 325 John Knox Road, Atrium Bldg 3rd Floor  
 Tallahassee, Florida  
 PHONE: (850) 413-3171 FAX: (850) 922-2553



## 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:

- An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:
  - the Energy Star Portfolio Manager software, which is available at:  
[http://www.energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfoliomanager](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)
  - the Energy Star Target Finder software, which is available at:  
[http://www.energystar.gov/index.cfm?c=new\\_bldg\\_design.bus\\_target\\_finder](http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder)
- The minimum acceptable Energy Star rating is 50.
- 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:
  - 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



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

## 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:

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

Warehouse/Storage/Hangar:

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

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

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

FM 4097 (R04/14)

Page 1 of 2

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



**COMMISSION AGREEMENT**

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

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

8. **NOTICES:**

To Tenant Broker: \_\_\_\_\_  
 .....  
 .....  
 To Owner: \_\_\_\_\_  
 .....  
 .....  
 To Tenant: \_\_\_\_\_  
 .....  
 .....  
 .....

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

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

<p><b>TENANT:</b></p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p><b>OWNER:</b></p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p><b>TENANT BROKER:</b></p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>
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**ATTACHMENT H  
SPECIAL POWER OF ATTORNEY**

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

\_\_\_\_\_, \_\_\_\_\_, appoint \_\_\_\_\_  
City, State Zip Code Name

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address City, State Zip Code

as my attorney in fact to act in my capacity to do any and all of the following:  
Any acts necessary regarding the entering of a bid for Lease Agreement No. 430:0188

with the State of Florida, Department of Financial Services,

for the Building at \_\_\_\_\_, \_\_\_\_\_, FL  
Street Address City

\_\_\_\_\_, title to said property being held by \_\_\_\_\_.  
Zip Code Name

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. \_\_\_\_\_  
Signature

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
Name

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

space provided above this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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