

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

PART 2 OF 2 - AGENCY SPECIFICATIONS
FOR
QUOTE SUBMITTAL PACKAGE - 700:1183
WEST PALM BEACH, FLORIDA (PALM BEACH COUNTY)

ATTACHMENTS A – K

Attachment A ----- Agency Specifications

Attachment B ----- Boundaries

Attachment C ----- Lease Agreement with Addenda

- Addendum A – Janitorial Services
- Addendum B – Liquidated Damages
- Addendum C – Employment Eligibility Verification
- Addendum D – Accessibility and Alternations
- * Information Only - Do not complete

Attachment D ----- Disclosure Statement
***Required - Complete and submit with Proposal**

Attachment E ----- Division of State Fire Marshal, Plans Review Fees,
Procedures and Requirements

Attachment F ----- Environmental Protection Act (EPA)

Attachment G ----- Doing Business with the State of Florida
*****Information only**
1) Vendor Registration (MFMP); 2) Filing W-9; and 3) Direct Deposit
Successful Offeror **must** comply with applicable registration after Award

Attachment H ----- Standard Method of Space Measurement
(Standards for determining net 'rentable' Square Footage)

Attachment I ----- Business Reference Checklist
***Required - Complete and submit with Proposal**

Attachment J ----- Commission Agreement (Tenant Broker) Form
**Successful/Awarded Offeror will be required to
execute a Commission Agreement**

MINIMUM DOCUMENTS REQUIRED TO BE SUBMITTED WITH OFFER

COMPLETED DOCUMENTS CHECKLIST

1. Entire completed QSP packet consisting of Part 1 pgs. 1-11 & Part 2 pgs. 1-. Initial the bottom of each page of Part (pg. 1-) as indicated.
2. QSP, Part 1, pg. 3 of 11 – Provide the contact information of the Offeror.
3. QSP, Article III, A.1–Provide documentation evidencing Offeror’s control of the proposed property (see Article III. A- 1).
4. QSP, Article III, A-2 – Interior/Space Planning-Each reply must include a floor plan which is drawn to scale (i.e. 1/16” or 1/8” or ¼” -1’0”) showing the present configurations with square footage measurement.
5. QSP, Article IV– Provide response to all of the “Lease Terms and Conditions” listed in this article. Responses should be clearly delineated and specific to Article IV questions, terms and requirements.
6. QSP, Article VII-Complete the Certification and provide proof of authority. (Also see Article III, A-1).
7. Agency Specifications, Attachments A thru K, with Offeror’s initials at the bottom of each page evidencing acknowledgement and agreement to comply.
8. Completed Attachment D– Disclosure Statement
9. Completed Attachment I – Business References
10. Completed Attachment J-Agency Commission Agreement (Form 4097)
11. Letter from local Zoning Authority stating the property is suitably zoned for the Department of Corrections’ specified intended use. (see Item 1, page 5 of 54)
12. One set of clear photograph (“4x6”) or architect’s renderings showing exterior, front, sides and rear of the offered facility. (See Item 3, page 4 of 54).
13. Letter certifying Offeror has available and agrees to provide the required number of parking spaces and a statement indicating the number of parking spaces per net rentable square feet as required by the local zoning jurisdiction. (see Item 6-A, page 5 of 54)
14. If the facility has other tenants, provide statement indicating number of parking spaces obligated to each tenant based on their lease agreement. (see Item 6-B, page 5 of 54)
15. Site plan and four (4) copies of the parking lot identifying the parking spaces that will be provided to the Agency for its’ exclusive use and the parking spaces assigned to specified other tenants. (see Item 6-C, page 6 of 54)
16. Map indicating the location of the proposed property in relation to the Department’s acceptable boundaries as identified in Attachment B.
17. Control of Property – For a Reply to be responsive, it must be submitted by one of the entities listed in Article III, A (1) of the QSP and must include supporting documentation providing such status. This requirement applies to the building (structure); the proposed parking areas, and area(s) of ingress and egress. (see Item 6 page 54)

1. **LOCATION OF SPACE**

Location of the Proposed Space within the building or buildings:

Address of the Proposed Space is: _____

1. **REQUIREMENTS FOR OFFERORS TO SUBMIT PROPOSALS**

All Offerors shall submit documentation with this proposal on letterhead from local zoning jurisdiction evidencing compliance with all zoning requirements, regulations, ordinances, and local and state zoning laws for the intended use as **a Department of Corrections' Administrative Office**.

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

2. **EQUAL OPPORTUNITY EMPLOYER**

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

3. **VISUAL MATERIAL**

One set of clear photographs (4 inches x 6 inches) or architect's renderings showing exterior front, sides and rear of the proposed facility (color preferred).

4. **SERVICES**

The successful Offeror shall furnish all services. Services provided by the Offeror shall include all necessary build-out and cleanup and shall provide the Agency with a clean, ready to operate space. Services shall also include payment of utilities, trash removal, storm water fees, recycling service, interior, common area and exterior maintenance, janitorial services, monthly pest control, and other services as provided for in the Quote Submittal Package and the Lease Agreement.

The successful Offeror will provide the lease space to the Agency (Lessee) for its' non-exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Agency will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding state holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Agency. Services are to be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee).

5. **Public transportation**

Specify availability of current public transportation to the Offeror's proposed facility.

Offeror Response:

(Yes/No)

_____	Taxi	
_____	Bus	(Frequency of Bus Service) _____
_____	Other	(Specify Other Transportation) _____

6. PARKING

A minimum number of parking spaces is required; more, if required by local zoning provisions. This parking is to be under the control of Offeror, off-street, suitably paved, lined, and identified for the non-exclusive use by the Department of Corrections. Parking is to be provided as part of the lease cost to the Agency. Preference will be given to those proposals which provide on-site non-exclusive parking.

Offeror shall submit with this proposal:

- a. A notarized statement from the Offeror certifying the availability of an agreement to provide **nineteen (19) non-exclusive** Department of Corrections on-site parking spaces, including a statement indicating the number of parking spaces per net rentable square feet of space as required by the local zoning jurisdiction.
- b. If facility has other tenants, the number of parking spaces obligated to each tenant based on their lease agreement.
- c. A site plan and four (4) copies of the parking lot identifying the parking spaces that will be provided to the Agency for its' non-exclusive use and the parking spaces assigned to specific other tenants.
- d. A minimum of two (2) of the total required spaces designated for the Department of Corrections' use must meet current ADA standards. These ADA parking spaces must be located adjacent to the proposed building.

7. RECYCLING PROGRAM

Section 403.714, Florida Statutes, mandates that each agency shall have a resource recovery (recycling) program in effect for all space occupied, including private sector space. The state is required by law to collect all high-grade office paper, aluminum and corrugated paper. The Offeror will be responsible for this program.

8. GENERAL BUILDING REQUIREMENTS:

The proposed space shall be in an existing building. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place. Total square footage on a single floor with contiguous access is preferred.

- A. If renovations are required, successful Offeror must submit five (5) sets of architectural/engineering plans to the State Fire Marshal for certification as outlined in Attachment E (Division of State Fire Marshal Plans Review Fees, Procedures and Requirements (and) application for Plan Review). The Offeror will be responsible for completion and submittal of applicable State Fire Marshal Application for Plan Review' and associated fees in accordance with this attachment.
- A suggested ('test fit') single line floor plan shall be prepared and submitted to the Issuing Officer within 10 days of the Notice of Award. The final/approved design of the proposed space will be determined through

- construction-space planning meetings between the Department and the Offeror.
- Based on the final approval design, **five (5)** architectural drawings with the Usable Square Footage measurements (per Attachment H) shall be provided to the Department within 10 days of such approval of the final design of the space. The drawing shall be to scale (example 1/16” or 1/8” or ¼” = 1’0”) and certified correct by the A/E. The drawing with SF measurements will be used for the preparation of the formal lease agreement documents.
- Based on the final/approved design, complete A/E plans for required State Fire Marshal review and approval (per Attachment E) shall be submitted within **3 weeks (21 days)** after approval of the single line plan. The A/E plans shall also include drawings which details ADA criteria.
- Failure to comply General Building Specifications or references thereto may result in withdrawal of the Award.

- B. ADA Compliance:** Building codes adopted by local jurisdictions shall be applicable to all lease construction. The property must comply with the 2012 Florida Accessibility Code for Building Construction (“FACBC”). Also refer to requirements in accordance with *Item 7 – Accessibility and Alterations of the Standard Lease Agreement Form 4054 (Attachment C)*.
- C. Protective Measures:** The Offeror shall take good and protective measures against damage or loss of building contents due to high velocity winds and/or flooding/water damage.
- D. Performance of Contractor:** Licensed contractors shall perform all construction; the cost of construction, permits, inspections, permits and fees shall be borne by the Offeror. A construction schedule will be provided by the Offeror to achieve the required occupancy date upon plan approval by the Department. Offeror agrees to provide all builder and subcontractor license information upon request to the Department of Corrections
- E. Annual Inspections:** It shall be the Offeror’s responsibility to contact the Local Fire Protection Agency and arrange for a fire safety inspection of the leased space each year in conjunction with the yearly anniversary date of the Lease Agreement. Offeror must remedy any deficiencies noted in the annual inspection. The Offeror shall provide documentation of the fire safety inspection reports to the Department’s leasing Office and if necessary coordinate correction of deficiencies in order to minimize disruption to the office/operation.
- F. Post Occupancy-Alterations:** Offeror agrees that Lessee shall have the right to make minor alterations in and to the premises during the term of this lease upon first having obtained written consent of the Offeror. The Offeror shall not unreasonably withhold the consent to such alterations.

9 SECURITY REQUIREMENTS

- All outside doors shall be equipped with dead-bolt or dead-latch locks and panic hardware.
- Locks or bars on all outside windows.
- Interior night lights throughout the leased area, for security when main lights are off.
- Night illumination is required at all outside doors and all parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles.
- Up to **(4) locksets** to be provided and installed at locations indicated by the Department as requested. Locksets must be of a commercial grade and in compliance with the Florida Accessibility Code for Building Construction Standards. One (1) double cabinet in each drug testing room shall contain locks.

- f. Keys to all locksets shall be provided in accordance with a master keying system acceptable to the Agency. Provide **fourteen (14)** entrance keys.
- g. A security alarm system equipped with a passive infra-red motion detector shall be provided. Door contacts, glass-break detectors and/or motion detectors to be installed at all exterior points of entry. Access keypad installed at employee entrance. Phone lines required for alarm system to be monitored twenty-four (24) hours per day. (Security alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose). All costs associated with the security alarm system, including installation, monitoring, set-up and payment of dedicated phone line for monitoring, registration fees or other associated costs shall be the responsibility of the Lessor.
- h. A fire alarm system that complies with the current adopted National Fire Protection Association (NFPA) pamphlet 72, Fire Alarm Code Standards. Fire Alarm System plans must be submitted to the State Fire Marshal for review and approval prior to installation. (See Quote Submittal Package – QSP, Attachment E – Division of State Fire Marshal Plans Review Fees, Procedures and Requirements for plan submission requirements). Phone lines required for fire alarm system/panel to be monitored twenty four (24) hours per day. (Fire alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose). All costs associated with the fire alarm system, including installation, monitoring, set-up and payment of dedicated phone line for monitoring, registration fees or other associated costs shall be the responsibility of the Offeror.

2. SPACE REQUIREMENTS

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

Personnel Areas	Office Type	Office Size	Requested Size
2	Type B (Window or Interior Office)	150	300
12	Type C (Interior Office)	100	1,200
14	Total Personnel Space:		1,500
General Support	Space Type	Actual Space Size	Requested Size
1	LAN Room (1 per Suite/Floor)	75	75
1	Office Files	9	9
1	Pantry	100	100
3	Total Support Area (SF)		184
Public Use Space	Space Type	Actual Space Size	Requested Size
1	Main Reception Area	150	150
2	Interview Rooms	100	200
3	Total Public Use Space		350
Special Use Space	Space Type	Actual Space Size	Requested Size
1	Security Space/Gun Locker	75	75
1	Mail room/Fax/Postage Meter	100	100
1	Region Storage for Circuits	300	300
1	Central Document Storage and/or processing	150	150
1	Print Center/Copy/Office Supply Storage	100	100
1	Conference Center/Region Meeting/Training	300	300
1	Secured Drug Testing Supplies/GPS Equip/Armored Vests	200	200

1	Photo/Fingerprint Room	100	100
1	Men's Restroom	100	100
1	Women's Restroom	100	100
	Total Special Use Space		1,525
	** <i>(if public restrooms are available, TBR will not include in negotiations)</i>		
Net Usable Area (Sum of Personnel & Support Space)			1,684
Circulation Space (30% of net Usable)			589
Sub-Total Usable Area (SF)			2,273
Usable Square Feet/Employee (180 USF/FTE Average)			162
Total Special Support Area			2,438
Total Usable Area (SF)			4,711
Total Usable SF/FTE			336

3. RESTROOMS

Staff restrooms are to be located within the secure office area inaccessible to the public. The unisex restroom is to be accessible from the lobby. Each restroom is to be equipped as follows:

Type	P & P OFFICE			
	STAFF		Clients	
	Men's	Women's	Unisex Public	Unisex Drug Testing
Water Closets	1	2	1	1
Urinals	1	0	0	0
Lavatories w/Mirrors	1	2	1	1
Trash Receptacles	1	1	1	1
Sanitary Napkin Receptacles	0	2	1	0
Forced Air Hand Dryers	0	0	1	0
Paper Towel Dispensers	1	2	0	1
Soap Dispensers	1	1	1	1

All sinks shall be supplied with hot and cold water and meet requirements of DCA/ADA Accessibility Requirements.

4. SIGNS

- a. Interior identification - Offeror shall provide an interior main directory showing location of all programs, conference rooms, mechanical rooms, etc., and provide directional signs as required.
- b. Offeror shall provide signs to identify all rest rooms, (handicap symbol on handicap rest rooms) conference rooms, mechanical equipment, etc.
- c. All rooms and/or offices shall be numbered consecutively and approved by the Department. Each room shall have a room number sign (2 inches x 5 inches) provided on the wall, not more than fifty-four (54) inches above the floor located immediately to the left of the door.
- d. Exterior identification -The Department shall require Department signage on the building exterior to be provided by the Offeror either at the top of the building or at the entrance.

- e. ADA compliance: Raised letter signs with Braille shall be provided to identify all rest rooms (international symbol of accessibility on rest rooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms.
- f. Offeror agrees to comply, prior to leasing the demised premises, with all ADA requirements and specifications.

Note: All signs must meet requirements of the Florida Accessibility Code for Building Construction, and are to be maintained by the Offeror.

5. REFRIGERATED DRINKING FOUNTAINS

- a. A minimum of two (2) refrigerated (high-low) drinking fountain stations shall be provided. One (1) refrigerated drinking fountain station immediately adjacent to the staff rest rooms and one (1) station next to the unisex restroom(s).
 - b. Lead and copper in drinking water: Prior to occupancy, the Offeror shall provide to the agency representative test results, of water from every drinking fountain and from at least two (2) sinks per floor (if applicable). These results shall be completed by an authorized and a certified laboratory performing tests that are standard in the industry. The conditions of these tests shall include that the water shall be first-draw, with a minimum of six (6) hours of settling without use, preferably the first-thing-in-the-morning. (For information regarding locating a laboratory see "Laboratories—Testing" in the yellow pages. Offeror must verify certification of laboratory)
6. 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 Agency may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaced immediately, at the Offeror's sole expense.

7. FLOOR COVERINGS

- **Carpet** - New carpet shall be installed prior to acceptance of the building, unless the Department accepts the carpeting as is, in writing. All individual office spaces, hallways, main corridors and conference rooms shall have at least 28 oz. weight, 20-26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All carpet shall be of a color and made by a manufacturer acceptable to the Department, which will choose from an assortment of at least three (3) samples provided by the Offeror. Carpeting shall be replaced at the commencement of each renewal option term, or as needed due to normal wear, as determined by the Department. Carpeting shall be treated to reduce staining. Carpets shall be professionally cleaned by the Offeror every six (6) months.
- **Tile** - New ceramic tile or non-slip commercial vinyl sheet flooring in the break room, drug testing room, reception/lobby and restroom areas shall be installed prior to acceptance of the building, unless the Department accepts the flooring as is, in writing. All tile or vinyl shall be of a color and made by a manufacturer acceptable to the Department, which will choose from an assortment of at least three (3) samples provided by the Offeror. Ceramic tile and vinyl will be replaced as needed due to normal wear.

8. PAINT

- a. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and at least once every five (5) years thereafter, during the lease term and any renewals thereof, or as needed due to normal wear, as determined by the Department.
- b. Touch-up painting shall be done as needed.

- c. High traffic areas shall be repainted annually when requested by the Department.
- d. All painted surfaces shall be painted with a Semi-Gloss, washable paint for easy cleaning.
- e. The Department shall be provided samples from which to choose colors.

9. WINDOW COVERINGS

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

10. LIGHTING

- a. All leased space shall have fluorescent lighting 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
- b. Exterior light level of 1.0 foot candles for parking lot areas (measured with a General Electric-type 214 Light Meter or equivalent – Offeror to provide)
- c. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly
- d. If multi-story building, stairwells to be equipped with battery pack emergency lighting. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.
- e. Parking lot will be lighted to assure complete illumination of the parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles.

Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.

11. ELECTRICAL REQUIREMENTS

Lessor shall provide at a minimum, the following:

- a. Three (3) duplex electrical outlets, per office (maximum four (4) offices per circuit), including adequate additional outlets in each open clerical/file area./work area
- b. Three (3) dedicated circuits for each break room.
- c. Class “B” surge protection on all 120/208 circuit break panels.
- d. 20 amp dedicated circuits for the File/Storage Room.
- e. Housekeeping circuits separate from office circuitry.
- f. Building must comply with National Electric Code latest edition at the time of occupancy.
- g. 20 amp dedicated circuits for each Telecommunications Room (LTER).

12. TELEPHONE AND COMPUTER REQUIREMENTS

The following five sections (A-E) provide the data cabling that is Category 5e/6 compliant plenum rated and that will handle 10BASE-T Ethernet, 100BASE-T Ethernet, IGBBASE-T-Ethernet, and in the future, will meet CDDI requirements. The telephone cabling will handle current key system and **PBX** needs and, with a simple connector change in each work area, ISDN can be accommodated.

- a. **Specifications** - These specifications are based on the EIA/TIA-568A Commercial Building Wiring Standard which should be used as a guide in their implementation.
- 1) **Grounding** – The Lessor is required to provide a grounding bar in the telephone room with a number 6 solid copper wire that will provide a meg reading of 10 OHM’S or less.
 - 2) **Work Area** - The work area is a location in a building where end-user computer equipment requiring any type of network connection may be located. Although the work area is often an office, it may be any area in a building.
 - 3) **Faceplate Quantity** - Each work area shall have a minimum of one (1) faceplate with its associated connectors to provide network connections; some work areas may require more than one such faceplate. If a work area has more than one (1) faceplate, all such faceplates shall meet the requirements herein.
 - 4) **Provision for Additional Faceplate** - All work areas having only one (1) faceplate with its associated connectors installed shall also have installed an additional electrical box, mud ring, and conduit stub-out as herein described located adjacent to the faceplate and covered with a standard blank plate.
 - 5) **Faceplate Placement** - Each faceplate with its associated connectors shall be placed on a centrally located wall of the user equipment location and at a height such that the lower edge of the faceplate shall be 18 inches above finished floor level. Faceplates will normally be installed on the wall opposite to an entrance door.
 - 6) **Electrical Box and Extension Ring** - Each faceplate shall be attached to a standard double-gang electrical box fitted with an extension ring which shall reduce the box opening to single-gang size.
 - 7) **Conduit Installation** - Each electrical box shall be stubbed out to the space above the ceiling with a ¾-inch inside-diameter conduit for all new installations, ¾ inch conduits for data/voice communications that run continuously from work area to termination are also acceptable. Stub-out shall NOT be to space beneath the work area.
 - 8) **Faceplate Type** - Each faceplate shall be a light-almond single-gang plastic faceplate with at least four (4) openings to accept 110-connect modular jacks. The faceplate shall be an AMP 558088-1 or equivalent.
 - 9) **Connector Complement Per Work Area** - Each work area shall be provided with a single faceplate containing three (3) data connectors (jacks) and one (1) telephone connector (jack). Even a work area intended for a single printer shall be provided with this configuration to facilitate future addition of other printers and/or a help line telephone.
 - 10) **Data Connector** - -Each data connector shall be a light-almond 110-connect unshielded 8-position modular jack internally configured for EIA/TIA-568A wiring and meeting EIA/TIA-568 Category 5e/6 specifications at minimum. The data connector shall be AMP 569012-2 or equivalent.
 - 11) **Telephone Connector** - Each telephone connector shall be an unshielded, 6-position modular jack, internally wired. The telephone connector shall be a black 110-connect unshielded configured for USOC RJ-11, and shall be AMP 406375-1 or equivalent.
 - 12) **Connector Labeling** - Each connector shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the faceplate immediately above the connector. A master list shall be provided to the Agency which includes the room number and location of each cable identification number. The list shall illustrate the cable ID number for each faceplate in each work area.
 - 13) **Connector Wiring** - All connectors shall be wired as EIA/TIA 568A.
 - 14) **Office Cable** - The office cable is the cable from the faceplate to the end-user computer equipment, and will be provided by Lessee.

- 15) **Wiring Transpositions** - If needed, wiring transpositions shall be accomplished in the work area, not in the telecommunications equipment room (LTER).

b. Horizontal Wiring - Horizontal wiring connects the work area to the nearest telecommunication equipment room (LTER).

- 1) **Data Cable Type** - The cable jacket used for horizontal data wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 4-twisted-pair cable using standard blue-orange-green-brown color-coded conductors, and shall meet EIA/TIA-568 Category 5e/6 specifications.
- 2) **Telephone Cable Type** - The cable jacket used for horizontal telephone wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 3-twisted-pair cable using standard blue-orange-green color-coded conductors, and shall meet ANSI/TIA/EIA-568 Category 5e/6 specifications at minimum.
- 3) **Cable Length** - Cable length from work area faceplate to either patch panel or 110 cross-connect terminal block shall not exceed 90 meters.
- 4) **No Underground Cabling** - Cables shall not be run underground or through concrete slab resting on the ground.
- 5) **Cable Routing** - Cable shall be routed so as to minimize proximity to other electrical conductors and electrical equipment, including but not limited to electrical power conductors, circuit breaker panels, switches, lighting fixtures, ballasts, transformers, motors, cable television conductors and equipment, and radio communication conductors and equipment. Cabling will be suspended from overhead and not laid or rest on ceiling tiles.
- 6) **Cable Identification Number** - Each cable run to a work area shall be assigned an identification number. Each data cable run to a work area shall be marked with a three (3) digit number. The numbers used for identification purposes for each data cable at a work area shall be in consecutive order at the work area faceplate. For example, if the first of three (3) data cables are installed at a work area, its number may be 110. The next two numbers shall be 111, and 112 respectively. Any subsequent data cable installed will bear the identification number of the next available (unused) number that terminates in the wiring closet. Labeling at the patch panel shall start from left to right, top to bottom, and shall consist of consecutive numbering, beginning with 001, 002, etc., through the end of the cabled connectors. Any new cable added to a work area, not part of the original installation, shall bear the number of the last unused, available number on the patch panel.
- 7) **Cable Labeling** - Each cable shall be labeled with its cable identification number at both the work area and patch panel ends. Cable labels shall be of a type specifically manufactured for such purpose and shall encircle the cable; other label types are prohibited. At the work area end, the cable label shall be visible upon removal of the faceplate from the electrical box and the label shall be no closer than 2 inches to the end of the cable jacket. At the patch panel end, the cable label shall be visible from the rear of the patch panel and the label shall be 12 inches from the end of the cable jacket.
- 8) **Data Wiring** - Data circuits shall be wired straight through from the faceplate data connector to the patch panel data connector in accordance with EIA/TIA 568A wiring practices.
- 9) **Telephone Wiring** - Telephone circuits shall be wired from the faceplate telephone connector to the 110 cross-connect terminal block in accordance with EIA/TIA 568A wiring practices.
- 10) **Local Telecommunications Equipment Room (LTER)** - The local telecommunications equipment room (LTER) is the room containing the telecommunications distribution equipment,

both data and voice, serving the nearby work areas. It is the horizontal wiring hub for a given group of work areas. In the event that the telephone and data equipment cannot be co-located, a minimum two-inch conduit will be provided to interconnect the two (2) rooms. In a large single-building environment there will be one or more LTERs.

c. Local Telecommunications Equipment Room (LTER)/Computer Room

- 1) **Location** - The LTER/computer room(s) shall be located such that each cable run from a work area faceplate to either the LTER patch panel or 110 cross-connect shall not exceed 90 meters.
- 2) **Size** - The LTER/computer room(s) shall be large enough to accommodate telecommunications/data distribution equipment and computer equipment, and shall provide adequate access room to equipment for maintenance and upgrade. The room shall be secured either by a door or manufactured cage or cabinet; space should not be shared as working space for staff. The dimensions of the LTER/computer room shall be 10 feet by 15 feet (150 sq. ft. minimum). Where it is necessary to have separate telephone and data rooms, the data room shall be no smaller than 10 feet by 10 feet to accommodate rack-mounted data and data communications equipment and the telephone room shall be no smaller than 10 feet by 5 feet.
- 3) **Air Conditioning-** (Probation and Parole Office): The LTER/computer room requires a minimum number of supply and return vents capable of providing a complete air exchange every fifteen (15) minutes.
Return vents may be mounted in the ceiling or in the door if the door is connected to a common hallway which is utilized as a common return air pathway. Temperature control shall be maintained at the same temperature requirements as the remainder of the building. The relative humidity shall be maintained at the same requirement as the remainder of the building.
- 4) **Water Piping** - Pipes containing hot, cold, gray or waste water or steam shall not run through the room.
- 5) **Emergency Lighting** - The room shall have battery-operated emergency lighting which is automatically activated upon loss of A/C utility power.
- 6) **Electromagnetic Fields** - The building(s) shall be designed so as to minimize fields in the room. No building electrical transformer shall be located in this room or on opposite side of any wall of this room.
- 7) **Backboards** - The room(s) shall have 3/4-inch-thick plywood sheets mounted on walls where equipment will be mounted, to a height of 8 feet to serve as backboards. The plywood shall be painted on all sides and edges with a local-code-compliant fire-resistant gray latex paint. The plywood shall be affixed in such a manner that it shall adequately support the weight of the cables, terminals, and other equipment that shall be attached to it.
- 8) **LTER Regarded as Work Area** - The room(s) shall be regarded as a work area and shall be provided with all telephone and data connections, faceplate, etc. This is to provide a convenient connection point for a telephone instrument and data terminals. The faceplate shall be located on the data side of the room.
- 9) **Telephone Service and Instrument** - The room(s) shall be provided with telephone service for voice communication.
- 10) **Electrical** - There shall be four (4) electrical receptacles located in each LTER. Each electrical outlet located in the room shall be a dedicated 20 amp, 120 volt duplex receptacle. A three phase, 208 volt power will be required for an Uninterruptible Power Supply (UPS). The UPS shall require a locking receptacle. The electrical circuit will support the UPS only. At least 8 duplex, 110-volt receptacles 20 amp shall be specified by the OIT Project Manager or located at or near the location of the rack or as which is to be bolted to the floor. All electrical circuits in the computer room shall be on an isolated ground.

- 11) **Security**- A computer room lock with a changeable combination will be required on the door to the LTER/computer room. An audible alarm is also required on the door to the LTER/computer room.
- 12) **Fire Safety** - Fire protection apparatus including fire extinguisher (not harmful to electronics), conformity to all requirements to the State Fire Marshal. Pre-occupancy inspection and annual inspections by the State Fire Marshal as required by section 633.218, Florida Statutes.
- 13) **Patch Panel Components** - The patch panel shall be a minimum of 48 ports RJ45 connectors, wired for EIA/TIA 568A configuration, wire management panel(s), and a rack enclosure.
- 14) **Patch Panel Layout** - One or more patch panels will be needed to accommodate the patch panel connectors. The first (or only) discrete panel shall be mounted at the top of the rack enclosure; if additional discrete panels are required, they shall be separated from one another by a single wire management panel. A single wire management panel shall be mounted beneath the last (or only) discrete panel.
- 15) **Patch Panel Rack Enclosure** - The rack enclosure shall be a standard 19-inch FIA equipment rack of gray painted metal, 7 feet in height, with side panels and without top panel, mounted on the floor and not on casters. Rack enclosure shall include a minimum of two (2) mounted shelves for non rack mountable computer equipment (example shown below).



- 16) **Patch Panel Labeling** - Each patch panel connector shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the patch panel immediately above the connector.
- 17) **Computer Rack Specifications** - Rack Cabinet conforms to industry standards for full height racks. It is designed to accommodate 19-inch wide rack-mount components and can bear a full 2000 lbs. of internal components. Fully 1000mm deep, it provides ample room for cable management in the rear of the cabinet without interfering with optimal airflow. Features:

-
- Labeled U Positions
 - <2M Height
 - Rapid Rail® / Cable Management Arm Mounting Kits
 - Easily Removed Door Hinges
 - Locking doors and side panels
 - Light weight (35lb.) Side Panels
 - Built in side panel handles
 - Split Rear Doors
 - Leveling Feet
 - Bolt Down Stabilization Bracket
 - 1000mm Depth
 - Perforated front and rear doors
-

-
- Heavy duty – Solid Casters
 - 2,000 lb. capacity
 - Cable Holes in Roof
 - Cable Management through Rear Door
 - Open bottom

d. Fiber-Optic Cabling

- 1) **Cable and Fiber Count** - If more than one LTER is required, fiber-optic cabling shall be installed between LTERs. One fiber-optic cable containing a minimum of 12 fibers (6 pairs) shall interconnect LTERs.
- 2) **General Fiber-Optic Cable Specifications** - All fiber-optic cables and individual fibers shall meet or exceed the following specifications. Fiber-optic cables shall have an all-dielectric aramid strength member, a tensile load rating of 259 kg (550 lb.), and bend radius of 9 cm. All fibers in the cable shall be FDDL-compatible, multi-mode or single-mode depending on distance, graded-index, 62.5/125-micron diameter, with 850 and 1300 nm light-source windows, 0.275 numerical aperture, 160/500 MHz-km dual-window bandwidth, 3.75/1.50 dB/km maximum attenuation over the -40C to 70C temperature range and shall have color-coded, fire-retardant, oil-resistant thermoplastic jacketing. Important note on distances and fiber: for distances over 715 feet, single mode 9/125 micron diameter (core/cladding) diameter, 1310 nm, low metal content, single mode fiber-optic cables, complying with the ITU-T G.652 and ISO/IEC 793-2 Type B1 standards using LC gigabit connectivity maybe necessary. Using Multi mode cable and SC connectors will only allow distances of 1700 feet with specially purchased mode conditioning patch cables.
- 3) **Outdoor/Underground Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall have a PB jacket and water block gel or similar water-resistant buffer.
- 4) **Indoor Fiber-Optic Cable Specifications** – Fiber-optic cable used for data vertical wiring within a building shall, be plenum-rated, if required by code, otherwise PVC.
- 5) **Underground Fiber-Optic Cable Conduit** – Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall be enclosed in Schedule 40 PVC conduit conforming to NEMA standard TC10, suitable for concrete encasement. Prefabricated fittings shall be used except where sharp bends or turns prevent their use, in which case joint boxes or pull boxes shall be used. Conduit and fitting joints must be watertight and shall be made using PVC solvent cement. Underground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 6) **Above-Ground Fiber-Optic Cable Conduit** – Fiber-optic cable used for data vertical wiring running between buildings and above ground shall be enclosed in steel pipe conduit. All fittings used at PVC/steel conduit transitions must be suitable for connection to PVC conduit. All such steel pipe conduits shall be grounded to the building grounding electrode system. Above-ground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 7) **Fiber-Optic Cable Conduit Size** - All conduits in which fiber-optic cable is run shall have a minimum inside diameter of 2 inches.
- 8) **Fiber-Optic Cable Termination Enclosure** - Each fiber-optic cable together with its associated fibers shall be terminated in a separate termination enclosure. The fiber-optic termination enclosure (WIC/LIU) shall accommodate minimum 24 fibers (12 pair), use SC-type connectors,

be completely enclosed with left and right hinged doors, and shall have either a lock or lock hasp. The enclosure shall be Champion CFD Series 20 or equivalent.

- 9) **Fiber-Optic Cable Termination Enclosure Labeling** - Each termination enclosure shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the left door of the enclosure facing outward. Each individual-fiber SC connector in the enclosure shall be labeled with the fiber identification number. The label shall be an adhesive type, easily readable, and shall be placed on the connector panel above the connector.
- 10) **Fiber-Optic Cable Termination Enclosure Location** - The termination enclosure in each LTER shall be located on the backboard of the data side of the room with the bottom of the enclosure at a height of 4 feet AFFL. The left side of the enclosure shall be even with the right side of the patch panel rack enclosure.

e. Post-Installation Cable Testing

- 1) **Qualifications of Tester** - An experienced computer networking consultant or subcontractor shall be employed by the Offeror to conduct the following tests. This is complex work of a highly technical nature requiring significant expertise and sophisticated testing equipment. Proof of consultant's/subcontractor's ability and experience with regard to conducting these tests shall be provided to and shall be subject to the Agency's approval. All tests shall be conducted and satisfactory results obtained prior to the Agency's occupation of the proposed location.
- 2) **Twisted-Pair Data Cable** - Each copper, Category 5e/6 twisted-pair data cable shall be tested for compliance to 100/1000MB. Test results shall be documented on a per-cable basis and all documentation shall be turned over to the Agency prior to the Agency's acceptance of the cabling. Cables failing the test shall be repaired by the Offeror prior to acceptance by the Agency. The Agency will be provided the cable testing results and a cabling diagram of the location of all cables by cable number and by room numbers.
- 3) **Fiber-Optic Cable** - Each fiber-optic termination shall be tested end-to-end and must pass light in compliance with manufacturer's specifications.

18. MISCELLANEOUS REQUIREMENTS

Lessor Shall:

- Corner guards shall be installed on all hallway and heavy traffic corners.
 - All doors shall be equipped with floor mount door-stops.
 - Kick plates shall be installed on both sides of all common area doors
 - A suggested single line floor plan shall be prepared and submitted to the Issuing Officer within 10 days of the Notice of Award. Complete A/E plans shall be submitted within 3 weeks (21 days) after approval of a single line plan, failure to comply may result in withdrawal of award.
 - The rest room areas shall include a commode, soap dispenser, lavatory & paper towel dispenser. The restrooms must meet the Florida Accessibility Code for Building Construction requirements for public restrooms.
- C. The break rooms shall include a kitchen size stainless steel sink with 8 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent. Two duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided. Provide water to the sink (hot and cold), a soap dispenser and a

paper towel dispenser. Hot water pipes must be insulated as required by Florida Accessibility Code for Building Construction.

- D.** Offeror shall take good and protective measures against damage or loss of building contents due to high velocity winds and/or flooding/water damage.
- E.** Door mats will be provided at all entrances to protect floor coverings. These door mats shall be cleaned daily by janitorial staff.
- F.** If a back door exists in the facility a peep hole shall be installed.

ATTACHMENT B

BOUNDARIES FOR

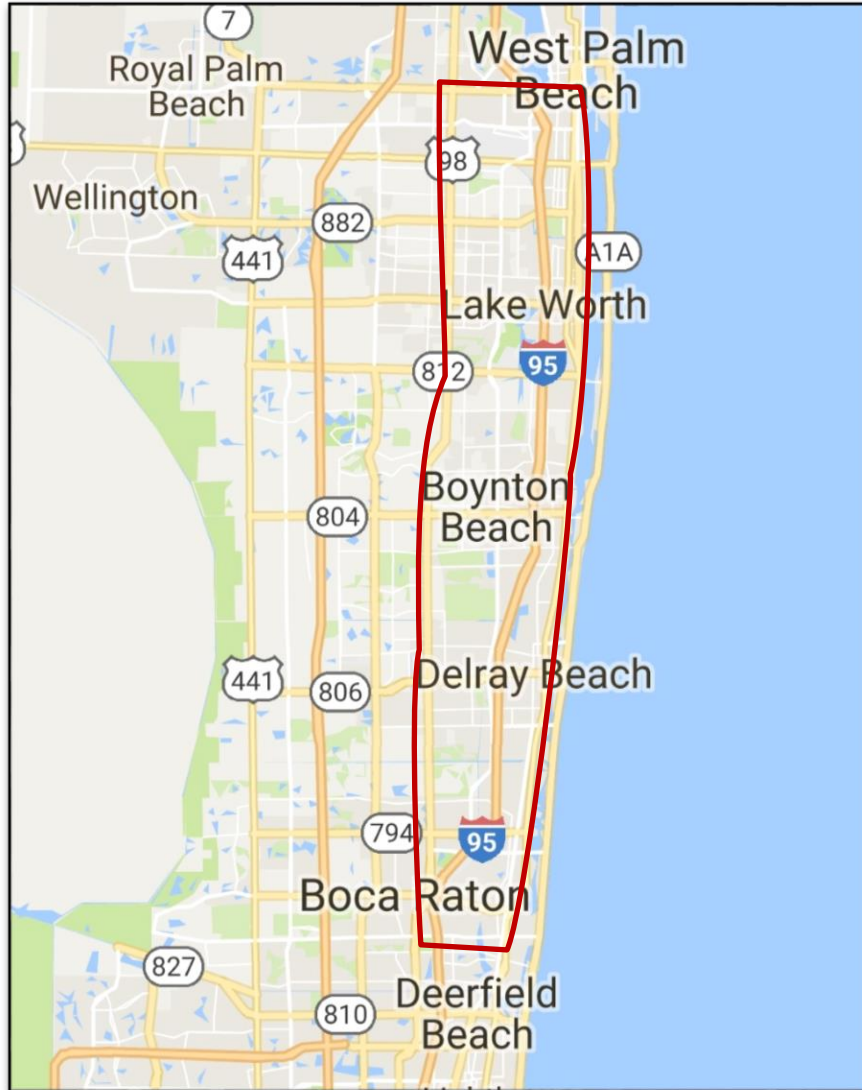
WEST PALM BEACH, FLORIDA (PALM BEACH COUNTY) REGIONAL OFFICE

Street Farthest North: Okeechobee Blvd.

Street Farthest South: Palmetto Park Rd.

Street Farthest East: Flagler Drive

Street Farthest West: Military Trail



ATTACHMENT C – LEASE AGREEMENT



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

Lease Number: 7 0 0 : 1 1 3 4

Lease Commencement: _____

Preamble

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

Parties

Lessee: _____
Agency Name

Address: _____
Street City State Zip Code

Lessor: _____
Lessor Name

Address: _____
Street City State Zip Code

FEID: _____ OR Social Security Number: _____

1. Description

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

Description:

Building: _____ County: _____
Building Name

Address: _____
Street City State Zip Code

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

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

2. Term & Renewals

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

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

for a term of _____ months.

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

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Lessee Initial: _____ Rev. Date 4/14

3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State Zip

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

Lessee: _____
Lessee Name

Address: _____
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State Zip

4. Rent

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

A. Base Term

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

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

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 Form 4054
 Lessee Initial: _____ Rev. Date 4/14

B. Option Term

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

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

5. Utilities

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

6. Facility Services

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

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 Form 4054
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- F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

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

7. Accessibility and Alterations

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

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

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

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

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

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

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

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8. Applicable Laws

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

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

9. Heating and Air Conditioning

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

10. Compliance with Fire Safety Standards

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

11. Injury or Damage to Property

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

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Form 4054
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12. Expiration of Term

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

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

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 Lessee Initial: _____ Rev. Date 4/14

22. Public Entity Crime Statement

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

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

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

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

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

27. Additional Terms

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

Lessor Initial: _____ Page 8 of 9
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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



ADDENDUM A (JANITORIAL SERVICES)

STATE OF FLORIDA

DEPARTMENT OF CORRECTIONS SERVICES

JANITORIAL SERVICES

LEASE NUMBER: 700:1183

Lessor Staff Conduct: The Lessor shall not permit any individual to provide janitorial services who is under the age of 18 years old and/or under the supervision or jurisdiction of any parole, probation or corrections authority. If at any time during the course of the lease should individuals performing janitorial or maintenance duties be arrested or come under the supervision, the appropriate Department representative should be notified immediately. The objective of this provision is to ensure that the Lessor, subcontractor(s), employee(s) or agent(s) of the Lessor under any such legal constraint, has no contact with or access to any records of the Florida Department of Corrections and it shall be the Lessor's obligation and duty to insure that he/she, any subcontractor(s), employee(s) or agent(s) of the Lessor under such legal constraint shall not have such access.

Background/Criminal Records Check: Given the fact that Probation and Parole Offices are secure facilities with restricted access, it is the Lessor's responsibility to ensure that any person with after-hours access or keys to the building submit, at the Lessor's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check (ten fingerprint criminal background check). This background check will be coordinated by the Department's Parole and Probation Office staff located at the office location and may occur or re-occur at any time during the lease period. Further, at the Department's discretion, the Lessor and his/her staff that is assigned to provide janitorial or maintenance services (including sub-contractor staff) that do not have keys to the facility shall be subject to the same at the Lessor's expense. All such staff providing services outside normal business hours will be required to have the above criminal records check at the Lessor's expense.

The Department has full discretion to require the removal, disqualification or prevention of the Lessor as well as his/her staff and/or the subcontractor's staff from any work. The Department is under no obligation to inform the Lessor or any of the subcontractor's staff of the records check findings or criteria for disqualification or removal.

The Lessor shall ensure that the Parole and Probation Office Supervisor is provided the information needed to have the NCIC/FCIC background check conducted prior to the Lessor being awarded the bid or any staff being hired or assigned to work. In order to carry out this records check, the Lessor shall provide the following data for him/herself and any other employed individual(s) to include: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. Upon additional request by the Department, the Lessor, his/her staff

and/or subcontractor's staff shall submit to fingerprinting as directed by the Department of Corrections, for submission to the Federal Bureau of Investigation (FBI).

Failure to Comply with this requirement may result in termination of the agreement.

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

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

All cleaning services are to be performed during normal business hours, which are 8:00 a.m. to 5:00 p.m.

FLOORS	
DAILY (MONDAY - FRIDAY):	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot and damp mop to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean
	Clean light switch plates and surrounding wall areas.
	Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixtures diffuse and dust light bulbs.
WINDOWS AND GLASS	
DAILY (MONDAY - FRIDAY):	Spot clean entrances and vicinity glass both in and outside.
	Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY (MONDAY - FRIDAY):	Clean and sanitize.
	Replenish supply of disposable cups (if applicable).
FURNISHINGS	

AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY (MONDAY - FRIDAY):	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 (MONDAY - FRIDAY):	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY (MONDAY - FRIDAY):	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp Mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY (MONDAY - FRIDAY):	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains and dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY (MONDAY - FRIDAY):	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY (MONDAY - FRIDAY):	Clean and sanitize sinks and counter areas.

EXTERIOR	
DAILY (MONDAY - FRIDAY):	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

MAINTENANCE SERVICES

In providing any or all of the before mentioned services:

1. Only the Lessor or actual employees of the janitorial contractor are to be admitted to the premises.
2. Employees of the contractor assigned to conduct janitorial duties at the premises must be at least 18 years old.

Lessee: Department of Corrections

Lessor:

Date

Date

ADDENDUM B

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

ADDENDUM NUMBER: _____ Lease Number: 700:1183

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 \$ 500.00 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.

Department of Corrections _____

Lessee

Lessor

(x) _____
Lessee Signature

(x) _____
Lessor Signature

Name/Title

Name/Title

Date

Date

Addendum C

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Employment Eligibility Verification

ADDENDUM C

LEASE NUMBER: 700:1183

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/gc1185221678150.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) DEPARTMENT OF CORRECTIONS _____

Lessee Signature

Lessor Signature

Name/Title

Name/Title

Date

Date

Addendum D

**DEPARTMENT OF MANAGEMENT SERVICES
Accessibility and Alterations**

Lessor agrees that the leased Premises shall meet conformance with the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 — 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes shall be incorporated within the FACBC.

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

Chapter 1, Section 101.1 — all new and altered public buildings and facilities, private buildings and facilities, places of public accommodations 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.

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.

LESSEE:

Department of Corrections

x)

Lessee Signature _____

Name/Title

Date

LESSOR:

Lessor Signature _____

Name/Title

Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

ATTACHMENT D

Lease Number: 700:1183

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)
_____	_____	_____
_____	_____	_____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

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

4. Signatures

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

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

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

Signature: _____

Name: _____

Date: _____

ATTACHMENT E

DIVISION OF STATE FIRE MARSHAL

Plans Review Fees, Procedures and Requirements

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

PLAN INFORMATION

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

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
- **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
- **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
- **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.
- **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
- **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
 - **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.

- **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
 - **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.
 - **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system and the appropriate N.F.P.A. standard that was used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.
 - **Automatic Sprinkler System, Standpipes and Fire Pumps** - All existing or new systems shall be clearly identified on the plans. The type of system and appropriate N.F.P.A. standard, which was used for the design and installation, shall be indicated on the plans and signed and sealed by the Engineer of Record. Hydraulic calculations, also signed and sealed by the Engineer of Record, shall accompany the plans where applicable.
- **Correction Facilities** - The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.
- **Lease Spaces** - If the leased space is on a floor located above the level of exit discharge (LED) a plan of the LED is required to be submitted to ensure proper exiting from the building.
- The plan shall have the correct name of the facility: Building Number, Office/Complex Name, Street Address, and City, County, and Zip Code, and any assigned lease number noted on the document.
- Include site plan to scale showing project, distances to nearby buildings, fences, parking, and location of hazardous features such as fuel storage or incinerators, and fire lanes if required by NFPA 1.
- Include floor plan(s) drawn to scale showing walls and partitions, openings, door swings, built-in features, changes in elevation such as steps or ramps, dimensions, and notes to indicate what is shown and the use (room name) of each space.
- Schedules for doors, windows and hardware.
- Drawings of HVAC systems.
- Show the following on plans, if applicable: exit markings, emergency lighting (type and location), fire extinguisher(s) (type and location), nationally tested wall assembly details for rated walls, stair and handrail details, interior finishes and their flame spread ratings.
- Show any special fire extinguishing systems such as dry chemical hood systems.

CONSTRUCTION INSPECTIONS

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

Any re-inspection required as a result of deficiencies found during the final occupancy inspection shall result in additional fees billed to the Contractor for re-inspection at a rate of \$65.00 per hour, per Inspector, portal to portal, plus expenses.

With this in mind, the contractor should have completed his own systems testing and inspection punch list and made the corrections necessary in order to eliminate re-inspections as much as possible.

HOW TO REQUEST AN INSPECTION

The following inspections must be considered:

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

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

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

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

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

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

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

FIRE ALARM CHECKLIST

1. The fire alarm contractor shall be licensed for the scope of work submitted.
2. Provide contractor's names, address, phone and license number.

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

SPRINKLER SYSTEM CHECKLIST

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

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

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS

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

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS

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



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

APPLICATION FOR PLAN REVIEW

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

1. CONTACT INFORMATION

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

2. PROJECT NAME OR DESCRIPTION

3. TYPE OF SUBMITTAL	a. <input type="checkbox"/> Design Review (<100% Construction Documents)
	b. <input type="checkbox"/> 100% Construction Documents
	c. <input type="checkbox"/> Revision for SFM # : (Complete items 1a and 7 only)
	d. <input type="checkbox"/> Shop Drawings for SFM # : (Complete items 1a and 7 only)
	e. <input type="checkbox"/> Other:

4. BUILDING INFORMATION

a. <input type="checkbox"/> State Owned*	b. <input type="checkbox"/> State-Leased,** lease #:
c. Design or State Agency Project #:	
d. Project Square Footage:	e. State Agency or University:
f. Building Name:	g. Building #:
h. Building Street Address:	
i. City/State/Zip:	j. County:
k. NFPA Occupancy Type: (check all that apply)	
Ambulatory Health Care <input type="checkbox"/>	Apartments <input type="checkbox"/>
Detention and Correctional <input type="checkbox"/>	Day-Care <input type="checkbox"/>
One and Two Family <input type="checkbox"/>	Mercantile <input type="checkbox"/>
Hotels and Dormitories <input type="checkbox"/>	Health Care <input type="checkbox"/>
Lodging or Rooming Houses <input type="checkbox"/>	Business <input type="checkbox"/>
Residential Board and Care <input type="checkbox"/>	Industrial <input type="checkbox"/>
Storage <input type="checkbox"/>	Assembly <input type="checkbox"/>
l. Is this a change in occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No	m. FBC Construction Type:
n. Building Height:	o. Number of Stories:
p. Life Safety Systems: (check all that apply)	
<input type="checkbox"/> Fire Alarm System <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Standpipe	
<input type="checkbox"/> Other: Page 43 of 53	

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 (R07/12) Please initial Offeror acknowledgment on all pages of this submittal form: **700:1183**

ATTACHMENT F

DOING BUSINESS WITH THE STATE OF FLORIDA

PART 1 – MyFlorida Marketplace (MFMP)

I. Registration as a Vendor with the Florida Department of Management Services' MyFloridaMarketPlace (MFMP)

In order to do business with the Florida Department of Corrections (or any State agency in Florida), you must first register in MyFloridaMarketPlace (MFMP), the state's e-procurement system. You can access this registration on-line at: <http://dms.myflorida.com/mfmp>.

Click on the **MFMP Vendor** link, then click on Vendor Tools and proceed with your registration. Please be aware that for each purchase, vendors are required to pay the State (not the Department of Corrections) a 1% transaction fee unless exempt as indicated in Rule 60A-1.032, Florida Administrative Code (as a Lessor, **you are exempt from paying this 1% transaction fee** per the above-mentioned rule). During the registration process you will be asked to agree to terms and conditions that include this information; in addition, you will be assigned a vendor sequence number.

If you encounter any difficulties with either of these registration processes, **please** contact the MyFloridaMarketPlace Customer Service Desk at **1-866-352-3776** for technical assistance.

NOTE: It is important that the business entity name and vendor identification number is the same as the Lessor and FEID number on the approved Lease Agreement.

For Lease Number 700:1183,

the Lessor is: SAMPLE

the FEID # is: 123466789

Electronic Funds Transfer (EFT) of Rental Payments with the Florida Department of Financial Services

In addition to Vendor registration of the business thru the MFMP e-procurement system, direct deposit/electronic deposit of monthly rental payments to the Lessor of approved lease agreements can be established thru the Florida Department of Financial Service' web link at:

http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm

Direct/electronic deposit of rental payments generally results in payments being deposited in the Lessor's authorized banking account several days quicker than using the paper warrant process because it is a more 'automated' process. Direct deposit (EFT) can also provide a higher level of security of rental payments since the deposits are direct to the designated financial account rather than thru the US mail and into a mail drop.

When the electronic funds transfer (EFT) is utilized, a paper copy of the monthly rental payment information is sent to the designated rental remittance payment address which is established by the Lessor also.

III. **Notification of changes to ownership (Lessor), contact information, mailing and/or rental remittance addresses of approved Lease Agreements**

In the event of a change to the Lessor information due to a) sale of the property; b) change of individual owners; or c) addresses (Lessor mailing address and/or Lessor's remittance address), the following notification to the Department of Corrections' Leasing section is required:

Contact Fran Rowls, Leasing Agent at telephone (850) 717-3697 in the Department of Corrections' Leasing office for assistance.

Based on changes involved, the Leasing staff person will provide instruction and assistance to effectively update the Lease Agreement documents and records, ownership designation and/or address information which may include the following:

1. Change of Ownership – Sale of Property:
 - a) Submit letter on business letterhead, signed by current Lessor, providing the date of new ownership and contact information for new owner(s);
2. Change of Lessor business name – Same owners operating under new/different business entity name:
 - a) Submit letter on business letter, signed by current Lessor, which provides the new business name and FEID number.
 - b) Confirm the existing FEID number is valid (or) provide new FEID number for the different business entity name.
 - c) Confirm the mailing address for the Lessor and provide contact information (telephone number, fax number and email address);
 - d) Confirm the rental remittance address for the Lessor
 - e) If applicable, confirm registration with the Florida Department of State, Division of Corporations, has been accomplished.
3. Depending on the changes, the Leasing office may provide a Disclosure Statement form, which is required by the Department as well as the Florida Department of Management Services, in conjunction with Lessor/owner changes to be completed and returned.
4. Updated 'vendor' registration thru the MFMP web site may be required.
(Reference: Item I - Registration as a Vendor with the Florida Department of Management Services' MyFloridaMarketPlace (MFMP))
5. Updated EFT registration thru the Department of Financial Services web site may be required.
(Reference: Item II - Electronic Funds Transfer (EFT) of Rental Payments with the Florida Department of Financial Services)

PART II

NOTICE

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services or make payments to any vendor that does not have a verified Substitute Form W-9 on file with the Department of Financial Services.

Requirements

You will need the following information in order to complete the State of Florida Substitute W-9:

1. Taxpayer Identification Number
2. Business Name (as it appears on your tax return)
3. Business Designation (e.g., Corporation, Sole Proprietor, Partnership, Trust or Estate, etc.) If the vendor is unsure of their business designation, they should contact their legal or tax advisor.
4. Primary address for your tax information
5. Preparer's Name
6. Preparer's Telephone Number
7. Preparer's Email Address

Please follow this link for full details and instructions:

<https://flvendor.myfloridacfo.com>


PART III

DIRECT DEPOSIT THRU ELECTRONIC FUNDS TRANSFER

VENDORS

Direct Deposit sign-up information for Vendors

Direct Deposit is a method of receiving payments. There can be only one financial institution's account information on file for one federal tax identification number (SSN or FEIN). Payments cannot be sent to two or more financial institutions.

 Direct Deposit E-mail address: directdeposit@myfloridacfo.com

● Direct Deposit phone number (850) 413-5517

● Checking payments on the web: <https://flair.dbf.state.fl.us>

● Check the status of a pending payment call the Vendor Ombudsmen Section at (850) 413-5516

● **Get a form now.** Simply click on the link immediately below, print out the form pages and follow the instructions.

Form

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

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

ATTACHMENT G

Standard Method for Measuring Floor Area in Office Buildings

A Summary of the Building Owners And Managers Association (BOMA) Guidelines.

See Florida Administrative Procedures '60H-2.003' for additional information

The purpose of the Standard Method For Measuring Floor Area in Office Buildings is to permit communication and computation on a clear and understandable basis. The BOMA Standard has been the generally accepted method for measuring office space for many years. It should be noted that this standard can and should be used in measuring office space in old as well as new buildings. It is applicable to any architectural design or type of construction.

Usable Area

This method measures the actual occupiable area of a floor or an office suite and is of prime interest to a tenant in evaluating the space offered by a landlord and in allocating the space required to house personnel and furniture. The amount of Usable Area on a multi-tenant floor can vary over the life of a building as corridors expand and contract and as floors are remodeled. Usable Area can be converted to Rentable Area by the use of a conversion factor. The Usable Area of an office shall be computed by measuring to the finished surface side of the office side of corridor and other permanent walls, to the center of the partitions that separate the office from adjoining Usable Areas, and to the inside finished surface of the dominant portions of the permanent outer building walls. No deduction shall be made for columns and projections necessary to the building.

The Usable Area of a floor shall be equal to the sum of all Usable Areas on that floor.

Rentable Area

This method measures the tenant's pro-rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to areas below. The Rentable Area of a building is fixed for the life of a building and is not affected by changes in corridor sizes and configuration. This method is therefore recommended for measuring the total income producing area of a building and for use in computing the tenant's pro-rata share of a building for purposes of rent escalation. The Rentable Area of floor area shall be computed by measuring to the inside finished surface of the dominant portions of the permanent outer building walls, excluding any major vertical penetrations of the floor.

No deduction shall be made for columns and projections necessary to the building. The Rentable Area of an office on the floor shall be computed by multiplying the Usable Area of that office by the quotient of the division of the Rentable Area of the floor by the Usable Area of the floor resulting in the R/U Ratio.

Load Factor

The Load Factor is the percentage of space on a floor that is not usable, expressed as a percent of Usable Area. It is also known as the Common Area Factor or the Loss Factor.

$$\text{Load Factor (Load)} = \text{R/U Ratio} - 1.$$

Conversion Formulas	
Rentable Area \div Usable Area	R/U Ratio
Usable Area \times R/U Ratio	Rentable Area
Rentable Area \div R/U Ratio	Usable Area
Usable Area \times (1 + Load)	Rentable Area

Definitions

Finished Surface:	A wall, ceiling, or floor surface, including glass, as prepared for tenant use, excluding the thickness of any special surfacing materials such as paneling, furring strips and carpet.
Dominant Portion:	That portion of the inside finished surface of the permanent outer building wall which is 50% or more of the vertical floor to ceiling dimension measured at the dominant portions. If there is no dominant portion, or if the dominant portion is not vertical, the measurement for area shall be to the inside finished surface of the permanent outer building wall where it intersects the finished floor.
Major Vertical Penetrations:	Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls, which serve more than one floor of the building, but shall not include stairs, dumb-waiters, lifts, and the like, exclusively serving a tenant occupying offices on more than one floor.

ATTACHMENT I

BUSINESS REFERENCE CHECKLIST

Please provide the following contact information for people with whom you have had a landlord-tenant relationship within the past five (5) years.

Company Name:	
Contact Person & Title:	
Contact Information:	
Telephone Number:	
Email Address:	
Current or Former Tenant:	Current _____ Former _____
Length of Tenancy:	From _____ to _____
Company Name:	
Contact Person & Title:	
Contact Information:	
Telephone Number:	
Email Address:	
Current or Former Tenant :	Current _____ Former _____
Length of Tenancy:	From _____ to _____

Company Name:	
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Contact Person & Title:	
Contact Information:	
Telephone Number:	
Email Address:	
Current or Former Tenant:	Current _____ Former _____
Length of Tenancy:	From _____ to _____

Company Name:	
Contact Person & Title:	
Contact Information:	
Telephone Number:	
Email Address:	
Current or Former Tenant:	Current _____ Former _____
Length of Tenancy:	From _____ to _____

Company Name:	
Contact Person & Title:	
Contact Information:	
Telephone Number:	
Email Address:	
Current or Former Tenant:	Current _____ Former _____
Length of Tenancy:	From _____ to _____

ATTACHMENT J

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

This Commission Agreement ("Agreement") is entered into as of this day of, 20____, by and between ("Owner") _____, The State of Florida ("Tenant") _____, And ("Tenant Broker") _____.

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

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

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

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

New Leases:

Total Aggregate Gross Base Rent Commission Rate

The first \$ 0.00 - \$500,000	3.50 %
The next \$ 500,001 - \$2,500,000	3.25 %
The next \$2,500,001 - \$4,500,000	3.00 %
The next \$4,500,001 - \$6,499,999	2.75 %
The next \$6,500,000 and over	2.50 %

Warehouse/Storage/Hangar:

Total Rent for the Base Term of the Lease 0 – 5,000 square feet 2.0%

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

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

1) **PAYMENT OF COMMISSION:** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said Commissions based on a separate agreement between Tenant and Tenant Broker.

3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from om the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.

Lease Number: 7001183

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

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

5. AUTHORITY TO SIGN: Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.

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

7. FAILURE TO PAY: Should the owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.

8. NOTICES:

To Tenant Broker: _____

To Owner _____

To Tenant _____

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

AGREED AND ACCEPTED this _____ day of, 20____

<p>TENANT: Department of Corrections</p> <p>(X) _____</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p>OWNER:</p> <p>(X) _____</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p>TENANT BROKER: CBRE</p> <p>(X) _____</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>
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