



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Invitation to Negotiate (“ITN”) for Leased Space

Florida Division of Administrative Hearings
Lease Number: 720:0175 – Orange/Seminole County

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I. INTRODUCTION AND OVERVIEW

The State of Florida Division of Administrative Hearings, (hereinafter referred to as the "Agency") requests your participation in a space search in **Orange/Seminole County**, Florida [see detailed boundaries listed in Article IV., Lease Terms and Conditions, Subsection A]. The Agency is seeking detailed and competitive replies to provide built-out office facilities and related infrastructure for occupancy by the Agency. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate, see Attachment "A" which includes the Agency Specifications detailing the build-out requirements. The Agency has authorized **Savills Studley Occupier Services, Inc.** to be its exclusive representative during this solicitation for space.

The "Proposer" shall mean the individual submitting a Reply to this Invitation to Negotiate ("ITN"), such person being the owner of the proposed facility or an individual duly authorized to bind the owner of the facility. The term "Reply" or "Replies" shall be the Proposer's response to the Invitation to Negotiate. The term "State" shall mean the State of Florida and its Agencies. The term "Lessor" shall mean the successful Proposer.

This is an Invitation to Negotiate. 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. The Agency has the right, at any time during the process, to reject any and all Replies that are not, in the Agency's sole discretion, in the best interests of the State.

II. INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES

Complete written Replies are **due on the date specified in Article II, Section C, Key ITN Dates**. 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 720:0175"** clearly marked on the outside sealed envelope. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**State of Florida
Division of Administrative Hearings
ATTN: Lisa Mustain, Administrative Services Director
1230 Apalachhee Parkway
Tallahassee, Florida 32399-3060**

Replies which are late, unsealed, missing, emailed or faxed and Replies which are deemed by the Agency (in the Agency's sole discretion), to be incomplete, inaccurate, vague, or illegible are not the responsibility of the State and will be deemed non-responsive and will not be considered. Once received, all Replies and attachments shall become the property of the State of Florida exclusively and will not be returned. The Agency reserves the exclusive right to make determinations of what constitutes a minor irregularity in a Reply and whether to waive a minor irregularity.

B. QUESTIONS REGARDING THE 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 Key ITN Dates for deadline to submit questions or requests for clarification. Answers to the questions will be posted 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 VBS Website: http://vbs.dms.state.fl.us/vbs/vbs_main_menu. Each Proposer is responsible for monitoring the website 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>January 17, 2017 – March 7, 2017</u>	Dates ITN advertised in Vendor Bid System http://vbs.dms.state.fl.us/vbs/vbs_main_menu
<u>February 2, 2017 @ 9:00 AM EST</u>	Date, Time and Location of the Pre-Proposal Conference: OFFICE OF THE JUDGES OF COMPENSATION CLAIMS 400 W. Robinson St., Suite 608-North Orlando, Florida 32801
<u>February 10, 2017 @ 5:00 PM EST</u>	Deadline for submitting questions related to this ITN.
<u>February 23, 2017 by 5:00 PM EST</u>	Date answers to questions will be posted.
<u>March 7, 2017 by 5:00 PM EST</u>	Deadline for Receipt of ITN Replies.
<u>March 8, 2017 @ 2:00 PM EST</u>	Date and Time ITN Replies will be opened Location of ITN Opening: DIVISION OF ADMINISTRATIVE HEARINGS 1230 APALACHEE PARKWAY TALLAHASSEE, FLORIDA 32301 HEARING ROOM # TBA
<u>March 9, 2017 – March 24, 2017</u>	Time period for evaluation of replies and Agency Site Visits
<u>March 27, 2017 – April 17, 2017</u>	Time Period for Negotiation with Preferred Candidates.
<u>April 28, 2017</u>	Estimated date of Notice of Intent to Award.
<u>January 15, 2018</u>	Estimated date of Lease Commencement.

NOTE: All dates are subject to change in the sole and absolute discretion of the Agency. **Each Proposer is responsible for monitoring the website for new or changing information:**
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

Agency: Savills Studley Occupier Services, Inc.

Address: 3000 Bayport Drive, Suite 150

City/State/Zip: Tampa, Florida 33607

E-mail: mgriffin@savills-studley.com

This person is the only individual authorized to respond to ITN comments & questions on behalf of the Agency.

III. REPLY 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 responses on this form. In the event that additional space is required to fully respond to this ITN, please attach the additional response to the Reply and clearly indicate the Section to which the response relates. All instructions, procedures and requirements included in this ITN must be followed.

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

1. Replies must completely and accurately respond to all requested information, including the following:
 - a. **Control of Property** – For a Reply to be responsive, it must be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such status. This requirement applies to the building/structure, the proposed parking areas, and areas of ingress and egress.
 - **The owner of record of the facility and parking area** – Submit a copy of the deed(s), and title insurance or opinion evidencing clear title to the property proposed. In lieu of such documents, the owner of the facility and parking area may execute an affidavit attesting to ownership and control of the property.
 - **The Lessee of space being proposed** – Submit a copy of the current lease agreement with supporting documentation and 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 or corporate documents establishing the authority of the agent, broker or legal representative to act on behalf of the property owner(s).
 - **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 resulting from the ITN as required by the State. A copy of the lease agreement between the owner and the Lessee must be provided to the Agency at the time of submitting the Reply.
2. Each Reply must include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements.
3. Prior to final negotiation and selection of a Reply or Replies, a "test fit" of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Proposer.
4. All Proposers must initial at the bottom of each page of this ITN.
5. All pages of this ITN document must be returned as part of the Reply.

Failure to complete or provide complete information at date and time Replies to the ITN are due may result in a Non Responsive Reply. The Agency clocks will provide official times for this ITN.

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

The Department of Management Services, any entity of the State, Division of Administrative Hearings, or the Tenant Broker will NOT be liable for any of the costs incurred by a Proposer in preparing and submitting a Reply.

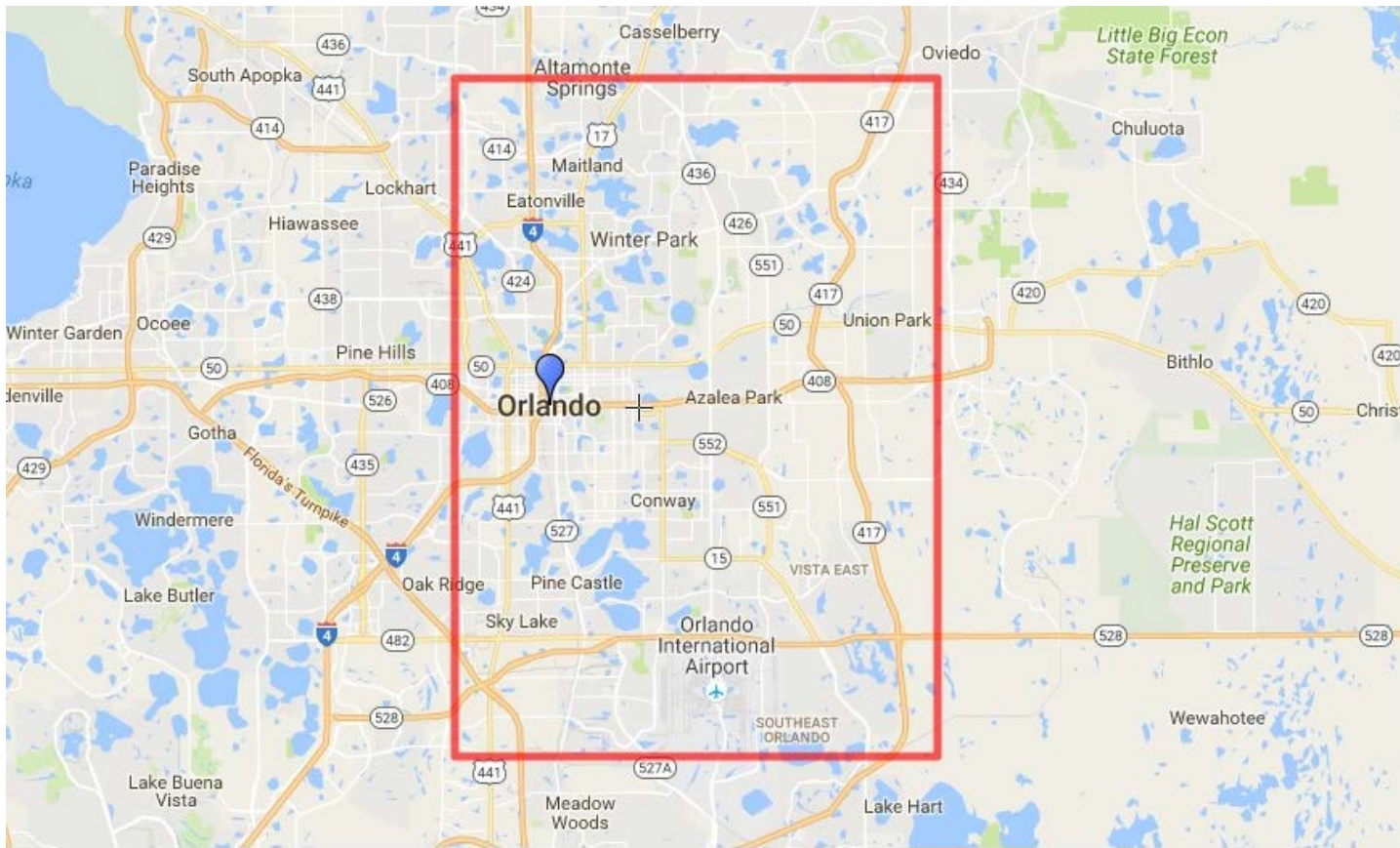
IV. LEASE TERMS AND CONDITIONS

Responses to all of the “Terms and Conditions” 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 should specify the location of the space in the building (the “Proposed Space”), amount of space available and the complete address of the space.

The Agency is seeking **8,178 (+/- 5.0%) square feet** of usable contiguous space (in one building).



The type of space required is **quasi-judicial administrative space** and will be used for conducting workers compensation trials.

Space must be renovated, prior to Lessee’s occupancy, to conform with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act Section 553.501-553.513, Florida Statutes, the current Florida Disability Code for Building Construction, Public Law 101-336, Section 28 CFR Part 35 and Section 36 CFR Part 1191 (ADA Act of 1990).

Proposer must provide the location of the space in the building(s) (the “Proposed Space”) and the amount of space available. Any and all references to square feet of the Proposed Space contained in a Reply must be “usable square feet” in accordance with the Department of Management Services Standard Method for Measuring Floor Area in Office Buildings, The Agency and Department of Management Services reserve the right to independently verify the space measurement.

The Lessor will be responsible for build-out and clean up. Lessor 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: _____

Complete address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES

The Proposed Space is to be made available for occupancy on **January 15th, 2018**, with access to the space ten (10) business days prior to occupancy date for set up. Should the Lessor fail to make the space available by the date specified in the Reply, the Lessor shall be liable to the Agency for liquidated damages in the amount of \$1,000.00 for each additional day until the Proposed Space is made available.

Space is considered available for occupancy when the Department of Management Services and the Agency ("Departments") are 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 Lessor. Written approval of acceptance will occur as a result of a walk through inspection with the Agency's Program Office Contact, Lessor, Contractor and Tenant Broker contact person.

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, in addition to the liquidated damages specified above. The Agency must be notified immediately of any delays in writing by the Lessor. The Agency will acknowledge the Lessor's request for approved delay in writing.

To measure adequate progress and in an attempt to prevent an untimely occupancy date, the following items must be provided by the Lessor to the Tenant Broker contact person:

- Sample Construction Project Schedule – see Attachment B. Schedule will include projected dates. Lessor is responsible for working with its 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, as necessary.
- Inspections – copies to be provided within 5 business days upon inspection request and upon approval.
- Delays – Proposer/Lessor to inform as to expected delays, within 2 business days, if delays occur due to late performance.
- Construction Meetings – shall occur weekly on site and initiated by the Proposer/Lessor. The construction manager or representative with knowledge of the current project status must be present at the meetings.
- Floor plans – will be a joint effort of Agency staff and successful Lessor. The Lessor will provide architectural services for preparation of the floor plans and renovations. Final floor plan is subject to the Agency's approval, the State Fire Marshal review and approval and the local building authority.
 - Changes to approved floor plans must be submitted in writing by the Lessor to the Agency's Leasing Administrator. The Leasing Administrator will determine whether the change may be approved and notify the Lessor in writing prior to the contractor proceeding with changes.
 - Final floor plans – The Proposer/Lessor shall provide two originals and one copy of the signed, certified and sealed sets. For revised floor plans, two originals and one copy must be provided.

Proposer agrees to make the proposed space available in accordance with the commencement date and specifics stated in Article B failing which the liquidated damages stated above shall apply:

YES ____ or NO ____

C. TERM AND RENEWAL OPTIONS

Replies must offer an 8-year initial term. The initial term of the lease for this proposed space will be the Reply that provides the best value for the state. The state requires a minimum of 2 renewal options for 5 years each. Replies with options other than those listed above will not be considered.

Proposer agrees that the proposed space will be available to the Agency throughout the selected initial term and the optional renewal term 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 full service rates for the initial terms and renewal periods will result in rejection of the Reply as non-responsive. **The full service rates for the initial term and each renewal term are required.** Provide the rate per square foot, as indicated on the following page:

This space left intentionally blank

Provide the proposed full service rent for each year of the initial and renewal terms (as provided in Section C):

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			

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			

This space left intentionally blank

E. PERMITTED USE BY THE STATE

The State's permitted use for the location will include quasi-judicial administrative space.

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?

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 Landlord. Therefore, Proposer shall assume all cost risks associated with delivery in accordance with the required space program specifications detailed in **Attachment A**.

Proposer agrees to provide a "turn key" build-out in accordance with the space program 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 of Florida. This form is required. No other form will be accepted. Other terms and conditions may be required by the State in order to consummate a transaction. Each Proposer should review this form in its entirety.

Proposer acknowledges review of 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. ANTENNA ROOF RIGHTS

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

Proposer agrees to the term in this section:

YES ____ or NO ____

J. AGENCY DISCLOSURE AND COMMISSIONS AGREEMENT

Attachment "G" contains an Agency Disclosure and Commissions Agreement form. The Proposer should review both the Agency Disclosure and the Commissions Agreement. Each Reply must be returned with an executed copy of the Commissions Agreement.

Proposer acknowledges review of the Agency Disclosure and Commissions Agreement (Attachment G). Proposer agrees to execute and be bound by the 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. A sample of each Attachment and Addenda is included in this ITN. You must initial at the bottom of each page acknowledging the forms:

Attachment A - Agency Specifications - provides specific detail as to Agency requirements.

Attachment B - Sample 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 are included in the original lease agreement upon execution:

- Liquidated Damages
- Janitorial Services/Maintenances Services
- Energy Data Form, if applicable
- Employment Eligibility Verification (eVerify)

Attachment D - Disclosure of Ownership – required from the building owner or authorized person. 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 the 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 selected Lessor and is not required to be completed as a part of the Reply.

Attachment G - Agency Disclosure and Commissions 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.

Proposer should 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/or shall be required to complete/provide the information required in any such Attachment.

Proposer acknowledges that he/she has reviewed and understands each of the Attachments and directives contained in this section: YES ____ or NO ____

L. PARKING

Adequate parking for state employees and visitors is required. At the minimum, respondent must make available 35 parking spaces that are exclusive use to the Agency at no cost. ADA parking is to be provided in accordance with law.

Proposer acknowledges the above and affirms that the Proposed Space meets the parking requirements set forth in this section: YES ____ or NO ____

M. DISCLAIMER

This ITN is an invitation to negotiate and it is neither an offer, contract nor agreement of any kind. Neither the Agency nor the Lessor shall have any legal rights or obligations whatsoever between them and neither shall take any action or fail to take any action in reliance upon any part of these discussions until the proposed transaction and a definitive written lease agreement is approved in writing by the Agency.

This ITN shall not be considered an offer to lease. The terms of any transaction, if consummated, shall not be final nor binding on either party until a Lease Agreement is executed by all parties. This ITN may be modified or withdrawn by the Agency at any time.

Proposer understands and agrees with the Disclaimer set forth in this section:

YES ____ or NO ____

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V. REPLY EVALUATION & NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

- A. Reply Evaluation and Negotiation Process: Using the evaluation criteria specified below, the Agency shall evaluate and rank Replies and, at the Agency's sole discretion, proceed to negotiate with Proposers as follows:
- The highest ranked Proposer(s) will be invited to negotiate a lease. If necessary, the Agency/Tenant Broker shall request revisions to the Reply submitted by the top-rated Proposer(s) until it is satisfied that the lease will serve the State's needs. The process will continue until a lease is negotiated and executed.
 - The 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 retain the discretion to negotiate with other qualified Proposers as deemed appropriate.
 - Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Proposers may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Agency reserves the right to require attendance by particular representatives of the 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 the Proposer's Reply. Failure to provide requested information may result in rejection of the Reply.
 - The focus of the negotiations will be on achieving the solution that provides the best fit and the best value to the State.
 - In submitting a Reply, a Proposer agrees to be bound to the terms contained in that Reply for a minimum of 60 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 the Agency determines that it is in the State's best interest to do so.
 - The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency reserves the right to waive minor irregularities in Replies.

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of 2.15%.

Maximum points: 20

Rental rates for renewal terms of lease. Rates proposed are within projected budgetary restraint of the department.

Maximum points: 3

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 department operations planned for the requested space.

Maximum points: 10

Frequency and availability of public transportation within one-half mile of the offered space.

Maximum points: 10

Present condition of physical property the building sits on, adjacent structures and surrounding neighborhood.

Maximum points: 15

Security issues posed by building, by associated parking and by surrounding neighborhood, crime rate, quality of exterior lighting and obstructed entrances/exits.

Maximum points: 20

Location of the building relative to any known flooding or other water control related issues that could impact the Agency's operations.

Maximum points: 10

C. Property:

The extent to which the offered space is designed to efficient layout and good utilization of space and energy; for example, (house service units in proximity to interdependent units, Sustainable Building Rating or E. A. Energy Rating). Also, the overall contiguous nature of the Proposed Space.

Maximum points: 10

The extent to which the building, parking area and property as a whole is conducive to future expansions.

Maximum points: 2

VI. PROTEST PROCEDURES

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes and Florida Administrative Code Chapter 28-110. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and 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. Protests must be timely filed with the Department of Health's Agency Clerk. See Agency's website at www.flhealth.gov, Administrative Functions.

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, other than an individual owner, must include written evidence of authority to execute the Reply.

All corporations, limited liability companies, corporations not for profit and partnerships seeking to do business with the State of Florida shall, at the time of submitting a reply hereto, be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively. A copy of the registration or application shall be furnished when submitting the proposal. 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**

SPACE REQUIREMENTS

Office and Room Sizes

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

Approximate Number		Square Footage	Total Square Footage
3	Offices not to exceed 225	225	675
3	Offices not to exceed 200	150	450
3	Offices not to exceed 100	100	300
3	Offices not to exceed 80	80	240
3	Clerical Areas	60	120
1	Copy Room	200	200
1	Employee Lounge	100	100
3	Hearing Rooms	350	1050
1	IT Storage/Workroom	100	100
1	Mail Room	100	100
6	Mediation Rooms	100	600
12	Open Files	11	132
1	Reception	280	280
1	Records Storage	150	150
2	Staff Restrooms	80	160
1	Supply/Storage Room	200	200
1	Telephone/LAN Room	150	150
2	Video Teleconferencing Room	216	432
1	Law Library	300	300
	Internal Circulation	1954	1954

SPACE REQUIREMENTS - Continued

Restrooms

In conformity with code requirements, lessor is required to provide a minimum of four (4) restrooms for public use: two (2) men's, two (2) women's, and up to two (2) restrooms for staff use, to be negotiated following award.

All sinks shall be supplied with hot and cold water.

Note: Must meet requirements of DCA/ADA Accessibility Requirements Manual.

Floor Plans

Final floor plans will be a joint effort of division 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 division's approval and State Fire Marshal review and approval.

- A. Interior Walls** shall be extended from floor to a minimum of **six (6)** inches above ceiling so that ceiling abuts to the wall. Acoustical insulation shall be placed between walls in hearing rooms, waiting rooms, computer server room and restrooms. The total enclosure shall meet sound transmission class (**STC**) of **52**. Acoustical insulation shall be placed between office walls and in ceiling for **two (2)** feet minimum, each side of adjoining walls. Total enclosure is to meet the sound transmission class of (**STC**) of **45**.
- B. Ceiling Height** is to be nine (9) feet minimum. Ceilings may exceed that height if energy efficiency is not adversely affected. Deviation shall be subject to the division's approval.
- C. Interior Hall** width shall be a minimum of five (5) feet.
- D. Design** shall maximize the number of exterior window offices and provide natural lighting where possible.
- E. Doors** in all hearing rooms shall be acoustical doors to meet sound transmission class (STC) of 52.
- F.** The waiting rooms and hearing rooms must have an insulated acoustical barrier such that voices coming from either room cannot be heard in the other room.

Monthly Construction Meetings

During the course of construction, mandatory monthly progress meetings will be held at the construction site. The Administrative Services Director will coordinate and chair this meeting. The lessor and contractors shall present:

- A.** Updated progress schedule to achieve the desired completion date;
- B.** Special problems, remedial actions;
- C.** Status of fees, permits, building inspection, violations.

Occupancy

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

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

Fire Prevention

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

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. (split HVAC in LAN room) Unit(s) shall be equipped with automatic thermostat(s) fitted with tamper proof covers. Temperatures will be maintained to achieve an average zone temperature of 75 degrees Fahrenheit. Control thermostats will be located in areas to achieve proper zone temperature.

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 (Not closed off). Carbon dioxide monitors (if applicable) shall be calibrated every 3 years at a minimum.

Buildings or spaces older than 20 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, shall be 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, and every 5 years thereafter. The scope of work shall include all the items listed above, and include operating controls, sensors and controls that must be calibrated, inspection of air handlers, pumps, valves, condensate drain lines, condensate 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), condensate drain pans, condensate 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. 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 shall be inspected for any microbial growth, buildup of dirt and thoroughly cleaned, if necessary. Filters (if applicable) on fresh air intake vents shall be cleaned or replaced bi-monthly. A monthly service record shall be maintained by the lessor.

Indoor Air Quality Testing

Lessor shall provide fresh air intake of 20 or more cubic feet per minute per person, as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers). Incoming fresh air to be pre-conditioned (filtered, moisture removed, heated or cooled). Interior humidity's shall not exceed 60% relative humidity. The building envelope shall be maintained to a positive pressure to prevent moisture intrusion that may result in micro biological and fungal growth on surfaces, furnishings or interstitial spaces.

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 CIAQP (Certified Indoor Air Quality Professional); CIEC (Certified Indoor Environmental Consultant); CIH (Certified Industrial Hygienist); or P. E. (Professional Engineer), whose primary business and focus is indoor air quality/environment to determine the cause 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 agency for the costs of conducting such test(s).

Painting and construction shall be conducted under ventilating and occupancy conditions that will not result in indoor air quality complaints.

Security Requirements

- A.** All outside doors shall be equipped with dead-bolt or dead-latch locks and panic hardware.
- B.** Lessor will provide low voltage wiring and door keypads for up to 15 interior doors (except restrooms) which shall have push button keypads such as Door Gard or equivalent; s self-contained access with and electric strikes to prevent access into the private, secured area of the space. Remaining doors shave have key lockable locksets, turn-latch of push button on backside, master keyed.
- C.** All opening outside windows shall have interior locks.
- D.** Night illumination is required at all outside doors and all parking areas.
- E.** Provide keys to all locksets in accordance with a master keying system acceptable to the division. Provide 20 entrance keys.
- F.** Provide a security alarm system. All perimeter windows and doors shall be connected to a 24-hour central station, police response monitoring system with two (2) programmable keyed terminals, locations to be determined by the division. Permit fee and alarm monitoring to be paid by lessor.
- G.** Loss of power shall not cause loss of access.

Signs

A. Interior identification:

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

B. Exterior identification:

- 1) For buildings where division occupies 50% or more of the gross lease space, the division shall have the option to require division 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) Lessor is to provide vinyl lettering on all entrance doors to designate program(s).

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

Refrigerated Drinking Fountains

- A.** Provide a minimum of 2 per floor immediately adjacent to restrooms or lobby areas.

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.)

- B. Lead and copper in drinking water:** Prior to occupancy, the lessor shall provide results of tests by an HRS certified laboratory (see "Laboratories—Testing" in the yellow pages, and verify certification) of water from every drinking fountain and at least two (2) sinks per floor. The water shall be first draw, preferably the first thing in the morning, but after at least six (6) hours of settling without use.

If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, the division may require the plumbing and/or cooler to be repaired or replaced immediately at Lessor's expense. These limits are specified in Chapter 17-550 of the Florida Administrative Code and are subject to revision.

Floor and Wall Coverings

New carpeting will be installed prior to acceptance of the building. All individual office spaces and conference rooms shall have at least 30 oz. weight, 20-26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. Lounge areas, reception areas and restrooms will be ceramic tiled. Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All vinyl

and carpeting shall be a color and by a manufacturer selected by the division from samples provided by the Lessor. Carpeting shall be treated to reduce staining.

Wall coverings of top grade to be installed in the restrooms, waiting rooms, public access hallways and staff lounge. All wall coverings shall be acquired by a manufacturer selected by the division. The division will choose from an assortment of samples either provided by the lessor or obtained by the division.

Windows

The division prefers abundant windows that open for improved ventilation.

Window Covering

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

Ceiling Fans

Fans shall be suspended a minimum of eight (8) feet above the finished floor level, where ceiling height permits, in those areas noted.

Lighting

A. All leased space to be provided with fluorescent lights to provide a minimum lighting level of:

- 10 foot-candles - halls and corridors, etc.
- 30 foot-candles - other public areas
- 50 foot-candles - offices, classrooms, conference rooms, etc.
- 50 foot-candles - computer rooms

(Measured with a General Electric type 214 Light Meter)

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

Electrical Requirements

Lessor shall provide:

- A.** Two (2) duplex receptacles per office, maximum three (3) offices per circuit;
- B.** Three (3) dedicated circuits for each break room;
- C.** Class "B" surge protection on all 120/208 circuit break panels;
- D.** Dedicated circuits as required for printers, copiers, etc.
- E.** Ground resistance test to assure less than 5 ohm better;
- F.** Housekeeping circuits separate from office circuitry;
- G.** Building must comply with National Electric Code latest edition at the time of occupancy.

H. All switches, thermostats, outlets and covers to be ivory.

I. Low voltage wiring for all microphones and security keypads.

Telephone and Computer Requirements

For detailed specifications, please refer to Attachment J.

Janitorial Services

The successful proposer agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, liquid soap and doormats at entrances. All supplies are to be of good quality suitable for lessee's needs. See Attachment C for complete scope of work to be performed by janitorial service.

Maintenance and Repair

On or about every annual anniversary of the date of occupancy, a maintenance inspection will be conducted by the facilities services manager and the lessor or his representative to review the condition of the building interior, exterior and site. Any discrepancies will be noted and a date of correction completion established. During the term of the lease, if maintenance and repair items appear that are emergencies or recurring problems that have not received attention within three working days, the lessee will have the right to complete the work, by a contractor of Lessor's choice, and send the invoice to the lessor for payment. Non-responsiveness shall be deemed a breach of this lease. Failure by the lessor to correct or repair documented interior problems within 60 days after written notification by the lessee shall result in further legal action to obtain compliance. If the lessee is successful in court, the lessor agrees to pay any and all attorney's fees of the lessee, as well as impact costs due to decreased productivity.

Emergency Repairs

Upon occupancy, the lessor will furnish the names of the contractors who will be available 24 hours daily to service or repair glass, plumbing, HVAC, roofing, hardware (locks), electric, etc.

Interior Painting

All painted surfaces shall be freshly painted before occupancy at the commencement of this lease, and at least once every three years thereafter during the lease term and any renewals thereof. Touch-up painting to be done as needed. The division will be provided samples from which to choose colors and finishes (flat or semi-gloss). High traffic areas shall be repainted annually when requested by the division.

Florida Products and Labor

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

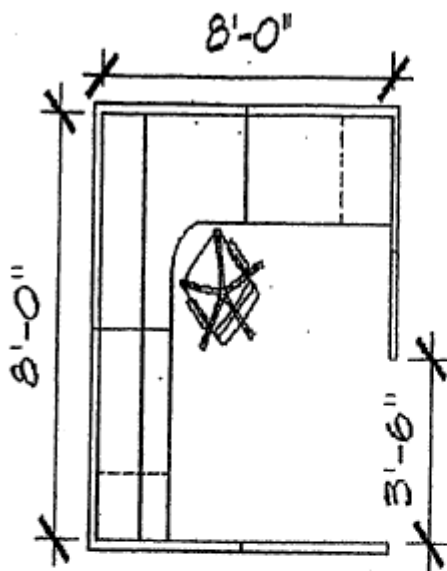
Sales Taxes

The proposer will not be exempted from the state sales tax on materials to be used in the construction.

Miscellaneous Requirements

- 1) Provide the necessary electrical wiring and/or plumbing to facilitate a refrigerator, microwave and ice machines located in staff lounge.
- 2) Reception Area and Lobby shall be tiled with ceramic tile. Tile color/style/manufacture to be selected by "DIVISION" and forward to lessor for acquisition and installation.
- 3) Sample Office Floor Plan: The Division has designed a sample office floor plan. The concept behind the designated layout is to provide security for our employees by limiting public access to employees work areas. To accomplish this, it is required that all "public" space such as the reception area, reception counter, hearing rooms, mediation rooms be located in a central area near the main entrance and access to the employees work areas be provided only through secured, key code access doors.
- 4) The acoustics of the hearing rooms and mediation rooms shall be sufficient to maintain confidentiality. Proper office design will factor in the sound transmission class rating of 52 so that voices cannot be heard from one hearing/mediation room to the next.
- 5) In the lobby/reception area, the reception desk and counter millwork should be designed to the Lessee's specification and shall be subject to approval of "DIVISION". Millwork will need to be solid wood construction.
- 6) Break room built out to include 30" formica counter top and large stainless steel sink with hot/cold water (water heater to be provided by the Lessor). Cabinets overhead and below with adjustable shelving and with drawer in bottom cabinets, at least 9 linear feet each. Allow cut out for a refrigerator (to be provided by the Lessor) and allow space to house microwave (provided by Lessee). Water lines to the refrigerator. A minimum of four duplex outlets shall be installed over the counter for the microwave oven and coffee makers. Three additional outlets are also needed for soda/vending machines. A paper towel and soap dispenser is also required.
- 7) HVAC system and ducts to be professionally cleaned and chemically treated to kill all bacteria and mold if ducts are over 10 year old prior to date of occupancy.
- 8) Lessor will provide contiguous parking spaces.
- 9) With regard to moving furniture and equipment, the Lessor agrees to allow DOAH access to the space between 7:00 a.m. and 8:00 p.m. weekdays, Monday through Friday, and weekends, if needed, to initially move into leased space. Lessor also agrees to allow DOAH to utilize the Department of Corrections inmate labor program for moving services during the above prescribed hours, with no penalties or restrictions. If hindered in any way, the Lessor will provide additional provisions such as moving company at Lessor's expense.
- 10) A total of nine cubicles such as Teknion or equivalent shall be provided for Judges' staff. (9 employees) The Division must approve cubicle specifications. Cubicles shall include underneath lighting, a pullout drawer and 2 lateral shelves. Please see sample drawing in Exhibit A.

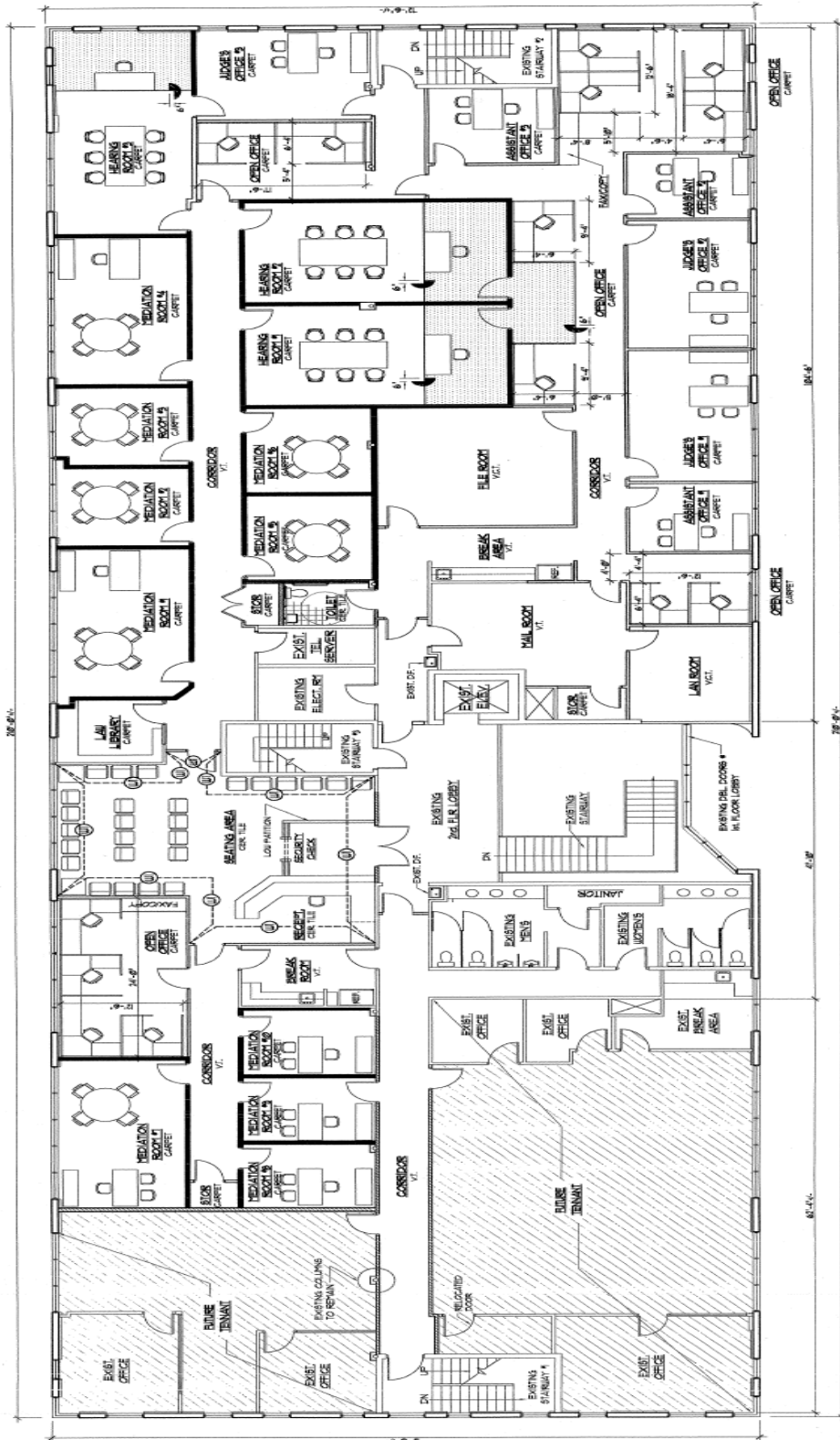
Exhibit "A"



Each station to include:

- Curved Corner worksurface
- Articulating keyboard Tray with Radiused Platform
- 48" Metal overheads, locking
- LED Task Lights under overheads
- File/File Pedestal, Locking, Metal
- Box/Box/File Pedestal, Locking, Metal
- Task Chair with pneumatic height adjustment, height/width/depth adjustable arms, synchro tilt
- Storage shall be keyed alike in each station
- Partitions shall be wired for computers and telephone service, including 4 electrical outlets

SAMPLE LAYOUT



SCALE: 1/8" = 1'-0"

SECOND FLOOR FURNITURE PLAN

OJCC Office Network Installation Project Table of Contents

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1. GENERAL INFORMATION

PURPOSE

The intent of this document is to provide a standard specification that will be used for the Division of Administrative Hearings (DOAH) OJCC facilities in Orlando, FL requiring telephone and data cable installation of a newly constructed office. This document provides the minimum performance criteria for the components and sub-systems comprising of a complete cabling system that shall accommodate our requirements.

Product specifications, general design considerations, and installation guidelines are provided in this written document. Quantities of telecommunications outlets, typical installation details, cable routing and outlet types for our office are estimated. The successful contractor (CONTRACTOR) shall meet or exceed all requirements for the cabling system and hardware described in this document.

This specification is intended to provide general design guidelines for new construction and performance criteria for additions/renovations to existing facilities.

2. DESIGN REQUIREMENTS

Contractor shall furnish all material and labor. Equipment and material shall be Underwriter's Laboratories listed and labeled. Subsequent design requirements or procurement should be directed to the Administrative Services Director Lisa Mustain for further review options and/or approval or declination.

DATA TERMINAL ROOM

The Contractor shall provide in the server (LAN/TEL) room, one standard 4 post server rack that will be bolted securely to the floor. This rack shall be used with a ladder rack attached securely as outlined herein. The rack will be positioned accordingly to the MIS personnel onsite as well as consideration to the rules of accessibility that are governed by law. The server rack will be positioned on top of the tile flooring with a copper grounding strap beneath the substrate tile. The opposite end of the copper grounding strap will be terminated at the nearest electrical outlet according to building codes and regulations.

A server rack must be provided have a minimum of 36" of clearance on all sides or greater if required by local building codes.

All RJ45 JACKS SHALL BE TERMINATED USING THE EIA/TIA 568B CONFIGURATION METHOD.

Station jacks shall be terminated with a minimum of 9" of slack in the outlet box. All pairs of the station cable shall be terminated at the patch panel with no splices and must be considered "Home Runs". The discovery of any splices and not adhering to the DOAH "Home Run" policy may result in performing a total inspection of the network wiring at the contractor's expense. At that point, Lisa Mustain will determine the appropriate action(s) to take to ensure that the network wiring specifications have been followed according to Division policy and standards that have been previously set within this document.

All work and equipment shall conform to the appropriate portions of the ANSI/TIA/EIA Standards codes and regulations:

- ANSI/TIA/EIA- 568-B.1- Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements
- ANSI/TIA/EIA -568-B.2 - Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling components
- ANSI/TIA/EIA - 569A- Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA/EIA – 606 (A) - The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/TIA/EIA - 607 (A) - Commercial Building Grounding and Bonding Requirements for Telecommunications
- National Electric Safety Code (NESC)
- National Fire Protection Agency (NFPA)
- National Electrical Code (NEC)

The Contractor shall maintain recommended Category 5E bending radius, pulling tension, and cable support requirements. All cables, wires, and equipment shall be provided by successful bidder and installed in a secure and neat fashion. Inside routing shall be installed parallel and perpendicular to existing structural lines and members.

Note: All horizontal distribution runs shall work together to produce optimum efficiency and throughput. It is the responsibility of the contractor to ensure that both jack and wire are of the same "category" rating.

Applicable State and Local Codes

If conflict exists between applicable documents, then the more stringent requirement shall apply.

All conflict resolution must be approved by Division of Administrative Hearings (DOAH) prior to installation. Questions concerning specifics about this document should be directed by email to Lisa Mustain, Director of Administrative Services, Lisa.Mustain@doah.state.fl.us

Documentation (Data/Voice Cable Labeling)

The Contractor shall provide DOAH with a schematic plan (floor plan) of all locations of data/voice labels as well as a printed copy in the form of a Microsoft Excel spreadsheet, which documents the installation of data/voice cable labels. The spreadsheet shall contain, at a minimum, information on the labeling on each end of every data/voice/XLR cable termination installed in every room.

Spreadsheet documentation provided shall include the following:

- 1 Unique wire number.
- 2 Sub-Terminal room number (switches and/or patch panel location).
- 3 Room number for workstation outlet of each unique wire number.
- 4 Wire type (number of pairs, gauge, NEC rating, and manufacturer and part number)
- 5 This will also be applicable and required for all Telco jacks installed in each face plate.

Maintainability and Documentation:

There will be a continuity check of each conductor from end-to-end-open test including the following but not limited to:

1. Proper polarity of paired conductors from end-to-end-reverse test.
2. Proper termination of wire pairs from end-to-end-cross test (for splits and other wrong terminations).
3. Proper ground and shield bonding.
4. Grounded conductors (for all cables) - ground fault test.
5. All data cables shall be tested per EIA/TIA requirements.
6. **Fluke tests (OR SIMILAR) will be performed for all network wiring and submitted for review.**

Category 5E Cable:

All Category 5E distribution cables will be tested in accordance with procedures laid out in EIA/TIA 568-B standard. Any cable that fails testing shall be reported along with the procedures used to rectify the failure. Contractor tests shall utilize a Category 5E compliant cable tester. Results for each UTP Category 5E four-pair cable will be submitted as part of the Contractor's acceptance records. In addition to the above information, the documentation will also include a pass/fail indication for the specified cable and the test date.

Installation Regulations:

Installation is to meet or exceed ANSI/EIA/TIA 568-B and ANSI/EIA/TIA 569 code. All work and materials will comply with all local, federal and state laws, municipal ordinances, codes, regulations and direction of inspectors appointed by proper authorities having jurisdiction.

If there are violations of codes, the vendor will correct the deficiency at no cost to DOAH. Conditions must meet the industry standards for safety and work procedures, and protection of property established by prevailing rules, regulations, codes, and ordinances.

Quality Assurance:

Workmanship and neat appearance shall be as important as the mechanical and electrical efficiency of the system. All testing and clean-up shall be completed to the satisfaction of DOAH before sign off, includes, but is not limited to, cable testing, proper labeling, debris removal, and proper cable bundling and routing. Any broken ceiling tiles are the responsibility of the contractor to replace.

Cable Installation:

All cable shall be installed free of kinks. A kink is defined as a violation of the manufacturer's specified Minimum Bend Radius for each type of cable. Cable shall not be formed into a condition that causes the outside sheath to wrinkle. Any cable to be placed through an electrical room, hearing room or any potentially hazardous area(s) shall be placed in conduit. All cable will be secured in such a manner as to allow cross connections to be made without crossing over any cables.

Cables are not permitted to lie atop a lay-in ceiling or simply drape over pipe and ductwork; appropriate wire hangers/supports or dressing will be used. J-Hooks or equivalent shall be attached to independent grid wire and not attached to the existing drop ceiling grid wiring as the added weight from the cables can cause distortion to the existing grid system.

Cables are to be anchored to the wall extensions, existing conduits, pipe, or duct work in a neat manner.

All cable is to be terminated at both ends, tested, labeled and ready to provide service to and within the building.

Cable Testing:

All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. The contractor, prior to system acceptance, shall verify all conductors of each installed cable. Any defect in the cabling system installation including but not limited to cable, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed by the qualifying contractor.

Wiring Standards Variance:

To request an exception to the DOAH Intra-building Wiring Standard; complete attachment (A) Wiring Standards Variance Agreement Form. Submit to Lisa Mustain, Director of Administrative Services for prior approval. Lisa Mustain may also be emailed at the following address; [mailto: Lisa.Mustain@doah.state.fl.us](mailto:Lisa.Mustain@doah.state.fl.us)

Station Wiring:

All system components (i.e. cable management (LADDER) rack, equipment racks, etc.) will be securely connected together and will eventually connect to the telecommunication rooms grounding bus bar with a copper wire with a green insulation jacket. This is a mandatory requirement directed by the division's MIS department.

The bus bar will be connected to the building ground system in such a manner so that it meets the above specified requirements set forth in TIA/EIA-607 (Commercial Building Grounding and Bonding Requirements for Telecommunications) as well as any additional codes. All metallic racks, ladder ways and Network/Telecommunications equipment will be properly terminated per guidelines and procedures specified previously in this document.

3. NETWORK CABLING

High Quality Cat 5E 4 pair twisted cabling required

To ensure the cabling infrastructure is correct for the routers and switches we need to use **HIGH QUALITY CAT 5E**. The rest of the points apply equally to 1Gbps and 100 Mbps connections. Each cable should be no longer than 325 feet and should be a single piece of cable (**there will not be any joins/splices**). All cable lengths pulled should be considered "**HOME RUNS**" to and/or from the wiring cabinet, LAN room and/or workstation outlets.

Cabling should NOT be run next to electrical mains cabling (because of the potential for interference); nor should network cabling be suspended on ceiling tiles (this may violate building code and fire regulations).

Cabling shall not be twisted or bent into a tight radius. Do not use metal staples to secure cable runs, nor tightly adjusted cable wraps.

We recommend that you 'flood' wire with Cat 5e specification wiring, from the LAN/TEL room which also houses the telephone panels. Cat 5E cable color scheme is as follows; **Blue** for the data and **White** for the voice. This is because as well as network connections; this wiring can also be used for our telephone systems. **It is the responsibility of the Contractor to ensure compatibility with the Telephone wiring schematic. The current telephone system is proprietary and requires special wiring scheme at the box. There will be a common knowledge of the wiring standards between the two (2) parties – network wiring installer and the telephone system vendor prior to any work performed. This is a mandatory requirement to have knowledge of the TELCO wiring standard the telephone companys' personnel will be using prior to the installation.**

4. PATCH PANELS

The patch panels shall be constructed to accept the same modular jack that will be used at the station outlet. There will be (1) one 48 port patch panel furnished by the contractor for the installation in the anchored server floor rack. NOTE: current patch panels (in use now) will also be used. Patch panels will accommodate the data and telephone connections. It will be necessary to install the patch panels at the highest point in the server rack to have ample room for the other devices as well as provide future expansion in the lower rack if needed at a future date.

NOTE: All TELCO equipment (not including TELCO patch panels) will be located on the opposite side (180 degrees) of the rack that supports all the data network devices.

All cabling routed to and from the patch panels and Telco panels will be neat and properly tied/bound together to form a neat and practical working application. No wiring will be routed outside of the rack, or run around the post or frame of the rack at any point.

5. CABLE MANAGEMENT

A ladder rack will be attached to the server rack and wall to support the necessary wiring leading from the ceiling to the 4 post server rack. All wiring will be wrapped and tied down in a neat manner along the ladder rack and conforming to the wiring standards of radius bending set forth in this document.

6. MODULAR JACKS

Modular jacks shall be color coded to install wire to ANSI/TIA/EIA-568-B wiring standard. The jack shall be of the appropriate category compliance to match the wire to be terminated (Cat 5E compliant jack on Cat 5E wire).

7. STATION OUTLET FACEPLATE

Station outlet faceplates shall be one (1) two (2) or four (4) ports manufactured to accept the modular jack(s) specified later in this document and/or specified on the electrical wiring blue print. The height of this installation shall be in accordance with proper wiring/electrical codes. All outlet covers, switches, faceplates, etc. are to be **Ivory** in color. No other color may be used within this office.

8. COPPER PATCH CORDS

Copper patch cords should be of the same manufacturer as the Cat 5E. The patch cords should provide optimum performance throughout the cable network. The Cat 5E patch cords should meet or exceed TIA/EIA Cat 5E requirements.

9. DATA AND VOICE OUTLETS

Outlets shall consist of a standard (minimum 2.125" depth) electrical box. The standard outlets will be complete with category 5E rated RJ45 jacks (terminated), and RJ12 telephone jacks wired for digital voice. The exception to this rule is the (2) two networked Kyocera printers located at points on the blueprint described as networked printers. These printers shall have a two (2) port RJ45 Cat 5E wall plate installed for each printer at each location listed. The ports shall be used in conjunction with two (2) RJ45 connections.

The **XLR** microphone outlets in the hearing rooms require one (1) double gang Quad (4) port wall plate and (2) two port single gang wall plate in each hearing room.

10. LABELING

Permanently label all items with the specifications listed.

Labels shall be made using a mechanical label maker. Permanent marker, ink pen, and/or pencil labels shall not be accepted. All labels shall be permanent; no hanging/paper tags.

A. Patch Panels

The patch panels will be labeled in accordance with the correct identifying numbers for each CAT 5E RJ45 data and telephone drops in the Tampa office.

B. Faceplates

Data and telephone outlet faceplates shall be labeled to their correct identifying number associated on the patch panel with the ordering system used above. The faceplate labels shall be placed at the top of each faceplate, and shall consist of labeling to their correct numbering assignment as 1-48 on the patch panel.

C. Data Outlets

Each data jack shall be labeled. Labels shall also be affixed to the patch panel at a point designated by the manufacturer on each patch panel.

D. Voice Outlets

The voice only outlets will adhere to the same labeling standards set forth in this document.

E. XLR Outlets

Each XLR outlet will be labeled to reference the **(one to one) required** connections in the Judges hearing rooms. Please consult with one of the DOAH MIS staff for further clarification if needed.

11. WIRING MAP DEFINITION

Areas defined with numbers located on the blueprint will be used to locate room positions for CAT 5E wiring. Dual drops refer to one (1) data and one (1) voice connection.

Rooms listed below shall have at a minimum, one data and one phone drop installed at location listed.

Consult the electrical wiring blue print for exact locations and specifications required for all network, Telco, and XLR jacks to be installed.

Mail room (1 place)		One (1) dual drop for room.
Hearing Rooms (3 rooms)		One (1) Quad drop for the XLR connectors at the Judges Desk, two double XLR drops, and four (4) dual voice/data drops in each room. One single (extra) CAT 5E drop at the Judges Bench. One CAT5E drop at the back of each hearing room for portable VTC purposes.
Mediation Rooms (3 rooms)		One (1) dual drop and one single voice drop for each room.
VTC Room (1 room)		Quad outlet for (2) voice and (2) data.
Security Area (1 room)		(2) Dual drops and (1) single voice drop for this area.
Open Office Area (1 room)		(6) Dual drops for this room and two (2) Dual CAT5E drops. **see note below. Two (2) voice drops for fax machines
Judges office (3 rooms)		Two (2) dual drops for each room.
Supply Room (1 room)		(2) Dual drops for this room.
Server (LAN) room (1 room)		(4) Data drops for this room. One (1) voice drop
Lounge (1 room)		1 Dual drop for this room.

****The Open office area shall house the two (2) network printers which require two (2) Cat 5E drops each for their operation.**

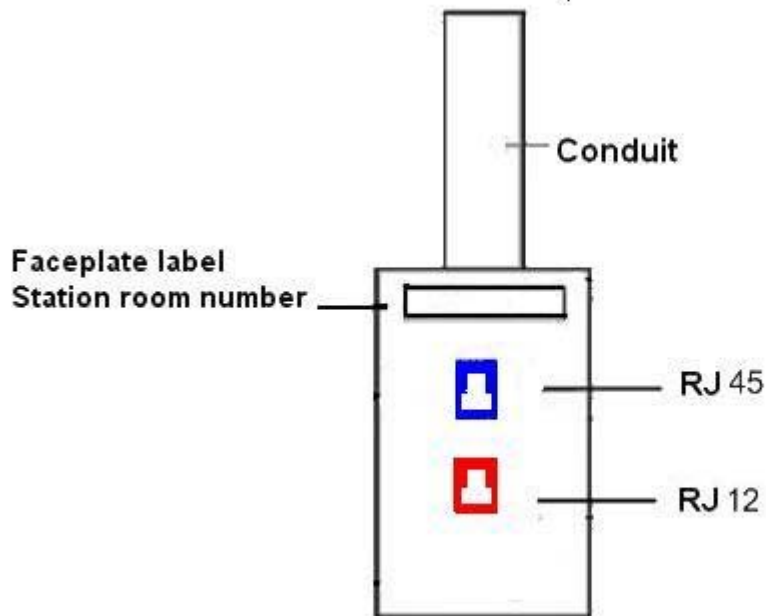
Single gang wall plates will be used for the Kyocera networked printers. Two (2) RJ-45 connectors will be used in each of the two wall plates which shall be used for the networked printers.

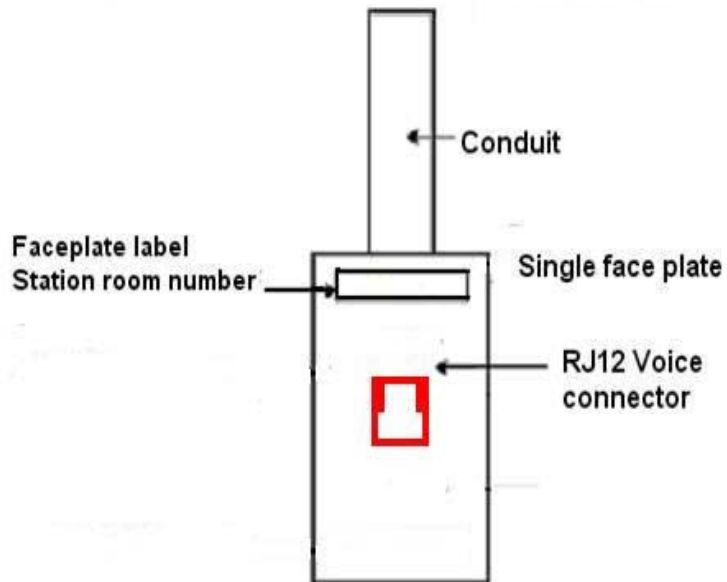
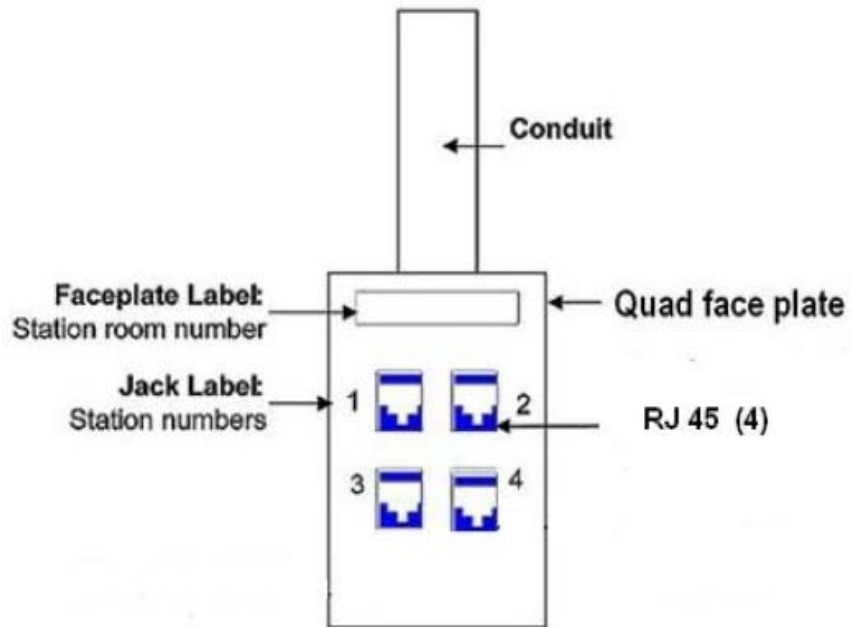
NOTE: Two (2) dual **DATA** drops in each double wall plate that serves the Kyocera printers at designated locations.

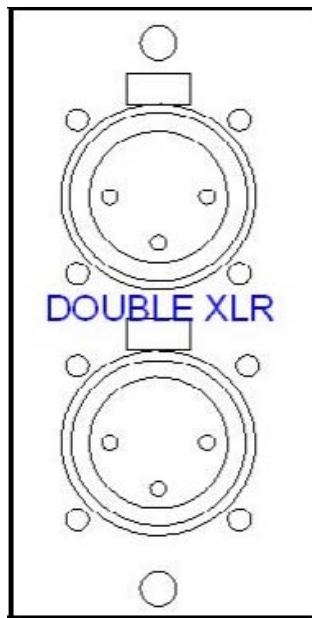
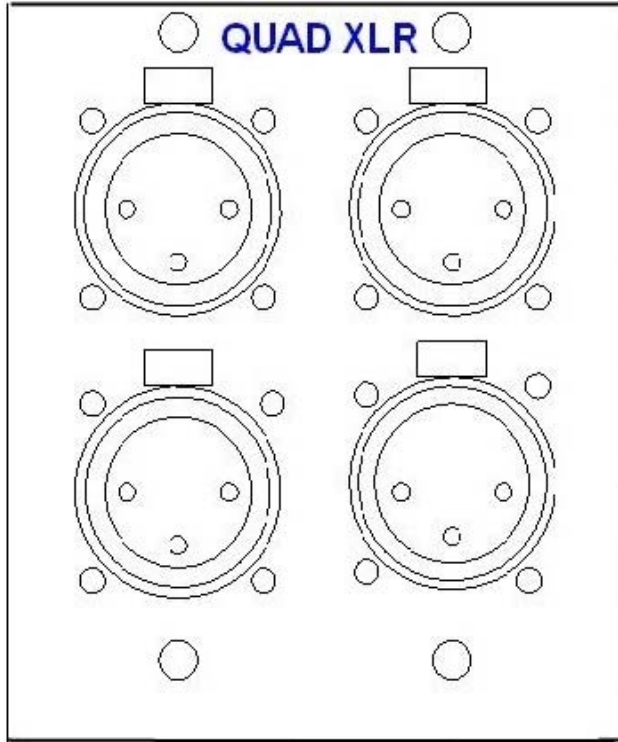
The total drops for the Kyocera networked printers will be four (4) data.

NOTE: The wall plate configurations used for the voice, XLR and data drops are listed below for clarity.

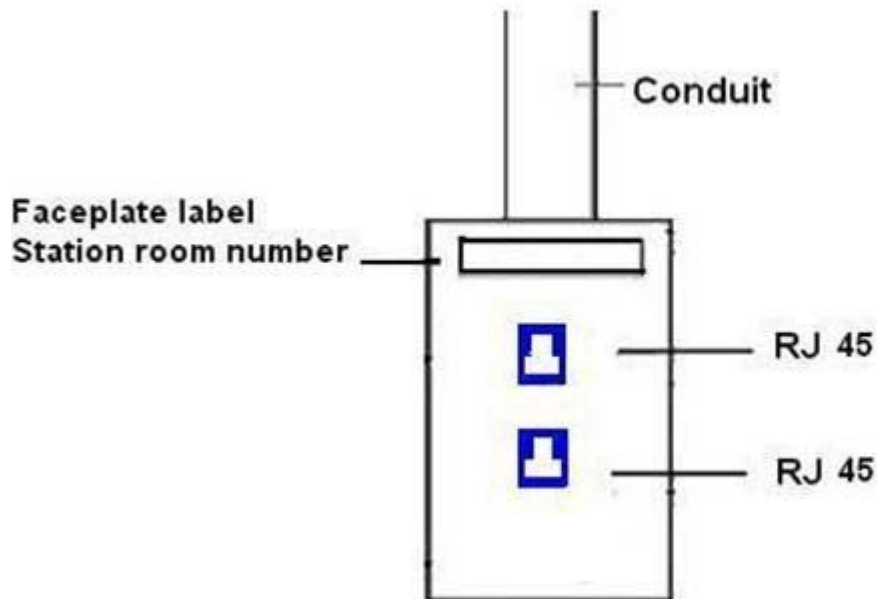
Single Gang Wall Plate using one Data (RJ 45) and one Voice (RJ 12) (Dual Drop).





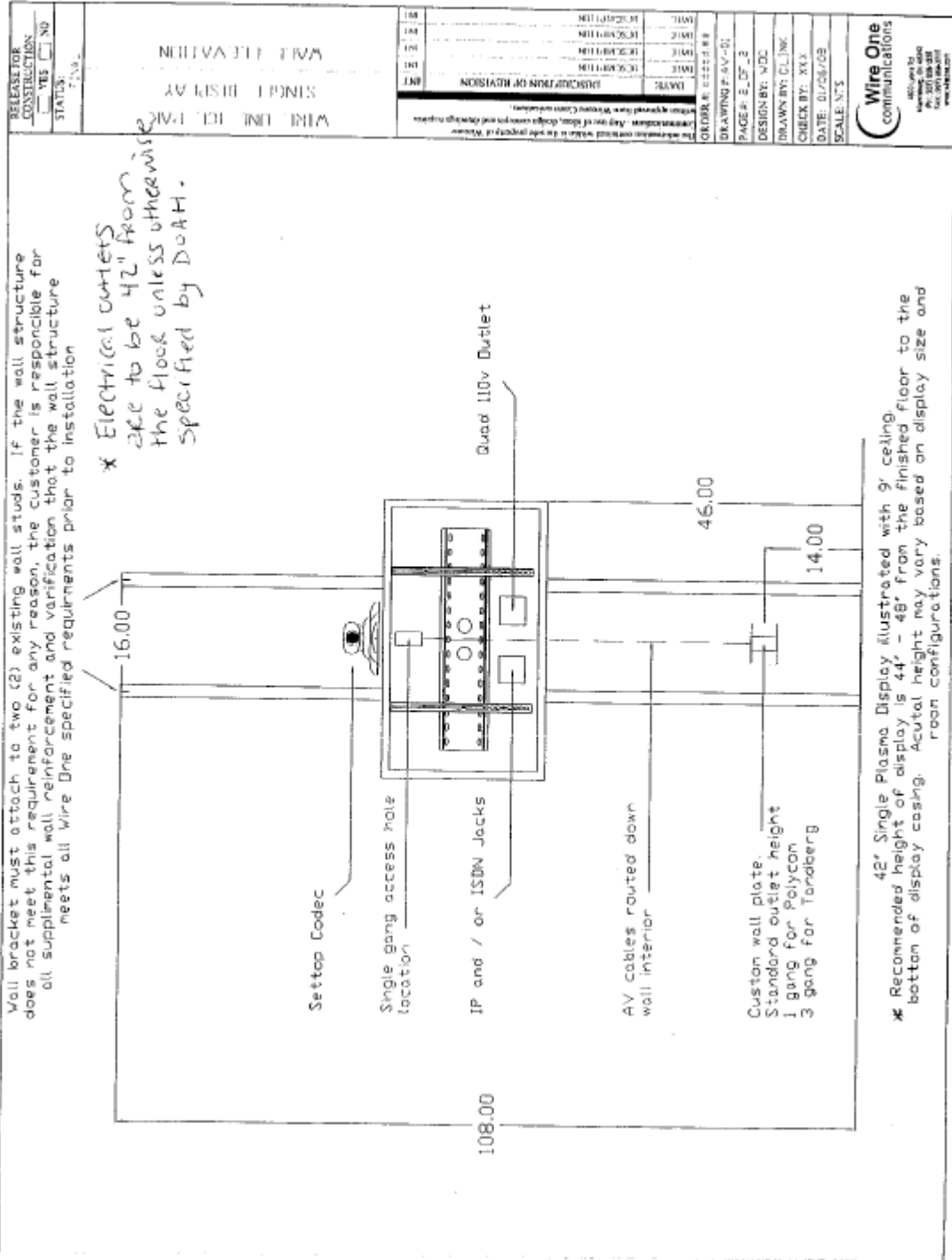


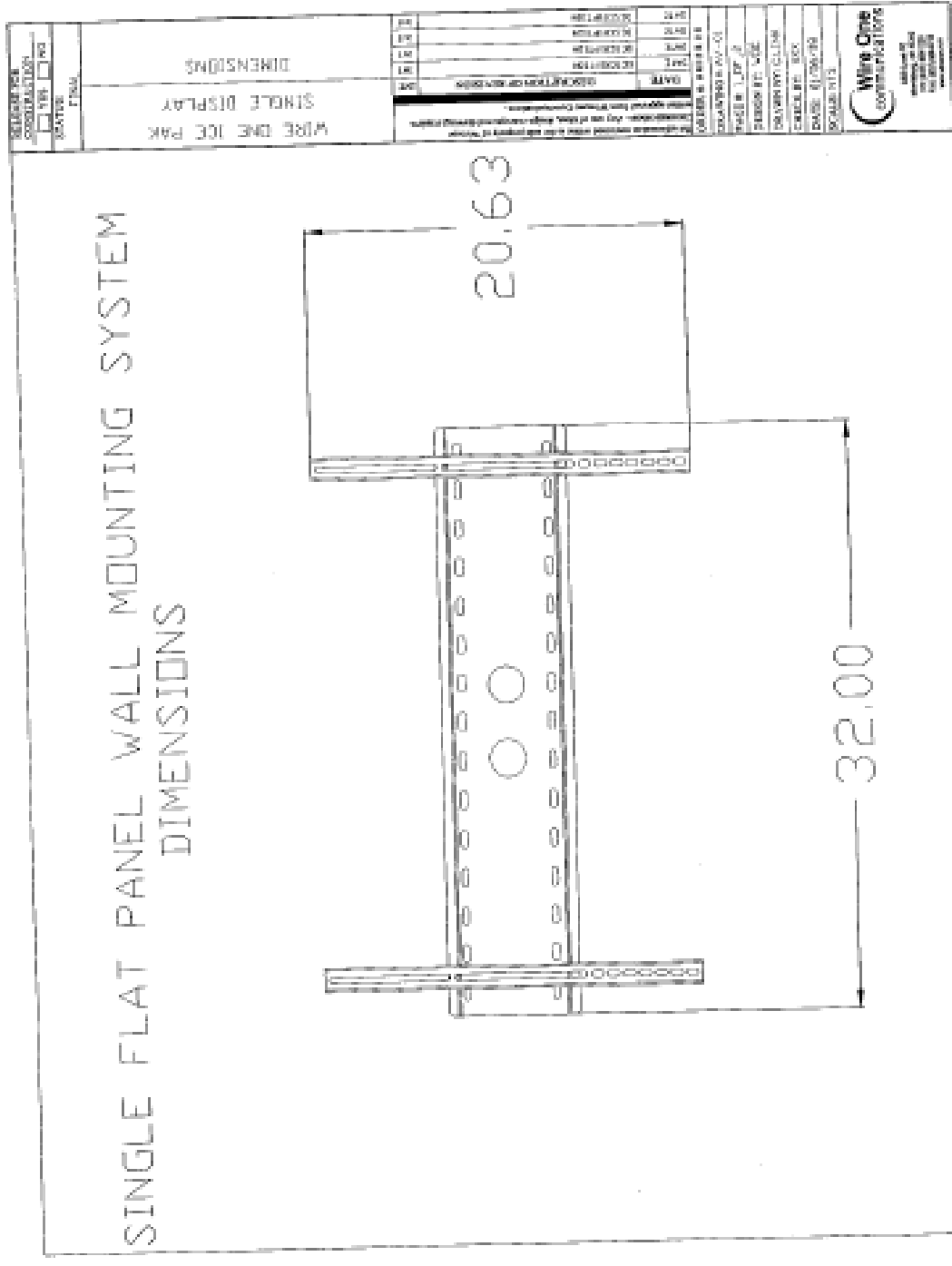
Kyocera Networked Printer Configuration



CABLE LENGTH

The length of the Cat 5E voice/data patch cables for the office areas will be listed below and will accommodate different lengths trailing to each station from the wall plates. The voice and data cables will need to be pre-wired through the cubicles prior to completion of the open office areas. The cables used will be distributed from the wall plates and routed in a way at each cubicle as to provide no kinks of any kind when wired. Each length of cable is determined by the cubicle placement and installation. The Contractor will be required to accommodate EACH AREA with the necessary patch cable lengths. Approximate cable lengths are called out as 25, 15 and 10 feet respectively for each judges staff area composing of three (3) staff each.





12. CONDUIT FOR HEARING ROOMS

Conduit must be used to house the microphone XLR cable, and all **CAT 5E cables** in all hearing rooms. Sufficient room (**Fill Factor**) must be allowed in the conduit to have a minimum of four (4) XLR plenum cables, Two (2) CAT 5E cables for data and one (1) CAT 5E cable for voice at the location listed as the Judges hearing room table. The two (2) wall locations in the hearing room, for the attorney desks, must contain at a minimum, (1) one voice, one data, and a separate drop for two (2) XLR plenum cables for the microphone (**XLR**) connections. The recommended conduit size for this use will be determined by the contractor.

13. XLR WIRE & CABLE SPECIFICATIONS

1. All wire and cables shall be new and unused.
2. Wire not installed in equipment racks, not portable or not installed in conduit shall be fire-rated and meet all applicable codes.
3. Observe proper circuit polarity and wiring polarity. No cables shall be wired with a polarity reversal between connectors with respect to either end. Special care shall be taken when wiring microphone cables to insure that constant polarity is maintained. Balanced audio connectors shall be wired per XLR standard wiring procedures.
4. Testing of the XLR wiring will be performed to ensure the proper wiring scheme has been followed.
5. The XLR pins will be soldered to the Mogami 2552 XLR microphone cable per standard solder standards.
6. All system wire, except spare wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and be terminated by approved soldered or mechanical means. No un-terminated wire ends will be accepted.
7. Temperature regulated soldering irons rated at least 60 watts shall be used for all soldering work. No soldering guns or temperature-unregulated irons shall be used on the job site.
8. The completed sound system is to be inspected and tested for compliance.

9. The testing work shall be performed after the installation work has been completed, but prior to any use of the system. During the testing, the Installer shall have on the job site technicians who are familiar with the project and who will be prepared to stay as long as services are needed if problems arise with this system.

10. The Contractor will ensure that all systems are in first-class working condition and free of short circuits, ground loops, parasitic oscillations, excessive system noise of the equipment, hum, RF interference, or instability of any form.

11. The final acceptance of the XLR wiring system, will be based upon the report/test conducted by a DOAH MIS staff member and also submitted to Lisa Mustain, Director of Administrative Services, following inspection, testing, and demonstration. A list of items in need of completion or correction shall be generated by a DOAH MIS staff member that will be present, which must be corrected by the Contractor before final acceptance will be granted.

12. Should the performance testing show that the Contractor has not properly completed the systems, the Contractor shall make all necessary corrections or adjustments and a second performance demonstration shall be arranged at the Contractor's expense.

14. DEFINITION OF ACCEPTABLE PRODUCTS OR EQUIVALENT

A. Cat 5E 350 MHz Cable

Meets or exceed the EIA/TIA-568-B Category 5e compliance standards. Rated to 350 MHz to provide additional performance and bandwidth over and above the basic requirements of Cat 5e 100 MHz standards.

B. Leviton Cat 5E+ Snap-In Connectors

Port Qty: 1 port Vendor
CDW: Part: 528547
Connector Type: RJ-45 Mfg.
Part: 5G108-RL5 Quantity:
60

C. Leviton Voice Grade Snap-In Connectors

Port Qty: 1 port Connector
Type: RJ-12 Vendor: CDW
Part: 449752 Mfg. Part:
41106-RI6 Quantity: 60

D. Leviton QuickPort 4-Port Wall Plates

Port Qty: 4 ports Vendor:
CDW Part: 313559 Mfg.
Part: 41080-4IP Quantity: 3

E. Leviton QuickPort 2-Port Wall Plates

Port Qty: 2 ports Vendor:
CDW Part: 311548 Mfg.
Part: 41080-2IP Qty: 60

F. Leviton QuickPort 1-Port Wall Plates

Port Qty: 1 Port Vendor:
CDW Part: 340086 Mfg.
Part: 41080-IAP Quantity: 20

G. Leviton Voice Grade Patch Panel

Port Qty: 48 Ports Vendor:
CDW Part: 673247 Mfg.
Part: 49012-J48 Qty: 2

H. Leviton GigaMax 5E QuickPort Patch Panel

Vendor: CDW Part: 810449 Mfg. Part: 5G270-U48
Port Qty: 48 ports, UL 94 V-0 Rack size: 19 Inches

The Cat 5e patch panels shall be designed for use on standard 19" racks and cabinets.

The wall plates must be flush mount wall plates that are IVORY in color used throughout the office. The parts must meet or exceed UL Listed, CSA Certified, and are listed in compliance with NEC Article 800.

Connectors must meet or exceed the standards for UL, Category 5E EIA/TIA-568-B component requirements and be ETL Verified for Category 5E component performance.

I. Panduit Floor Mounted 4 Post Cable Management Server Rack

Compliant Standards: EIA-310-D, RoHS

Vendor: CDW Part: 962061 Mfg. Part:

CMR4P84CN Rack Size: 19" Depth: 30 in

Height: 83.9 in Weight: 110 lbs Width:

23.3 in Quantity: 1

J. Hubbell NEXTFRAME Ladder Rack

Vendor: CDW Part: 1383219

Mfg. Part: HLS10188 Color:

Black Product Type: Rack

Ladder Length: 10 ft. Width:

18 in. Qty: 1

The Cable Ladder Rack shall be mounted directly to the wall and/or supported from the wall and ceiling with included hardware listed below as directed by DOAH.

K. Hubbell Ceiling Mount Kit

Vendor: CDW Part 318780

Mfg. Part HLCMK Quantity:

1

L. Hubbell Wall Mount Angle Assembly

Vendor: CDW Part: 407564

Mfg. HLTSB06B Quantity: 2

M. Homaco J-Bolt Kit

Vendor: CDW Part 829253

Mfg. P987528H Quantity: 2

**N. Panduit Patch Link Horizontal Cable Manager
Cable Management Panel 1-U**

Vendor: CDW Part: 511510

Mfg. Part: WMPLESY

Quantity: 5

O. Panduit Rack Cable Management Kit (Water Fall)

Vendor: CDW Part: 859107 Mfg. Part: CMWB Quantity: 1

P. StarTech M5 Mounting Screws for Server Rack

Vendor: CDW Part: 394763

Mfg. Part: CABSCREWS

Quantity: Pack of 50

Q. StarTech Cage Nuts for Cabinet Rails

Vendor: CDW Part: 514399

Mfg. Part: CABCAGENUTS

Quantity: Pack of 50

R. Microphone Plenum cable

325 foot roll Plenum cable | Vendor: BIS

Digital Quantity: 2

S. XLR Wall Plate (2 Input)

Port Qty: 2 ports Vendor: BIS Digital Part:

BIS-XLR-WP2 Quantity: 6

T. XLR Wall Plate (4 Input)

Port Qty: 4 ports Vendor: BIS Digital Part:

BIS-XLR-WP4 Quantity: 3

U. XLR Microphone Cable Assembly

Length: 15 Feet Vendor: BIS Digital

Part: BIS15XLR Quantity: 12

V. XLR Microphone Cable Assembly

Length: 30 Feet Vendor: BIS Digital

Part: BIS30XLR Quantity: 12

*******SPECIAL INSTRUCTIONS FOR THE HEARING ROOM CABLING*******

The external XLR cabling in each hearing room will be routed in a manner that utilizes Velcro ties and bindings, and any product related to accomplish the task. Each set of XLR cables that is bound with Velcro shall be routed in a neat and consistent manner in each of the hearing rooms. Particular points are along the “run of XLR cables on the floor and along the desks” shall be tied and mounted to either the floor and the Judges riser or both. Each XLR cable that is routed within the hearing room and routed to and from each desk shall also be bound with Velcro ties and hardware utilizing the same process and workmanship. The XLR cables will end the “run” under each desk and be mounted under the desk using the same techniques and principles outlined above.

Wiring Standards Variance Agreement Form

Project name or description:

Project Manager: _____

Date Variance Requested: _____ Requesting Agency

_____ Requesting Individual

Name, Extension, Email _____

Variance Requested:

(Submit sketches if necessary)

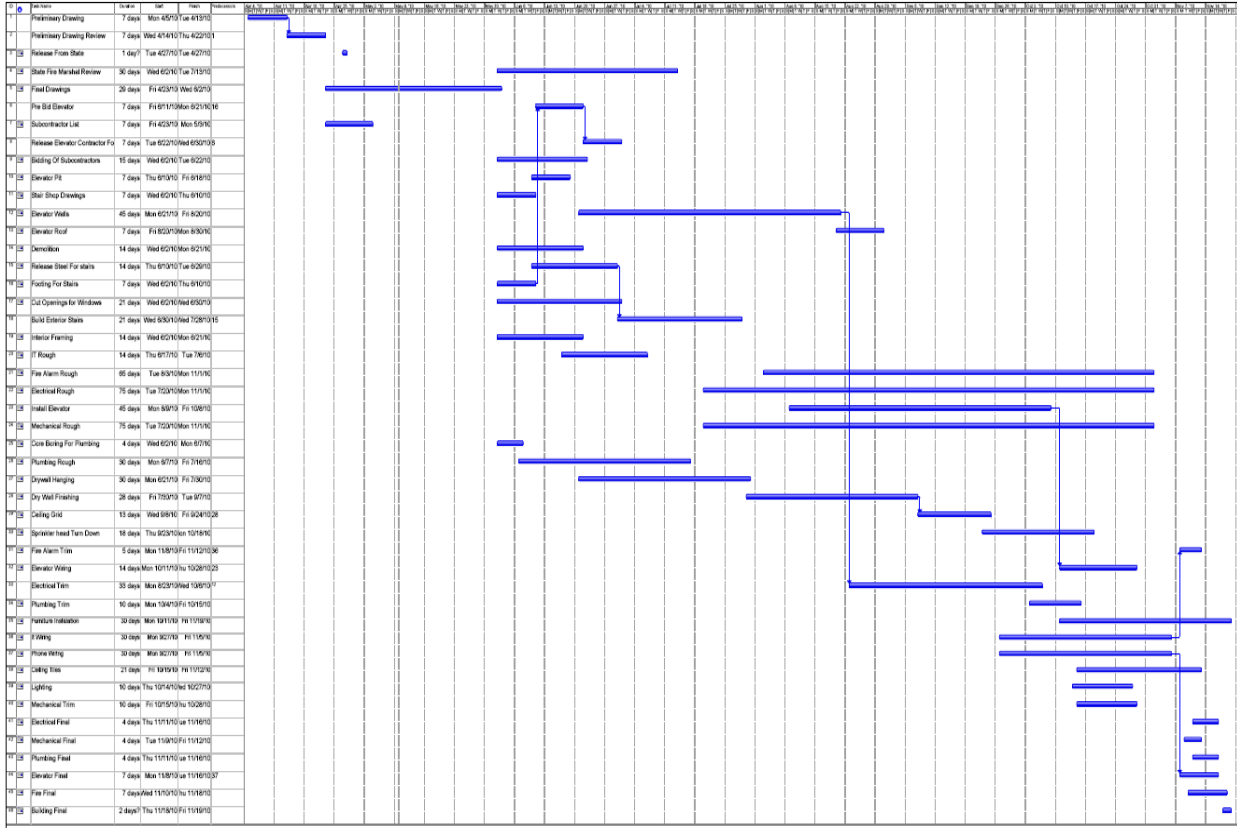
Reason for Variance Request:

DOAH Approval:

Date Approved: _____

Form A

ATTACHMENT B SAMPLE CONSTRUCTION PROJECT SCHEDULE



ATTACHMENT C



STATE OF FLORIDA
Standard Lease Agreement
Department of Management Services Form 4054

Lease Number: []

Lease Commencement: []

Preamble

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

Parties

Lessee: []

Agency Name

Address: [] [] [] []

Street

City

State

Zip Code

Lessor: []

Lessor Name

Address: [] [] [] []

Street

City

State

Zip Code

FEID: [] OR Social Security Number: []

1. Description

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

Description: []

Building: [] County: []

Building Name

Address: [] [] [] []

Street

City

State

Zip Code

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

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

Day	From	To

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

7. Accessibility and Alterations

- A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

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

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

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

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

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

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

8. Applicable Laws

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

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

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 Form 4054
 Lessee Initial: _____ Rev. Date 8/15

- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. **Cooperation with the Inspector General**
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

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

10. Compliance with Fire Safety Standards

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

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

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

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 Form 4054
 Lessee Initial: _____ Rev. Date 8/15

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

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23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

Lessor Initial: _____

Lessee Initial: _____

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

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**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
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 \$1,000.00 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
DIVISION OF ADMINISTRATIVE HEARINGS**

JANITORIAL SERVICES

ADDENDUM _____

LEASE NUMBER: _____

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

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

FLOORS	
DAILY:	<ul style="list-style-type: none"> • Carpeted Areas – Vacuum • Non-carpeted Areas – Damp mop and spray buff. • Remove gum and other materials. • Spot damp mop to remove stains or spots.
ANNUALLY:	<ul style="list-style-type: none"> • Machine clean all carpets throughout the facility. • Strip, reseal and wax all normally waxed floors. • Machine clean all tiled areas cleaning grout lines and tiles throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	<ul style="list-style-type: none"> • Spot Clean • Clean light switch plates and surrounding wall areas. • Dust windowsills, ledges, fixtures, etc.
MONTHLY:	<ul style="list-style-type: none"> • Dust or vacuum HVAC registers.
ANNUALLY:	<ul style="list-style-type: none"> • Clean all light fixture diffuses. • Dust light bulbs.
WINDOWS AND GLASS	
WEEKLY:	<ul style="list-style-type: none"> • Spot clean entrances and vicinity glass both in and outside. • Spot clean directory and internal glass or windows.
ANNUALLY:	<ul style="list-style-type: none"> • Clean external windows.

WATER FOUNTAINS	
DAILY:	<ul style="list-style-type: none"> • Clean and sanitize. • Replenish cup supply, if applicable.
FURNISHINGS	
WEEKLY:	<ul style="list-style-type: none"> • Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. • Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. • Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	<ul style="list-style-type: none"> • Vacuum all drapes, venetian blinds, or curtains.

TRASH AND REFUSE	
DAILY:	<ul style="list-style-type: none"> • Empty and clean all trash receptacles. • Receptacle liners are to be used. Change as necessary. • Remove all collected trash to external dumpsters or trash containers. • In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	<ul style="list-style-type: none"> • Empty and clean all cigarette urns. • Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
WEEKLY:	<ul style="list-style-type: none"> • 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. • Vacuum door tracks. • Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	<ul style="list-style-type: none"> • Remove accumulated trash. • Spot sweep as required.
WEEKLY:	<ul style="list-style-type: none"> • Sweep. • Dust mop to remove stains. • Dust handrails, ledges, etc. • Spot clean walls and doors.

RESTROOMS	
DAILY:	<ul style="list-style-type: none"> • Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers. • Clean and polish mirrors. • Empty and sanitize trash and sanitary napkin receptacles. • Replenish supplies of tissue, towels, and soap. • Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	<ul style="list-style-type: none"> • Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	<ul style="list-style-type: none"> • Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	<ul style="list-style-type: none"> • Sweep outside areas, to include sidewalks, porches, verandas and all adjacent areas to building entrances.
WEEKLY:	<ul style="list-style-type: none"> • Keep parking lot and surrounding grass areas free of trash.

MAINTENANCE SERVICES

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

1. Heating, Ventilation and Air Conditioning – responsible for all inspections, repairs, maintenance and supplies. Filters for HVAC shall be changed every 60 days at a minimum and more often as conditions warrant (fresh intake vents shall be cleaned or replaced bi-monthly). Lessor will immediately correct all problems with due diligence to prevent possible health problems related to the HVAC system and its operation.
2. Lessor to provide maintenance and repair services (includes supplies and labor) to all building related areas (includes equipment attached to the building) and owner equipment.
3. 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 is to be done, as needed, upon request.
4. Services are to be performed during the Lessee's normal working hours, which are **7:30 a.m. to 5:30 p.m., Monday through Friday, excluding state holidays.**
5. 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, Lessor is to ensure that Janitorial and Maintenance Contractors are aware and adhere to the below requirements:

1. The use of minimum required lighting in the areas in which they are actually working. All other unnecessary lighting is turned off.

2. Air conditioning equipment is not to be turned on for the exclusive use of the contractors.
3. Contractors are the only authorized individuals in the premises.
4. Ensure all exterior doors and windows are locked during after hours cleaning and upon exiting the facility.
5. Do not disturb any papers lying on desks or cabinets.

LESSOR:

Lessor Signature

Date



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

ENERGY DATA

REQUIRED ADDENDUM

LEASE NUMBER: _____

Pursuant to Florida Statute 255.254 any building, solely leased by the State, shall require the lessor to provide monthly energy use data, for the leased space, to be collected and submitted monthly to the Department of Management Services by the owner of the building. This information shall be submitted at http://smsisdms02.state.fl.us/docs/lms/energy_form.asp

Lessor:

Lessor's Signature

Date



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.dhs.gov/files/programs/gc_1185221678150.shtm#1.

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

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

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

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

FM 4054K1 (R01/12)

ATTACHMENT D

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.

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

4. Signatures

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

a. Publicly Owned Facilities

Signature: _____
Name: _____
Government Entity: _____
Date: _____

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____

State Fire Marshal Plans Review Fees, Procedures and Requirements

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

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

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

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

DESIGN CRITERIA:

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

(<https://www.flrules.org/>)

PLANS REVIEW FEES:

The fee for plans review is determined by multiplying the estimated construction/ renovation cost of the building, by the constant 0.0025. The minimum fee is \$100.00. This does not include the cost of the land, site improvements, civil work or furniture & equipment. Example: \$1,000,000.00 Construction Cost x .0025 = 2,500.00 Fee

METHOD OF PAYMENT

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

WHAT TO SUBMIT

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

If Sending by Regular Mail

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

If Sending by Overnight Service

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

PLANS SUBMISSION:

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

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

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

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

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



APPLICATION FOR PLAN REVIEW

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

1. CONTACT INFORMATION

a. Applicant's Name: _____	Email: _____	Phone: _____
b. State Agency Contact: _____	Email: _____	Phone: _____
c. Architect of Record: _____	Email: _____	Phone: _____
d. Engineer of Record for Fire Alarm System: _____	Email: _____	Phone: _____
e. Engineer of Record for Fire Sprinkler System: _____	Email: _____	Phone: _____

2. PROJECT NAME OR DESCRIPTION _____

3. TYPE OF SUBMITTAL

a. Design Review (<100% Construction Documents)
b. 100% Construction Documents
c. Revision for SFM #: _____ (Complete items 1a and 7 only)
d. Shop Drawings for SFM #: _____ (Complete items 1a and 7 only)
e. Other: _____

4. BUILDING INFORMATION

a. <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"/> Detention and Correctional <input type="checkbox"/> One and Two Family <input type="checkbox"/> Hotels and Dormitories <input type="checkbox"/> Lodging or Rooming Houses <input type="checkbox"/> Residential Board and Care <input type="checkbox"/> Storage <input type="checkbox"/>	Apartments <input type="checkbox"/> Day-Care <input type="checkbox"/> Mercantile <input type="checkbox"/> Health Care <input type="checkbox"/> Business <input type="checkbox"/> Industrial <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): _____	



APPLICATION FOR PLAN REVIEW

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

Plans and specification shall be signed and sealed in accordance with Florida Statute 471 and 481. Submit this completed application with two sets of contract documents and one set of specifications to:

If Sending By Regular Mail

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

If Sending By Overnight Service

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

*69A-3.009 (12), FAC, defines a state owned building as:
(a) "State-owned building" as used in Chapter 633, F.S., and any rule adopted by the State Fire Marshal, except as provided in paragraph (b) of this subsection, means any structure used or intended for supporting or sheltering any use or occupancy of which the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the record owner of the legal title to such structure. (b) "State-owned building" does not mean or include a pole barn, a picnic shelter, a lift station, an animal pen, an animal feeder, a pump house, a one-family private residence, a two-family private residence, a forestry fire tower or other fire tower, a radio tower, a building no longer in use, an empty building, or a greenhouse.

** 69A-3.009 (13), FAC, defines a state leased space as:
"State-leased" means that the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the lessee which is leasing the building or space from a lessor.

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

Real Property Administrator
4060 Esplanade Way,
Suite 315
Tallahassee, FL 32399-0960



ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

Pursuant to Section 255.254, Florida Statutes, no state agency shall lease a facility without having secured from the Department of Management Services (DMS) an evaluation of life-cycle costs based on sustainable building ratings. DMS implements Section 255.254, Florida Statutes, through Rule Chapter 60D-4 of the Florida Administrative Code (FAC). Pursuant to Rule 60D-4.007, FAC, an Energy Performance Analysis (EPA) is required before an agency considers leasing the following facilities:

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

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

- a. An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:
 - 1) the Energy Star Portfolio Manager software, which is available at:
http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager
 - 2) the Energy Star Target Finder software, which is available at:
http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder
- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
 1. Whole-Building Scenario: When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist or the space has been unoccupied for more than 30 days, then the Energy Star rating must be developed with the annual energy consumption results of a computer-based simulation (see Computer-Based Simulation Requirements below for additional information).

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

Computer-Based Simulation Requirements

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

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

DMS EPA Review

4050 Esplanade Way, Suite 335

Tallahassee, Florida 32399-0950

(850) 488-1817

ATTACHMENT G



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:

Table with 3 columns: Total Aggregate Gross Base Rent, Commission Rate. Rows include rent brackets from \$0.00-\$500,000 to \$6,500,000 and over with corresponding commission rates from 3.50% to 2.50%.

Warehouse/Storage/Hangar:

Table with 3 columns: Total Rent for the Base Term of the Lease, square feet, Commission Rate. Rows include 0-5,000 square feet (2.0%) and 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.
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.

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___

TENANT: (x) _____ By _____ Print or Typewritten _____ Title	OWNER: (x) _____ By _____ Print or Typewritten _____ Title	TENANT BROKER: (x) _____ By _____ Print or Typewritten _____ Title
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