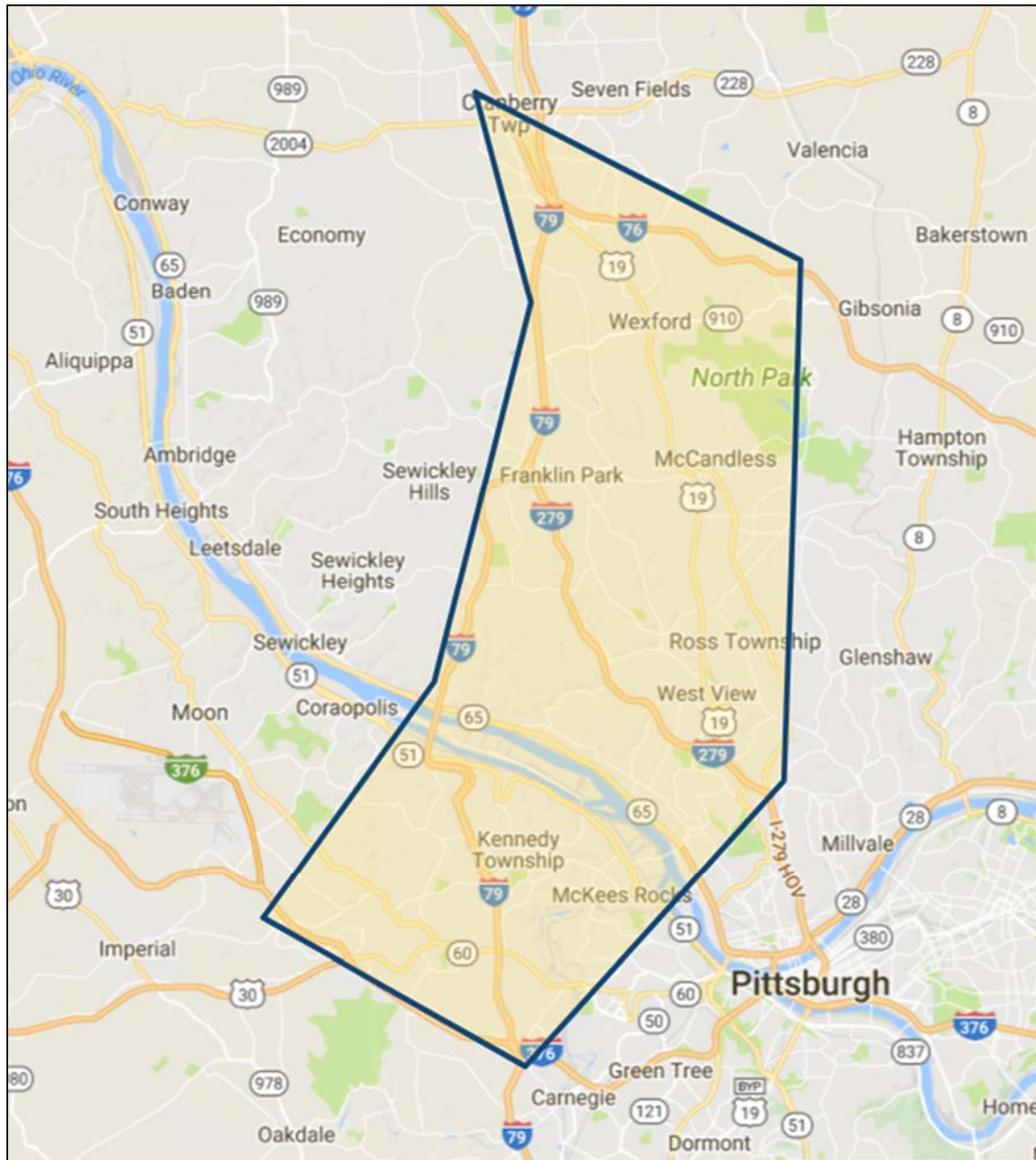




State of Florida
Department of Management Services
Invitation to Negotiate (ITN) 730:0408

Attachment A
Wexford, PA Boundary Map



Item Num	Space	Quant	at Sqft	Space Requirements INVITATION TO NEGOTIATE (ITN) 730:0408	Minimum Drop Needs			Flooring	Locking
					Ph.	Data	Elec		
1B	GTA Program Director	0	110	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1' x 6', next to or in the door (no blinds or shades are to be added) to allow visual observation of the office. The acoustics shall be sufficient to maintain confidentiality. This office my require a lessor supplied workstation.	0	0	0	carpet	1
2B	GTA Regional Manager	1	110	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1' x 6', next to or in the door (no blinds or shades are to be added) to allow visual observation of the office. The acoustics shall be sufficient to maintain confidentiality. This office my require a lessor supplied workstation.	1	1	2	carpet	1
3B	GTA Service Center Manager Office	1	110	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1' x 6', next to or in the door (no blinds or shades are to be added) to allow visual observation of the office. The acoustics shall be sufficient to maintain confidentiality. This office my require a lessor supplied workstation.	1	1	2	carpet	1
4B	GTA Supervisors	2	110	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1' x 6', next to or in the door (no blinds or shades are to be added) to allow visual observation of the office. The acoustics shall be sufficient to maintain confidentiality. A panic light needs to be installed outside the office.	1	1	2	carpet	1
5B	GTA Employee work area	28	64	8x8 cubicle - must have locking cabinets, articulating key board tray and task lighting. A panic light needs to be installed outside the office. The workstation panels are to be configured to produce maxium privacy and minimum access to work space.	1	1	2	carpet	
8	GTA - Hoteling	0	64	6x6 cubicle - must have locking cabinets, articulating key board tray and task lighting for every 2 tele-commuting FTE. The workstation panels are to be configured to produce maxium privacy and minimum access to work space.	0	0	0	carpet	
9B	GTA DCSA Office/Workroom Combo	0	64	Shall have a glass panel, at least 1' x 6', next to or in the door to (no blinds are or shades are to be added) allow visual observation of the office. Perimeter walls shall extend beyond ceiling to roof or next floor or have a drywall type ceiling with a hard coat of plaster to prevent access. The acoustics shall be sufficient to maintain confidentiality.	0	0	0	VCT	5 & 2
16	GTA Accountant Safe Room	0	64	Shall have a glass panel, at least 1' x 6', next to or in the door to (no blinds are or shades are to be added) allow visual observation of the office. Perimeter walls shall extend beyond ceiling to roof or next floor or have a drywall type ceiling with a hard coat of plaster to prevent access. The acoustics shall be sufficient to maintain confidentiality. This office my require a lessor supplied workstation.	0	0	0	-	5 & 2
24B	GTA LAN Telecom	1	50	Perimeter walls shall extend beyond ceiling to roof or next floor or have a drywall type ceiling with a hard coat of plaster to prevent access from adjoining areas. Hard ceiling, must be climate controlled, must be locking with card reader. The temperature of the room is not to exceed 75 degrees at any time. A dedicated circuit and A/C unit may be required.	1	1	2	VCT	5 & 2
53	GTA DCSA Workroom	1	100	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1'x6', next to or in the door (no blinds or shades are to be added) to allow visual observation of the office.	1	1	2	carpet	1
25B	GTA Open File Area	1	288	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard. Where work space counters are provided, base cabinets will also be provided.	1	1	2	carpet	
26B	GTA Break Room	1	200	Break room(s) built out to include 30" mica counter top and large, double stainless steel sink with hot/cold water (water heater to be provided by the Lessor) and garbage disposal. Cabinets overhead and below with adjustable shelving and with drawers in bottom cabinets, at least 10 linear feet each. Allow cut out for a refrigerator (to be purchased by the Lessor) and allow space to house microwaves in cabinet. Mica back splash for easy maintenance along wall above counter top. Install water lines for refrigerators. A minimum of four duplex outlets shall be installed over the counter for the installation of microwave ovens and coffee makers. Three additional outlets are also needed for soda/vending machines. A trash can, paper towel dispenser and soap dispenser are also needed. Any appliance purchased by the Lessor is to be Energy Star Compliant and maintained by the Lessor (if have doors, handles to be a # 3).	0	0	4	VCT	
27B	GTA Supply Storage	1	100	Program to supply cabinets.	1	1	1	VCT	1
28B	GTA Team Meeting Room	1	110	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1'x6', next to or in the door (no blinds or shades on or beside door) to allow visual observation of the office.	1	1	2	carpet	3

Item Num	Space	Quant	at Sqft	Space Requirements INVITATION TO NEGOTIATE (ITN) 730:0408	Minimum Drop Needs			Flooring	Locking
					Ph.	Data	Elec		
32	GTA Mail Room	1	100	Perimeter walls shall extend beyond ceiling to roof or next floor or have a drywall-type ceiling with a hard coat of plaster to prevent access from adjoining areas. Room must be securable. Mail slots to be on a flat wall. Lessor to provide base cabinets and counter tops for work area.	1	4	4	VCT	3
33	GTA Mail copy fax combo	1	100	VCT to be under copier. Lessor to provide base and counter tops for work area.	1	4	4	VCT/c arpet	-
34	GTA Small Conference Room	1	250	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1'x6', next to or in the door (no blinds or shades on or beside door) to allow visual observation of the office. The conference room/training room shall have air conditioning return exchange units. One wall is to be white to project information on. Light to be on a dimmer switch. Chair rail to be installed. Wired for cable TV. Ceiling fan(s) to be installed so as not to obstruct light. A 1 1/2"conduit needs to be run from the ceiling projector area to a specified wall for future use	1	2	2	carpet	3
65	GTA Auditor Workstation	1	64	8x8 cubicle for data downloads and use of special software. Cubicle must have locking cabinets, articulating keyboard tray and task lighting.	1	1	2	carpet	-
66	GTA Accountant Safe Room	1	66	This room shall have a solid door with no windows either in the door or next to it in the wall, and the door needs a deadbolt. Program will supply their own shelving. The total room size shall be approx. 130 sqft, it is to include line 16.	1	1	2	carpet	
58	GTA - Reception Lobby	1	250	Must have an access door with electrical door lock release buttons. Chair railing, wired for cable TV and ceiling fans to be installed in lobby reception/area. Bench type seating to be installed per the Department's seating requirements. Tamper proof covers to be installed on outlets and alarm pulls. Built-in cabinetry to hold computers or other documentation shall be provided. Design to be determined at a later time.	1	1	2	vct	5 & 2
59	GTA - Front Counter	0	24	Security doors in main reception area shall also have glass observation panels in the door or wall next to the door, Perimeter walls shall extend beyond ceiling to roof or next floor or have a drywall-type ceiling with a hard coat of plaster to prevent access from adjoining areas.	0	0	0	carpet	5 & 2
60	GTA - Interview Rooms	1	128	Client side to be VCT. Employee side shall be hard walled offices and have glass panel, at least 1'x6' next to or in the door (no blinds or shades are to be added) to allow visual observation of the office. Rooms to be carpeted, with a panic alarm button that rings in common area of the facility. Employee work area to have locking drawers and an articulating keyboard.	1	1	2	VCT / carpet	1 & 3
61	GTA - Multipurpose Room	1	608	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, shall have a glass panel, at least 1'x6', next to or in the door (no blinds or shades are to be added) to allow visual observation of the office. The multi-purpose room shall have air conditioning return exchange units. One wall is to be white to project information on. Light to be on a dimmer switch. Chair rail to be installed. Wired for cable TV. Also need a folding divider wall to split room in half. Drops and outlets to be split half on each side of room. Ceiling fan(s) to be installed so as not to obstruct light. A 1 1/2"conduit needs to be run from the cieling projector area to a specified wall for future use. There shall be a secured storage area within this space, dimentions and size to be agreed upon during space planning.	2	4	6	carpet	2 & 5
62	GTA - Secured Evidence Room	0	180	This room shall have a solid door with no windows either in the door or next to it in the wall, and the door needs a deadbolt. Program will supply their own shelving.	0	0	0	carpet	5
63	GTA - Secure File Room	1	288	Shall have a glass panel, at least 1'x6', next to or in the door (no blinds or shades on or beside door) to allow visual observation of the office. Perimeter walls shall extend beyond ceiling to roof or next floor or have a drywall-type ceiling with a hard coat of plaster to prevent access from adjoining areas. Shall have additional vents for proper cooling.	1	1	2	carpet	2 & 5
64	GTA - Remote Doc. Proc	1	150	Shall have a glass panel, at least 1'x6', next to or in the door(no blinds or shades on or beside door) to allow visual observation of the office. This door requires a lock.	1	1	2	carpet	1
68B	EXE Library	1	42	Carpet - 68.8 oz. per sq. yard, 26 oz. face weight per sq. yard, this area shall be located near the EXE Staff. The program to supply cabinets.				carpet	

Item Num	Space	Quant	at Sqft	Space Requirements INVITATION TO NEGOTIATE (ITN) 730:0408	Minimum Drop Needs			Flooring	Locking
					Ph.	Data	Elec		
	Rest Rooms	Per code		Each restroom is to equipped as follows: shall meet all DCA/ADA, local and state requirements. All shall be supplied with hot & cold water. Lessor to provide water heater, air deodorizers, trash cans, exhaust fans and two paper towel dispensers. Sanitary napkin receptacles to be accessible to each water closet station in the women's restrooms. Disposable sanitary seat covers to be provided in each water closet. One full length mirror to be provided in staff restrooms. Public restrooms shall be accessible from the reception area or common areas and separate from the staff restrooms for security purposes. Both male and female restrooms shall have a baby diaper changing station.				per code	
	Exterior Doors			All doors leading outside the building, with the exception of the main entrances, are to be equipped with interior push bar release locks and a singular cylinder deadbolt lock, with battery back up to supply electricity for no less than 6 hours when power is lost. Doors to automatically lock upon closure and require an electronic key card or proximity card reader to gain entry.					
	Main Entrance Door			Main entrance to have a singular cylinder deadbolt lock. Main client entrance shall be programmed to lock at the end of the scheduled work day at 5:00 p.m. and unlock at the beginning of each day at 8:00 a.m. as stated by programs management and to include a dead bolt.					
GTA Parking Needs: Total 32									
Lock and Door Knob Types									
	<u>Common Name</u>	<u>Code</u>		<u>Description</u>					
	Keyed Lock Set	1		Outside lockable by key, inside handle always unlocked all keys to be master keyed unless noted					
	Key Fob	2		Electronic strike entry, allows for electronic release and monitoring					
	Passage	3		Rotating door handles, neither of which lock					
	Privacy	4		Lockable on one side commonly by push button, emergency release on the opposite side					
	Store Room	5		Always locked on outside requiring key for entry with rotating door handle which never locks for safe exit					
Requirements above are the minimum, final approval to be given by DOR prior to construction									
All buildings standards are to follow the United States Department of Justice 2010 ADA Standards. ADA information is available at www.usdoj.gov/crt/ada/adahom1.htm									



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408

ATTACHMENT C

Lease Number: _____

Preamble

Lease Commencement: _____

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

Parties

Lessee: _____

Agency Name

Address: _____
Street City State Zip Code

Lessor: _____

Lessor Name

Address: _____
Street City State Zip Code

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

1. Description

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

Description:

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

Address: _____
Street City State Zip Code

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

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

2. Term & Renewals

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

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

for a term of _____ months.

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

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

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

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

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

7. Accessibility and Alterations

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

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

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

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

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

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

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

8. Applicable Laws

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

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

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

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

9. Heating and Air Conditioning

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

10. Compliance with Fire Safety Standards

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

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

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

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

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

11. Injury or Damage to Property

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

12. Expiration of Term

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

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

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

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

Lessor Initial: _____

Page 6 of 8

Form 4054

Lessee Initial: _____

Rev. Date 8/15

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

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	_____	____/____/____ Date
X _____ Witness #1	_____	____/____/____ Date
X _____ Witness #2	_____	____/____/____ Date

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

X _____ Agency Head or Authorized Delegate	_____	____/____/____ Date
X _____ Agency Office of General Counsel	_____	____/____/____ Date

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

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Liquidated Damages
ADDENDUM: A

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 \$758.76 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

Lessor:

**Lessee: The State of Florida
Department of Revenue**

By: _____

By: _____
Clark Rogers
Director Financial Management

Date: _____

Date: _____

Approved as to form and legality,
subject to proper execution by the
parties.

By: _____
Office of The General Counsel

Date: _____

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Janitorial Services
ADDENDUM: B

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

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

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

The following shall be done **Daily**:

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

The following shall be done **Weekly**

- Non-carpeted Areas – Damp mop and spray buff

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

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

The following shall be done **Annually**:

- Machine clean all carpets throughout the facility

WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

The following shall be done **Weekly**:

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

The following shall be done **Monthly**:

- Dust or vacuum HVAC registers

The following shall be done **Annually**:

- Dust all light fixture diffuses and dust light bulbs

WINDOWS AND GLASS

The following shall be done **Daily**:

- Spot clean entrances and vicinity glass both in and outside
- Spot clean directory and internal glass or windows

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

- Clean inside of external windows

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Janitorial Services
ADDENDUM: B

WATER FOUNTAINS

The following shall be done **Daily**:

- Clean and sanitize

FURNISHINGS

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

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

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

- Vacuum all drapes, Venetian blinds, or curtains

TRASH AND REFUSE

The following shall be done **Daily**:

- Empty and clean all trash receptacles. Receptacle liners are to be used
- Change as necessary
- Remove all collected trash to external dumpsters or trash containers
- In conference rooms, reception areas, etc., remove accumulated trash, i.e paper cups, soda cans, etc.

CIGARETTE URNS AND ASHTRAYS

The following shall be done **Daily**:

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

ELEVATORS – (IF APPLICABLE)

The following shall be done **Daily**:

- If carpeted, vacuum
- If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots
- Clean hardware and control panels

The following shall be done **Weekly**:

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

STAIRWELLS – (IF APPLICABLE)

The following shall be done **Daily**:

- Remove accumulated trash
- Spot sweep as required

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STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Janitorial Services
ADDENDUM: B

The following shall be done **Weekly**:

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

RESTROOMS

The following shall be done **Daily**:

- Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers
- Clean and polish mirrors
- Empty and sanitize trash and sanitary napkin receptacles
- Replenish supplies of tissue, towels, toilet seat liners and soap
- Check and replace, as necessary, deodorizer bars/room air freshener units

The following shall be done **Monthly**:

- Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color

LOUNGE AND KITCHEN AREAS – (IF APPLICABLE)

The following shall be done **Daily**:

- Clean and sanitize sinks and counter areas
- Replenish paper towels and hand soap

The following shall be done **Weekly**:

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

MAINTENANCE SERVICES

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

- Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
- All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every five (5) years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed. High traffic areas shall be repainted annually when requested by the Department. When painting is to be done it shall be with low or no VOC paint.
- Perform such other services as are necessary to keep the facility clean and in a sanitary condition.
- All carpeting throughout leased area shall be replaced, meeting original specification, every five (5) years. Worn areas shall be replaced as needed. Broken, chopped tiles shall be replaced when damage occurs. Any alteration to this schedule shall be made and agreed to by both parties in writing.

In providing any or all of the before mentioned services:

- Janitorial staff is to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.

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STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Janitorial Services
ADDENDUM: B

- Only actual employees of the janitorial contractor are to be admitted to the premises.
- During cleaning, all outside doors are to be locked and janitorial staff is not to provide access into the facility to anyone.
- Janitorial staff is to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.
- Janitorial/Recycling Services are to be performed during all hours of occupancy at no additional cost to the Department (Lessee).

RECYCLING PROGRAM:

Section 403.714 Florida Statutes mandates that each agency shall have a resource recovery recycling program in effect for all space occupied, including private sector lease space. The state is required by law to collect white office paper.

A. The Lessor shall be required:

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

B. The janitorial staff shall be required:

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

C. The recycling contractor shall:

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

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

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Janitorial Services
ADDENDUM: B

Lessor:

Lessee: The State of Florida
Department of Revenue

By: _____

By: _____
Clark Rogers
Director, Financial Management

Date: _____

Date: _____

Approved as to form and legality, subject to proper execution by the parties.

By: _____
Office of The General Counsel

Date: _____

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
Employment Eligibility Verification

ADDENDUM: C

LEASE NUMBER: _____

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

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

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

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

Lessee

(x) _____

Lessee Signature

Name/Title

Date

The Florida Department of Revenue

Lessor

(x) _____

Lessor Signature

Clark Rogers / Director, Financial Management

Name/Title

Date



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum Proposal Submitted by The Lessor
ADDENDUM: D

All proposals submitted by the Lessor for Lease number, 730:0408 located at _____, are incorporated into this Lease Agreement. This lease shall incorporate, among other provisions, the contents of the solicitation document (ITN or QSP) and the successful Offer's response to this solicitation.

Upon receipt of a lease from the Department of Revenue, the Offeror shall have 30 (thirty) days to execute and return said lease, unchanged, to the Department of Revenue. The Department of Revenue reserves the right to cancel the ITN offer, withdraw said offered lease, and re-issue a solicitation for office space should the Offeror fail or refuse to return said offered lease (executed and unchanged) within 30 (thirty) days of receipt.

Lessor:

**Lessee: The State of Florida
Department of Revenue**

By: _____

By: _____
**Clark Rogers
Director Financial Management**

Date: _____

Date: _____

Approved as to form and legality,
subject to proper execution by the
parties.

By: _____
Office of The General Counsel

Date: _____

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum Florida Law Venue
ADDENDUM: E

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

Lessor:

By: _____

Date: _____

Lessee: The State of Florida
Department of Revenue

By: _____

Clark Rogers
Director Financial Management

Date: _____

Approved as to form and legality,
subject to proper execution by the
parties.

By: _____

Office of The General Counsel

Date: _____

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



DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum Air Quality Addendum
ADDENDUM: F

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

1. Indoor Air Ventilation & Minimum Moisture Standards:

Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2016. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity. Temperatures shall be maintained at 75 degrees Fahrenheit during the heating and cooling season. Temperatures may be adjusted periodically to achieve employee comfort. Unit(s) are to be equipped with automatic thermostat(s) fitted **with tamper proof covers**. The system shall be tested and balanced prior to occupancy and adjusted after occupancy until desired temperature and balance are achieved.

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

To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2013, Assessment, Cleaning and Restoration of HVAC Systems. Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Filters (if applicable) on fresh air intake vents shall be cleaned or replaced bi-monthly. The Lessor shall maintain a monthly service record, showing the dates, the maintenance cleaning and inspection were made, and filters were replaced. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.

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

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



DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum Air Quality Addendum
ADDENDUM: F

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

3. Moisture Intrusion & Mold Amplification:

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

4. Lessee's Remedy to Indoor Air Quality:

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, Radon, Asbestos, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes). Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator. Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. Remediation, construction, and painting shall be conducted under ventilating and occupancy conditions that shall not result in indoor air quality complaints. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor.

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



**DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum Air Quality Addendum
ADDENDUM: F**

Lessor:

By: _____

Date: _____

**Lessee: The State of Florida
Department of Revenue**

By: _____

**Clark Rogers
Director Financial Management**

Date: _____

Approved as to form and legality,
subject to proper execution by the
parties.

By: _____

Office of The General Counsel

Date: _____

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Security & Fire Systems
ADDENDUM: G

The Lessor shall provide, and be responsible for all costs to install and maintain an electronic security system to detect unauthorized after-hours entry and provide for access control during business hours. Monitoring of the system shall be required 24 hours per day **(Security system monitoring fee's cost to be paid by The Department of Revenue) (Lessor will pay the monitoring fee's cost for the Fire systems)** and provide rapid response by local law enforcement officers to unauthorized entry after-hours.

The Department may require more than one alarm system and entry system that shall allow different sections control of the system in their area. The monthly fee for monitoring the system and reprogramming due to employee turnover shall be paid by the Lessee. **The Lessor shall own, maintain, and pay for all equipment associated with the security and fire alarm system and false alarms.**

Lessor:

By: _____

Date: _____

Lessee: **The State of Florida**
Department of Revenue

By: _____
Clark Rogers
Director Financial Management

Date: _____

Approved as to form and legality,
subject to proper execution by the
parties.

By: _____
Office of The General Counsel

Date: _____

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
Addendum for Telecommunications and Cabling Requirements
ADDENDUM: H

TELECOMMUNICATIONS SYSTEMS AND CABLING REQUIREMENTS

Table of Contents

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Definition of Terms

1. **SECURITY ROOM / SECURED AREA / RESTRICTED AREA** – A **Security Room** is a room that has been constructed to resist forced entry and must meet the **Minimum Protection Standards** established in **Communications Room Security Policy #IS020** (see Appendix B). The following shall be designated, but not exclusive of, a security room:
 - a. Service Entrance
 - b. Telecommunications Room
 - c. Equipment Room

2. **Equipment Rooms (ER) and Telecommunications Rooms (TR), (often referred to as wiring closets)** are the locations within a building where cabling components such as **19” Equipment Racks, Cross-Connects** and **Patch Panels** are located. The **Equipment Room (ER)** is the primary location where the horizontal structured cabling system originates. If the site is a larger site, there may be a need for one or more **Telecommunications Rooms (TR)** connected to the primary **Equipment Room (ER)** via Back-Bone Cabling systems.
 - a. **Horizontal Cabling** is terminated in the (ER/TR) on **Data Patch Panels** and then uses horizontal pathways to reach **Work Areas (WA)**.

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STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
ADDENDUM: H

NOTE: Equipment and Telecommunications Rooms shall be designated as “security rooms” or a “secured area”, and be designated as “Restricted Areas” and meet the Minimum Protection Standards established in Communication Room Security Policy #IS020 (see Appendix B).

3. Equipment Room (ER) - An Equipment Room (ER) is the primary location of the core of the building’s Structured Cabling System. This is a location, where the Service Entrance (SE) lines, shall interface with the buildings Structured Cabling Systems, via a Main Cross-Connect (MC).

NOTE: In smaller office locations, the Equipment Room (ER) may also function as a Telecommunications Room (TR).

TELECOMMUNICATIONS ROOMS (TR) - The Telecommunications Room (TR) is an additional location where Horizontal Cabling from (WA)’s, are terminated in Data Patch Panels mounted in 19” Equipment Racks.

4. Telecommunications Rooms (TR) are used when additional connectivity is required between the core of the network in the Equipment Room (ER), and Work Areas (WA) not serviced by the cabling connected to the Patch Panels in the primary Equipment Room (ER).

NOTE: Multiple Telecommunications Rooms (TR) may be required to service a large office complex and/or Multi-Story building application.

NOTE: All Telecommunications Rooms (TR) shall be directly connected to the primary Equipment Room (ER) via Back-Bone Cabling Systems if served out of different physical rooms.

5. SERVICE ENTRANCE (SE) - A Service Entrance (SE) shall be provided to allow the entrance of Telephone Company and Service Provider lines into the building.

6. MAIN CROSS-CONNECT (MC) - The Main Cross-Connect (MC) is where the Demarcation Point is located. It is where lines from the Telephone Company and the Data Service Providers cabling systems interface with the building’s Structured Telecommunications Cabling Systems. It is typically located in the (ER) where the in-house cabling systems connect with the Service Provider’s cabling, allowing us to extend the services into the (ER).

7. Demarcation Point - Also called Point of Demarcation (POD), Demarc extension, or Demarc, it is the physical point at which the public network of a telecommunications company (i.e., a phone or cable company) ends and the private network of a customer begins. This is usually where the cable physically enters a building via a Service Entrance and is located in the (MC) or (ER).

8. Extended Demarcation Wiring for Data Circuit – *It is the responsibility of the Lessor to provide demarcation extensions.* To allow for the connection of Data Services from the (MC) to the (TR) there shall be two (2), Single Mode Fibers and two (2), Category 6, Back-Bone cables installed from the (MC) to the (ER/TR).

- a. Single Mode fibers installed from (MC) to (ER/TR).

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STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
ADDENDUM: H

- a. These will be terminated using **LC** connectors in a **surface mounted service enclosure** mounted on the Back-Board in the **(MC)**
- b. In the **(ER/TR)** they will terminate using **LC** connectors, in a **2U** high **Extended Demarcation Point Termination Module / (IC)** mounted near the top of the **19" Equipment Rack**.
- b. **Category 6** shall be terminated in the **(MC)** in a **surface mounted service enclosure**, that shall be mounted on the **Back-Board** and in the **(TR)** the Cat 6 and cables will terminate in RJ45 interfaces wired using **ANSI/TIA 568-B pinout**, in the **Extended Demarcation Point Termination Module/ (IC)** that is mounted near the top of the **19" Equipment Rack**.

NOTE: If the **(MC)** to the **(TR)** distance is in **excess of 90 meters** the Lessor shall **not** be required to install the two (2) Category 6 demarcation extensions.

9. **Extended Demarcation Wiring for Telephone System** – *It is the responsibility of the Lessor to provide demarcation extensions.* All telephone lines/numbers from the **Demarcation Point** present in the **(MC/ER)**, shall be extended from the **(MC/ER)** to the **(TR)** via 24/AWG unshielded twisted pair **Back-Bone** cabling. There shall be sufficient 24/AWG unshielded cabling installed between the **(ER)** and the **(TR)** to support the need of the tenant. Extended telephone lines shall be terminated in a **Voice Patch Panel** mounted in the top of the **19" Equipment Rack** in the **(ER/TR)** directly below the **Extended Demarcation Point Termination Module/ (IC)**.
10. **19" EQUIPMENT RACK - 2 Post** Standard Computer Equipment Rack.
11. **INTERMEDIATE CROSS CONNECT (IC) WHICH IS ALSO REFERRED TO AS THE EXTENDED DEMARCATION POINT TERMINATION MODULE, FOR 19" EQUIPMENT RACK-** A **2U** high rack mounted patch panel capable of terminating fiber and copper extended demarcation points and back-bone cabling.
12. **VOICE PATCH PANEL** – 2U HIGH 48 PORT Voice Patch-Panels are used to terminate Extended Telephone Demarcs (phone numbers) in the Equipment Rack in the (ER) or (TR), using 8-Position, 2-Conductor interfaces, using pair 1, on pins 4 and 5 to provide dial tone.
13. **DATA PATCH PANEL** – 2U-high 48-port RJ 45 Category 6 compliant Patch panels.
14. **BACK-BONE CABLING SYSTEMS** – Backbone cabling is necessary to connect entrance facilities at the **(MC)**, to the **(IC)** in equipment rooms **(ER)**, and telecommunications rooms **(TR)** as follows:
 - a. Between **Main Cross-Connects (MC)** and **Equipment Rooms (ER)**
 - b. Between **Equipment Rooms (ER)** and **Telecommunications Rooms (TR)**,
 - c. For **Vertical Connections** between floors and
 - d. In a campus environment, cabling between various buildings' entrance facilities.
15. **HORIZONTAL CABLING SYSTEM AND COMPONENTS** – **Horizontal Cabling Systems** includes the **Equipment Racks, Patch Panels, Cross-Connects** in Telecommunications and Equipment Rooms, **Patch cords, Category 6 home runs** to the **(WA)** and the **Wall Jacks** used to terminate the Horizontal cables from the **(TR)** to the **(WA)**.

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
ADDENDUM: H

- a. All **Horizontal Cabling** and associated components need to be compliant with the minimum standards for Category 6 certification.

16. **WALL JACK** – Category 6 compliant, 4-port Quad outlets using Keystone Type inserts.

17. **WORK AREA (WA)** –A **Work Area** is where the **Horizontal Cabling System** from the (**ER or TR**) terminates at the **Wall Jacks**. This can be in a Cubicle, Office or mounted on a wall.

TELECOMMUNICATIONS AND WIRING SYSTEM - The Lessor shall provide and pay for the required materials and labor to install a structured telecommunication system(s) in accordance with the installation requirements of the selected system, from the street to the end user desk. Since different types of telecommunication systems may be installed during the life of the lease, the general facilities should allow for the support of any type of telecommunication system(s). The facilities shall be constructed in a manner that shall meet all local fire, electrical and building codes as well as the needs of the Department and provide high quality of service. Please see Diagram 2 – Facilities Sample Layout, in Appendix A.

SECTION 1 – Service Entrance, Main Cross Connect, Equipment Rooms and Telecommunications Rooms

1. **SERVICE ENTRANCE** - A **Service Entrance** shall be provided to allow the entrance of telephone company lines into the building. This entrance shall be a sleeve of corrosion resistance conduit 4 inches in diameter to ensure the protection of incoming lines. The entrance location shall be capable of allowing spare conduits of equal size for future growth. **Pull strings shall be left in all Conduit runs used to install cabling to allow for future expansion.**
2. **MAIN CROSS-CONNECT** - The **Main Cross-Connect (MC)** facility shall require a plywood backboard 4' X 8' 3/4 inch thick treated with a fire retardant material and wall-mounted. The plywood backboards shall be affixed in such a manner that it shall support the weight of the cable, terminals, and other equipment that shall be attached to it.

The **Main Cross-Connect (MC)** may be located as follows:

- A. In a locked panel box on an exposed wall, near the service entrance.
- B. In a walk-in **Equipment Room (ER)**, that houses the service entrance.
- C. In a **Telecommunications Room (TR)** that also serves as the communications **Equipment Room (ER)**.

At the **Main Cross-Connect (MC)** location there shall be:

- A. Two (2) **Dedicated Isolated Ground**, 120 VAC, 20 Amp **Quadruplex** receptacles. All isolated dedicated outlets shall be color-coded (**Orange**) to denote the **dedicated ground**. Each isolated dedicated ground circuit may have up to the maximum allowable outlets per the local electric code.

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- B. One (1) 6 AWG solid copper insulated electrical grounding wire from the building ground terminated to a 12" **Telecommunications Grounding Bar** on the (MC) backboard.
- C. A minimum light intensity level of 50 foot candles.
- D. Conduit equal in size and quantity of the service entrance conduits, to the communications **Equipment Room (ER)** if required. **Pull strings shall be installed in all conduits for future use.**
- E. Extended Demarcation Wiring for Data Circuit – *It is the responsibility of the Lessor to provide demarcation extensions.* To allow for the connection of Data Services from the (MC) to the (TR) there shall be two (2), Single Mode Fibers and two (2), Category 6, Back-Bone cables installed from the (MC) to the (ER/TR).
 - a. **Single Mode** fibers installed from (MC) to (ER/TR).
 - a. These will be terminated using **LC** connectors in a **surface mounted service enclosure** mounted on the **Back-Board** in the (MC)
 - b. In the (ER/TR) they will terminate using **LC** connectors, in a **2U** high **Extended Demarcation Point Termination Module/ (IC)** mounted near the top of the **19" Equipment Rack**.
 - b. **Category 6** shall be terminated in the (MC) in a **surface mounted service enclosure**, that shall be mounted on the **Back-Board** and in the (TR) the Cat 6 and cables will terminate in RJ45 interfaces wired using **ANSI/TIA 568-B pinout**, in the **Extended Demarcation Point Termination Module/ (IC)** that is mounted near the top of the **19" Equipment Rack**.

NOTE: If the (MC) to the (TR) distance is in **excess of 90 meters** the Lessor shall **not** be required to install the two (2) Category 6 demarcation extensions.

- 3. Extended Demarcation Wiring for Telephone System – *It is the responsibility of the Lessor to provide demarcation extensions.* All telephone lines/numbers from the **Demarcation Point** present in the (MC/ER), shall be extended from the (MC/ER) to the (TR) via 24/AWG unshielded twisted pair Back-Bone cabling. There shall be sufficient 24/AWG unshielded cabling installed between the (ER) and the (TR) to support the needs of the tenant. Extended telephone lines shall be terminated in a **Voice Patch Panel** mounted in the top of the 19" **Equipment Rack** in the (TR) directly below the **Extended Demarcation Point Termination Module/ (IC)**.

4. **EQUIPMENT AND TELECOMMUNICATIONS ROOMS**

EQUIPMENT ROOM - An **Equipment Room (ER)** location shall be provided where the service entrance lines shall interface with the Inside Building Cabling using a **Main Cross-Connect (MC)**.

TELECOMMUNICATIONS ROOM (TR) - **Telecommunications Rooms (TR)** shall be provided as required that, meet the **Minimum Protection Standards**, which requires that any **Telecommunication Room (TR)** be a "**Security Room**" or a "**Secured Area**", and be designated as "**Restricted Areas**" and meet the Minimum Protection Standards established in

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Communications Room Security Policy #IS020 (see Appendix B).

- A. The **(TR)** should be centrally located to the leased space and may also serve as the **Equipment Room (ER)**, containing the **Main Cross-Connect (MC)** facilities.
- B. (ERs) and (TRs) should be a minimum of 75 square feet with a height of at least 8 feet.
- C. The entry into the room shall be through a locked door at least 36 inches wide, and the (TR) shall only be accessible from the leased area.
- D. Lighting shall be installed to provide minimum light intensity levels of 50-Foot Candles.
- E. The room shall be served by a HVAC system, capable of maintaining a constant temperature of 72 degrees Fahrenheit (+ or - 3 Degrees), 24 hours a day, 7 days a week (24 x 7), must be dust free, and in a location where electromagnetic interference is minimal.
- F. Additional HVAC or exhaust fans may be required if the room temperature exceeds the computer equipment recommended temperature range.
- G. In the **(ER/TR)** there shall be conduit equal in size and quantity to the **Service Entrance** conduits installed from the **Main Cross-Connect (MC)** location, if required. **All conduits shall have pull strings installed.**
- H. If the **(TR)** serves as the **(ER)**, it shall contain the extended demarcation point for provider service lines, as well as the primary location for all Horizontal Cabling systems terminated for the building's structured wiring system and telecommunications equipment and **shall not contain any unrelated equipment.**
- I. A plywood backboard, 4 X 8 feet by 3/4 inches, shall be mounted on the longest unobstructed wall in the **(TR)** to support the installation any equipment necessary for the operation of telecommunication systems.
- J. An additional plywood backboard, 4 X 8 feet by 3/4 inches is required if the **(TR)** also serves as the **Equipment Room (ER)**.
- K. Where needed, there shall be mounted plywood backboards to install such devices as key service units, line and station connecting blocks, surge protector assemblies, demarcation points, main distribution wire cable, and any other equipment necessary for the operation of a telecommunication system.
- L. The plywood backboards shall be securely affixed to the wall in such a manner that it shall support the weight of the cable, terminals, and other equipment that shall be attached to it.
- M. The plywood backboards shall be treated with fire-retardant material.

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NOTE: Only Telecommunications System Components and related equipment shall be stored in the (ER/TR)—**No Unrelated Equipment may be stored in the (ER/TR).**

Cleaning and maintenance will be performed only in the presence of a Department of Revenue employee authorized to enter the room.

5. **Electrical requirements in the (ER/TR):**

- a. All isolated dedicated outlets shall be color-coded (**Orange**) to denote the dedicated ground. Each isolated dedicated ground circuit may have up to the maximum allowable outlets per the local electric code.
- b. In the (ER / TR) there shall be two (2) dedicated, isolated ground, 120 VAC, 20 Amp **Quadruplex** receptacles on each wall.
- c. In the (ER / TR) there shall be (1) each dedicated, isolated ground, 120 VAC, 20 Amp **Quadruplex** receptacle mounted immediately above the base of each rack.
- d. In the (ER / TR) there shall be one (1) 6 AWG, solid copper, insulated electrical grounding wire from the building ground, terminated to a 12" **Telecommunications Grounding Bar** on the (TR) backboard. (Cooper B-Line Manuf. Part # SBTGB or equivalent)

6. **Equipment Rack requirements in the (ER/TR):**

- e. **Equipment Racks** - The Lessor shall provide the appropriate number of equipment racks based on the size of the facility infrastructure. There shall be appropriate wire management harnesses for these racks in the Department's (ER / TR).
- f. The Equipment Rack shall be a standard, self-supporting aluminum 2-Post, 45U Relay Rack, designed specifically for use in telecommunications equipment installations, AMP-559260-1, 19" x 7' (45U x 19"EIA x 3"D) or equivalent. **The Equipment Racks must use Threaded Holes, not Square Holes.**
- g. There shall be at least one (1) equipment shelf in each 19" Rack.
- h. Wire management shall include a horizontal "ladder" cabling tray sufficient for the connection of the top of the rack system to the plywood backboard.
- i. Horizontal Wire Management shall include 2U Wire Management Panels, (1) above and (1) below each Patch Panel. (Tripp Lite Mfg. Part# SRCABLEDUCT2UHD or equivalent)
- j. Vertical Wire Management Panels are required on each side of the rack, spanning the full height (6') on both sides. (Tripp Lite Mfg. Part# SRCABLERINGVRT or equivalent)
- k. The Equipment Racks shall be securely bolted to the floor with a minimum of two bolts on each base angle plate.

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- I. The Equipment Racks shall be bonded to the building ground per electric code, using the Telecommunications Grounding Bar on the **(ER / TR)** backboard.

There shall be eight Foot (8') Category 6 Patch Cables provided for connectivity in the Telecommunications Room.

SECTION 2 – Horizontal Cabling

(These specifications are required for all sites)

HORIZONTAL CABLING INSTALLATION:

- 1) **Vendor Selection** – The Communications Cabling contractor providing quote must have a **Registered Communications Distribution Designer (RCDD)** on staff, to make sure design and installation meet the requirements of the industry standards and building codes.
- 2) **Physical Installation Processes** - All cabling installation methods and procedures shall be compliant with the most current series of ANSI/TIA-568-C standards for Structured Balanced Twisted Pair cabling installations.
- 3) **Horizontal Cabling Components** – The **Horizontal Cabling Components** extend from the **Equipment Room/Telecommunications Room (ER/TR)** to the telecommunications outlet/connector in the **Work Area (WA)** and shall meet the requirements of ANSI/TIA-568-C.2 standards for Balanced Twisted Pair Cabling Systems.

All Horizontal Cables, Wall-Jacks, Patch Panels and Patch Cables, shall meet a minimum of Category 6 compliance per **ANSI/TIA-568-C.2** for Balanced Twisted Pair cabling systems.

- A. Horizontal cabling uses a star topology
- B. **All drops shall be Homeruns** – The **Horizontal Cabling** shall be **continuous**, there shall be no splicing of **Horizontal Cabling**, from the wall jack location in the **(WA)** to the RJ-45 patch panel in the **(ER/TR)**.

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- C. There shall be at least **Two (2') feet of slack** in the cable at the **(WA)** end of the cable. Slack shall be pulled into the ceiling area when installing the wall jack assembly.
 - D. A minimum of **Two (2)** permanent links shall be provided for each work area. Additional runs may be installed at designated **Work Areas (WA)** as required.
 - E. All cable runs which enter masonry and/or masonry walls shall be in a half-inch conduit. All conduit ends shall have a plastic end cap to protect against sharp edges.
 - F. Additional line locations not specified in this section shall be indicated on blueprint as to their termination points. These lines shall be installed technically equivalent to those installed in the permanent and modular unit locations and shall require the same modular Quad outlet wall jacks as used in the rest of the **Work Areas (WA)**.
 - G. Each 4-pair cable shall be terminated to an 8-position, Category 6 certified RJ45 modular jack at the **Work Area (WA)** utilizing Keystone Type inserts.
 - H. The **maximum** Category 6, horizontal copper/ UTP **cable length shall be 90 m** (295 ft.) Each 4-pair cable shall be terminated to an 8-position RJ45, **Data Patch Panel** in the **Equipment Room/Telecommunications Room (ER/TR), ANSI/TIA-568-B**.
- 4) The **Work Area (WA)** telecommunications outlet and connectors shall meet Category 6, ANSI/TIA-568-C.2 standards at a minimum.
- a) Category 6, RJ45, 4-Port Modular Jack Wall plate using Keystone inserts;
 - b) Category 6, RJ45 Modular Jack Insert; LEVITON Manufacturer Part #5G108-RL5 or equivalent
 - i) All Cat 6, jacks shall be terminated TIA/EIA T568B
 - c) Category 6 Patch Cables, ten (10') Feet in Length for each (WA), connection shall be provided by Lessor.
- 5) **Equipment Room/Telecommunications Room (ER/TR) Horizontal Cross-Connect (HC)** Horizontal Cabling shall be terminated to in the (ER/TR) on a 48 port, 2RU, 110-RJ45 **Data Patch Panel**. **(ER/TR) Data Patch Panel** components must be Category 6 compliant, at a minimum and consist of the following or equivalent components:
- a) Category 6, 48-Port, 2U, 110-RJ45 Patch Panel; LEVITON Manuf. Part #5G596-U48 or equivalent.
 - i) The 48 Port, 2U, 110-RJ45 Patch Panel **(HC)** shall be permanently installed on the provided 19" Equipment Rack in the **(ER / TR)**
 - ii) All Cat 6, Patch Panels shall be terminated **ANSI/TIA-568B**.
 - iii) All Cat 6, Patch Panels ports in a common **(ER)** or **(TR)** shall be numbered sequentially, with no duplication of port numbers

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- iv) 2U Cable management between 48-port panels
- v) Full-length cable management on both sides of the 19-inch rack
- b) **Category 6 Patch Cables** - Eight (8') Feet in Length for each (TR) Patch Panel, connection shall be provided by Lessor.
- 6) **Category 6, Horizontal Cabling System Rating** – Regarding the advertised capability of the installed cabling system, the lowest-rated component determines the overall rating of the cabling system (permanent links or channels). All cabling must pass ANSI certification testing per the latest revision of ANSI/TIA-568-C.2 standard and results must be provided to the Department of Revenue.

CABLING, PATCH-PANEL AND WALL-JACK LABELING -

Backbone Cabling – All fiber optic and Category 6 Backbone Cabling shall be permanently labeled as follows:

- 1) Each Fiber / Category 6 cable shall be permanently labeled at each end with a unique, 2-digit cable number.
- 2) Each Fiber Enclosure shall be permanently labeled using an “xx-yy-zz” identifier.
 - a) The “xx” identifies the type of room that the optical fiber is terminated in, either an **Equipment Room (ER)**, or a **Telecommunications Room (TR)**
 - b) The “yy” identifies the number of the room that the optical fiber is terminated in, either an **Equipment Room (ER)**, or a **Telecommunications Room (TR)**
 - c) The “zz” identifies the unique, 2-digit cable number.
 - d) **Example 1: Equipment Room (ER) # 1, Cable number 2 = Label “ER-01-02”**
 - e) **Example 2: Telecommunications Room (TR) # 3, Cable number 5 = Label “TR-03-05”**

Horizontal Cabling - Each **Work Area (WA)** telecommunications outlet shall have a unique label placed on the Faceplate or cover of the jack to identify the outlet per the following standard:

- 1) Each **(WA)** Outlet label will contain an “xx-yyy” identifier.
 - a) The “xx” is the number of the Telecommunications Room **(TR)** that the particular **(WA)** Telecommunications Outlet is terminated in. (TR # 1 = 01)
 - b) The “yyy” is the number of the **(WA)** Telecommunications Outlet, which shall correspond to RJ45 Patch Panel port number it is terminated to in the **(TR)**. (Pt 15 = 015)
 - c) Example: (TR1), Patch Panel Port 15 = (WA) Outlet Label “01-015”

SECTION 3 – Horizontal and Vertical Cabling for Sites with more than one floor or Telecommunications Room (TR)

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Horizontal and Backbone Specifications for SITES utilizing multiple floors and/ or multiple TRs

- A. Where **Telecommunication Rooms (TRs)** are not located on a common floor with the **Equipment Room (ER)**, the Lessor shall provide Backbone Cabling facilities consisting of either:
- Multi-mode fiber optic cable (Multimode optical fiber cabling: OM3; 850-nm laser-optimized 50/125 μm is recommended, OM2; 50/125 μm is allowed.
 - 100-ohm Balanced Twisted-Pair cabling (Category 6), from the **Main Cross-Connect (MC)** to an **Intermediate Cross-Connect (IC)**, in each (TR).
 - Copper Cable Specifications** – A minimum of two (2) permanent links will be provided to at least one (TR) per floor, and must be terminated on a dedicated RJ45 Patch Panel in each (ER) and (TR)

NOTE: If the (MC) to the (TR) distance is in **excess of 90 meters** the Lessor shall **not** be required to install the two (2) Category 6 demarcation extensions

- Topology must be Star Topology per ANSI/TIA-568-C standards
- Optical Fiber Specifications - The terminal ends of all fiber cable strands shall be terminated with **LC** Connectors. The connectors shall be mounted on patch panels and installed in 19-inch Rack Mounted Intermediate Cross Connect (IC), where an Equipment Rack is available, or alternatively, in a Wall Mounted Fiber Enclosure if no Equipment Rack is present. All fiber cabling and components shall comply with the following ANSI/TIA-568-C.0 standards:
 - Multimode optical fiber cabling: OM3; 850-nm laser-optimized 50/125 μm is recommended, OM2; 50/125 μm is allowed.
 - Multimode optical fiber cabling must contain a minimum of 6 strands of fiber.
 - Multimode optical fiber cabling shall be terminated on both ends using LC connectors with a maximum insertion loss of 0.75 dB.
 - Single mode optical fiber cabling may be used where the required distance exceeds the limitations of OM3 multimode cabling for 1000BASE-SX Ethernet

Locations offering large square footage and on multiple floors or in multiple buildings, one or more additional (TR) rooms may be required.

- Where multiple Telecommunication Rooms (TRs) on the same floor are more than 250 feet apart the, Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable from the **Main Cross-Connect (MC)** to an **Intermediate Cross-Connect (IC)**, in each of the (TRs) on that floor.
- The Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable for a Horizontal Cross-Connect (HC) facility between the Telecommunications Rooms (TRs) on the common floor, per Department specification.
- Where multiple Telecommunication Rooms (TRs) are located in separate a building from the Primary Building's (ER)/ (MC) facilities, the Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable from the **Main Cross-Connect**

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location (MC) in the Primary Building, to the Main Cross-Connect location (MC) in the Secondary Building.

- h. **Single mode optical fiber cabling may be used where the required distance exceeds the limitations of OM3 multimode cabling for 100BASE-SX Ethernet.**

SECTION 4 – Horizontal Cable Documentation and Testing

(THESE SPECIFICATIONS ARE REQUIRED FOR ALL SITES)

CABLING SYSTEM DIAGRAMS

Schematic Diagrams - The Lessor shall provide an electronic copy and **Two (2)** printed sets of Cabling System Diagrams after wiring installation has been completed. The diagrams shall indicate the location and labeling information of all cabling system components.

TESTING AND TEST RESULTS - All Backbone and Horizontal Cabling elements shall be tested per **ANSI/TIA-568-C Standards**. The ANSI/TIA-568-C, series of Standards include component and cabling specifications as well as testing requirements for Category 6 Balanced Twisted Pair copper cabling.

- A. The results of each test shall meet ANSI/TIA-568-C.2 minimum standards for Backbone and Horizontal Cabling.
- B. Optical Fiber Cabling fibers must be tested and accepted using TIA/EIA 526-14 Method B
- C. The Lessor shall provide an electronic copy of the test results for all Backbone and Horizontal Cabling.

SECTION 5 – Public Address Systems

PUBLIC ADDRESS SYSTEMS - The entire facility shall be wired (including speakers and amplifiers) for a public address system and it shall be fully operational at the time of move-in. The public address system shall be installed at the lessor's expense and will have the capacity for multiple zones; as determined by the tenants' needs.

SECTION 6 – Telephone System Wiring

Telephone System Wiring – All telephone lines/numbers from the **Telephone Company Demarcation Point** present in the (MC/ER), shall be extended from the (MC/ER) to the (TR) via 24/AWG unshielded

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twisted pair cabling. There shall be sufficient 24/AWG unshielded cabling installed between the (ER) and the (TR) to support the need of the tenant.

All terminations shall be in accordance with standard telephone practices for color coding. The arrangement of 66MI-50 connection blocks, shall be in a manner that reflects good workmanship and practices. All runs shall be tested and labeled on both ends. All cables shall be placed in ceiling using wire management system components to ensure that all runs are grouped throughout the path to their destination.

- a. This cabling will be terminated in the (ER) on 66MI-50 blocks mounted on the Back-Board in close proximity to the **Telephone Company Demarcation Point**. The (TR) end of this cable, will terminate in a 110 RJ-45 Patch Panel or Panels installed at the top of the 19" equipment racks installed in the (TR).
- b. The **Voice Patch Panels** shall be of sufficient size to support the number of phones line required for the site. The **Voice Patch Panels** shall be mounted near the Top of the 19" rack in the (TR). (**See Diagram 1**)
 - a. Based on the size of the building communications infrastructure, multiple **19" Equipment Racks** may be required and if there is a need for additional Telephone Line services, additional sets of **Voice Patch Panels** shall be mounted in the top of the additional Equipment Racks, using the same methodology as used to extend the **Telephone Company** wiring to the first **Equipment Rack**.
- c. Tip and Ring wires for each phone number will be wired to conductors 4 (Ring) and 5 (Tip) in the RJ-45 jack (**See Figure 1**) to support plug and play connectivity using patch cables to allow for the quick and easy relocation of phone numbers within the building. Please reference Diagram 1 in Appendix A.
- d. It is the Lessor's responsibility to have the phone numbers from the telephone company demarcation, **Cross-Connected** to the **66MI-50** block installed in the (ER) and extended to a **110 RJ/45** Patch panel (**Voice Patch Panel**) installed in the top of the same 19" racks in the (TR), that will be used to terminate the Category 6 Horizontal Cabling runs from the **Work Areas (WA)**.
- e. These, **Cross-Connects** shall be completed and **Dial-Tone** shall be available on the day selected by the Department to occupy the facility.
- f. **Voice Patch Panels' Labels** – The Voice Patch Panels in the equipment racks in the (TR) shall be clearly labeled with the last 4 digits of the phone number associated with each port in the Patch Panel.

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- a. The Lessor shall provide two (2) printed copies of a spreadsheet documenting the complete list of 10-digit phone numbers and what port in the associated **Voice Patch Panels** the numbers are connected to. The Lessor shall also provide an electronic copy of the same information.

Section 7 – Exceptions to the Requirements

Exceptions to the “requirements” will be reviewed on a case-by-case basis and will require a detailed review of the existing space being offered. Requests for exceptions shall be reviewed and approved by the department of Revenue’s facilities management team, and signed off by the ISP Telecommunication Team’s designated representative.

Any requests to re-use existing Category 5E wiring systems shall require a complete and successful Category 5E, ANSI/TIA 568-C.2 compliant Industry Standard Certification Test before any approval can be made.

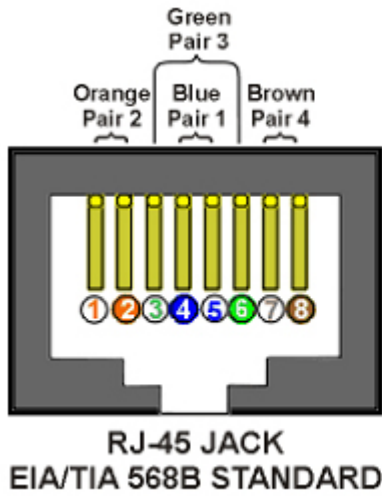
Appendix A – Diagrams

FIGURE 1: TELEPHONE LINES SHALL BE CONNECTED TO PAIR ONE (1) ON PINS 4 AND 5, IN THE CENTER OF THE RJ-45 JACK. EVERY PHONE LINE SHALL BE CONNECTED USING TIP, ON PIN FIVE (5) AND RING, ON PIN FOUR (4) IN THE RJ45 VOICE PATCH PANEL MOUNTED IN THE TOP OF THE 19” RACKS IN THE TELECOMMUNICATIONS ROOM(TR).

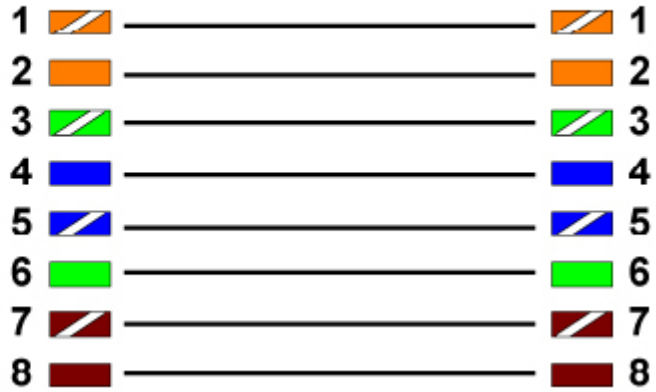
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EIA/TIA T568B Straight Through Diagram



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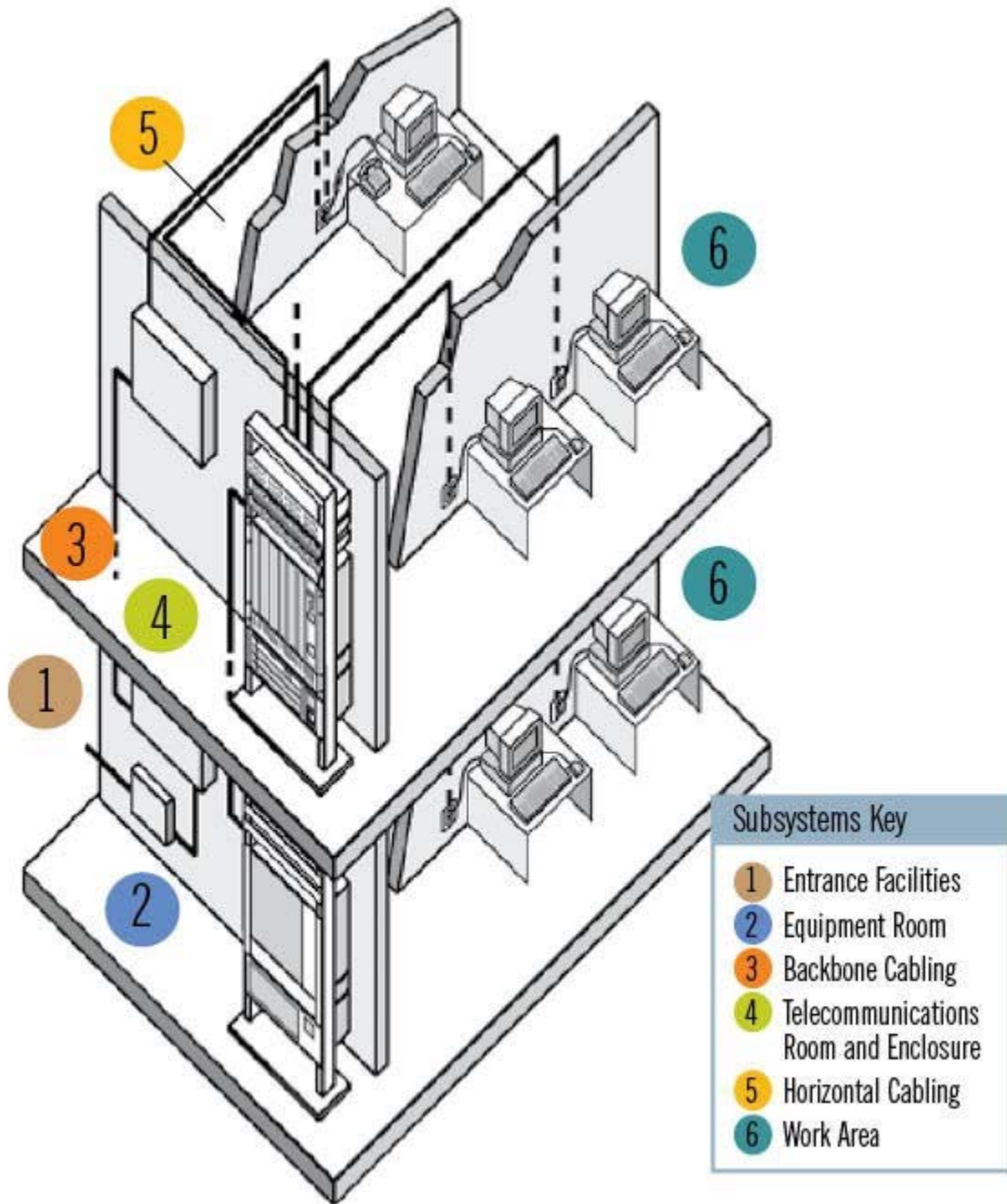


Figure 2 - Facilities Sample Layout

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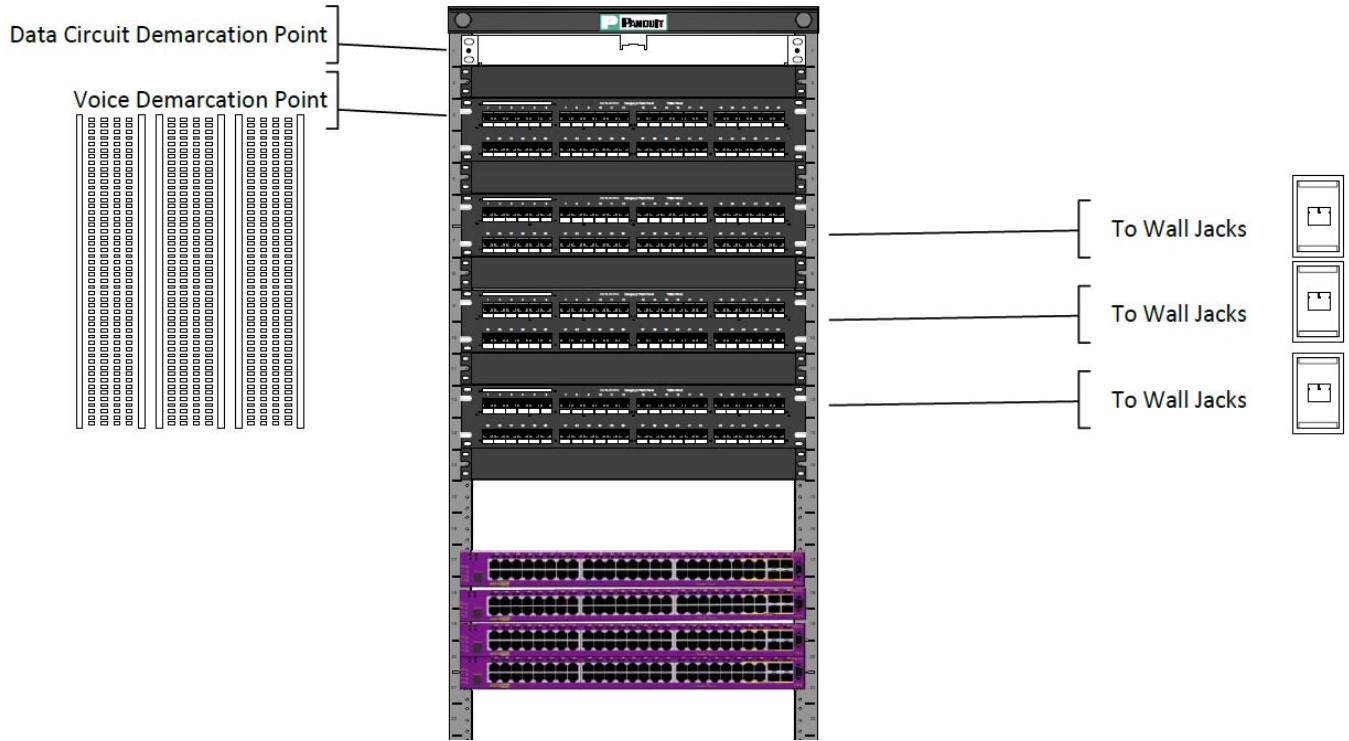


Figure 3 - Sample 19" Rack Layout

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Communications Room Security Policy Policy Number: IS020

Purpose

The purpose of this policy is to establish minimum physical security standards for Florida Department of Revenue (Department) communication rooms to reduce the potential for information tampering or physical damage to the communications system or network.

Scope

This policy shall cover all Department communications rooms in use and shall be implemented for new installations of these systems.

Policy

All state information processing areas must be protected by physical controls appropriate for the size and complexity of the operations and the criticality of the systems operated at those locations.

Physical access to central information resources facilities shall be managed and documented by the facilities manager or his or her designated representative. Physical access to central information resources facilities shall be restricted to only authorized personnel. Authorized visitors shall be recorded and supervised.

Reviews of physical security measures for information resources shall be conducted annually by the facilities manager or designated representative(s). Written emergency procedures shall be developed, updated, and tested at least annually.

While handled or processed by terminals, communications switches, and network components outside the communication room, confidential or exempt information shall receive the level of protection necessary to ensure its integrity and confidentiality.

Information resources shall be protected from environmental hazards. Environmental controls must also provide for safety of personnel.

Requirements

A. Staff Procedures

All proposals for establishment of a Communications room shall be approved by the Manager for Facilities/Leasing. Requests for exceptions/variances to the listed security will be reviewed on a case by case basis.

Staff who are assigned to these areas shall be issued a key. They shall utilize their assigned key to gain access to the area.

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Staff who have a frequent and continuing need to enter the area, but are not assigned to the area, shall be issued a card key or a unique numeric combination code to allow entrance via the card key or sequenced button activated locks. These locks are authorized for use only during duty hours. Each of these entrances shall be recorded electronically and maintained for a designated period.

All other persons (other employees and non-employees) requiring entrance to the area shall report to the main entrance of the building to sign in to the restricted area register. They will then be escorted by an employee authorized to enter the area. The restricted area register will be closed out at the end of each month and reviewed by the area supervisor. The review should determine the need for access for each individual.

B. Building/Room Procedures

Sensitive systems shall be isolated in a dedicated computing environment, and shall be correctly maintained to ensure their continued availability and integrity. These systems shall be protected from power failures and other disruptions caused by failures in supporting utilities.

A security room must be enclosed by slab-to-slab walls with a hard-top ceiling, constructed of approved materials (masonry, brick, dry wall, etc.) and supplemented by periodic inspections. All doors shall be locked with both approved deadbolts and sequenced button activated locks used in conjunction with electronic strikes. Glass in doors or windows will be security glass [a minimum of two layers of 1/8 inch plate glass with .060 inch (1/32) vinyl interlay, nominal thickness shall be 5/16 inch.] Vents or louvers will be protected by an Underwriters Laboratory (UL) approved electronic detection system that will annunciate at a protection console or a UL approved central station. Cleaning and maintenance will be performed in the presence of an employee authorized to enter the room.

A secured area must be enclosed by slab-to-slab walls constructed of approved materials and supplemented by periodic inspections, or other approved protection methods, or any lesser type of partition supplemented by UL-approved electronic intrusion detection and fire detection systems. All doors must be locked with strict key and/or combination control exercised. The area will be cleaned during duty hours in the presence of an employee authorized to enter the room. Restricted areas shall be prominently posted and separated from non-restricted areas by physical barriers and control access. A restricted area register will be maintained at a designated entrance and all visitors requiring entrance into the area shall report to the designated entrance. Visitors requiring entrance into the restricted area shall enter (in ink) in the register: their name, signature, specific restricted area requesting entrance into, purpose of entry, name of escorting employee, date and time of entry, and date and time exiting the area.

Locking systems for security rooms and security areas – Minimum requirements for locking systems are high security pin-tumbler cylinder locks that meet the following requirements:

- Key operated mortised or rim-mounted deadbolt
- Have a deadbolt throw of one inch or longer
- Be of a double cylinder design. Cylinders are to have five or more pin tumblers.
- If bolt is visible when locked, it must contain hardened inserts or be made of steel.

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
ADDENDUM: H

the key and the lock must be "Off Master." Card keys and sequenced button activated locks used in conjunction with electric strikes are authorized for use only during duty hours. Keys to secured areas not in the personal custody of an authorized employee and any combinations will be stored in a security container. The number of keys or knowledge of the combination to a secured area will be kept to a minimum.

Authority/References

United States Code

- IRS Publication 1075 – Tax Information Security Guidelines
- State of Florida Statutes
- Chapter 213.053, Confidentiality of State Tax Information
- Chapter 282, Communications and Data Processing
- Chapter 74-2, Information Technology Security

Definitions

Communications room – A room containing telecommunication or network hardware.

Security room – A room that has been constructed to resist forced entry

Secured area – An internal area that has been designed to prevent undetected entry by unauthorized persons during non-duty hours

Restricted area – An area in which entry is restricted to authorized personnel

Intrusion detection equipment – Equipment designed to detect attempted breaches of perimeter areas. These systems can be used in conjunction with other measures to provide forced entry protection for after-hours security. Alarms for fire and physical hazards are recommended.

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



STATE OF FLORIDA
DEPARTMENT OF REVENUE
INVITATION TO NEGOTIATE (ITN) 730:0408
ADDENDUM: H

Lessor:

By: _____

Date: _____

Lessee: The State of Florida
Department of Revenue

By: _____
Clark Rogers
Director Financial Management

Date: _____

Approved as to form and legality,
subject to proper execution by the
parties.

By: _____
Office of The General Counsel

Date: _____

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



STATE OF FLORIDA
Disclosure Statement
 Department of Management Services Form 4114

ATTACHMENT: D

Lease Number: _____

Purpose

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

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

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)
- c. Name of titleholder: _____
 Titleholder FEIN or SSN: _____
 Name of facility: _____
 Facility street address: _____
 Facility city, state, zip code: _____

2. Disclosure Requirements

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes No
If "Yes," please proceed to section 4.
- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.c.
- c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes No
If "Yes," please proceed to 2.d.
- d. Is the facility listed above financed with any type of local government obligations? Yes No
If "Yes," please stop and immediately contact your state leasing representative.

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

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

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

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

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT: E

FIRE MARSHAL APPROVAL

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 local Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy in conjunction with this lease.

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT F

ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

- buildings larger than 5,000 gross square feet
- spaces larger than 5,000 square feet of rentable area within an existing building

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT F

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

Computer-Based Simulation Requirements

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

1. The computer-based simulation shall be performed by an engineer licensed in Florida.
2. The computer-based simulation program shall be one of the following commercially-available software programs:
 - a. DOE-2
 - b. BLAST
 - c. eQuest
 - d. EnergyPlus
 - e. Carrier HAP
 - f. Trane TRACE
 - g. Other programs determined by DMS to be consistent with Rule 60D-4.005, FAC.

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT F

3. The computer-based simulation shall model total energy consumption for the proposed lease space.
4. The computer-based energy simulation shall model all of the following loads that exist or shall exist as a result of renovations in the proposed lease space:
 - a. lighting
 - b. internal equipment loads
 - c. service water heating
 - d. space heating
 - e. space cooling
 - f. fans
 - g. pumps

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT F

11. Delivery: The energy performance analysis shall be mailed or delivered to the department pursuant to Section 255.254(1), Florida Statutes at the address listed here:

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

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



ATTACHMENT: G

Lease Number: _____

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

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

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

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

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

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

New Leases:

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

Warehouse/Storage/Hangar:

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

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

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

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:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>OWNER:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>TENANT BROKER:</p> <p>(x) _____</p> <p>By _____</p> <p>Print or Typewritten</p> <p>_____</p> <p>Title</p>
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STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT H

SPECIAL POWER OF ATTORNEY

I, _____, _____
Name Street Address

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____. _____
Signature

STATE OF FLORIDA
 COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
Name

personally known to me, who, after first being sworn by me, affixed his/her signature in the
 space provided above this _____ day of _____, 20_____.

 Notary Public (SEAL)

 Printed Name of Notary Public My Commission Expires:

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT I

My Florida Market Place Vendor Request

To register for my Florida Market Place

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT J

W-9 Information

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

Please register or submit an updated Florida Substitute Form W-9 online at <https://flvendor.myfloridacfo.com>. More information is available on the website or contact:

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT J

Vendor Direct Deposit Authorization

Section 1: Transaction Type																			
<input type="checkbox"/> New request					<input type="checkbox"/> Change account number														
Section 2: Authorization for Setup or Changes																			
Social Security number <i>or</i> Federal Employer's Identification Number																			
Business Name																			
Business fax number			Business phone number																
Mailing address																			
City			State		ZIP code														
I authorize Direct Deposit Section to verify with the Financial Institution the accuracy of the account information provided. I authorize the State of Florida to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules. I authorize these payment instructions and accept the terms and conditions for Electronic Funds Transfer payments on the reverse side of this form.																			
Authorized Signature				Title															
Printed Name				Date															
Email address																			
Financial Institution name					Type of Account (<i>check one</i>)		<input type="checkbox"/> Checking	<input type="checkbox"/> Savings											
Account Name																			
Routing Number			<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> <td style="width: 15px;"></td> </tr> </table>													Customer Account Number			
<input type="checkbox"/>	Check this box if you do not want to receive by mail a paper copy of EFT Remittance Advice after funds are deposited in your designated account; this information is available online at http://flair.dbf.state.fl.us/dispub2/cvnphst.htm .																		
Section 3: Financial Institution																			
I have verified that the account and transit-routing numbers provided above are correct. I have further verified that the person signing as the payee is an authorized signer on the account specified above.																			
Representative Name				Representative Signature															
Title of Representative				Date															
Business fax number				Business phone number															
Mailing address																			
City			State		ZIP code														
Section 4: International ACH Transactions																			
<input type="checkbox"/>	Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. See the instruction page for further information on International ACH Transactions																		
For Florida Department of Financial Services Use Only							Send the ORIGINAL form to the address below												
DM:		COMP:		FC:			Department of Financial Services Direct Deposit Section 200 East Gaines Street Tallahassee, Florida 32399-0359												
VMP:		VV:		VB:															
VVC:		APPR:																	
Comments:																			

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT J

Instructions for Direct Deposit Authorization

Please contact us at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com if you have any questions or need assistance.

Section 1: Transaction Type: Select the appropriate transaction type(s):

- **New request** - If a payee is not currently on direct deposit with the state.
- **Change** –If payee has a current direct deposit with the state and is requesting a change to the record. (example: change of payee name, financial institution, account number and etc)

Section 2: Authorization for Setup or Changes: Enter the information of the Payee.

Note: *The social security number is required to be collected pursuant to 26 USC 6109, and will only be used for the purpose of complying with filing requirements imposed by the Internal Revenue Code and to comply with Section 119.071(5)(a)7, F.S.*

The name on the Direct Deposit Payment Authorization Form must match the Payee name on file with the State of Florida Vendor payment system for payments to be sent electronically. If you are currently receiving payments via State warrant, you should list the first line of Payee exactly as it appears on the State of Florida warrant.

Payees have the option to receive a paper copy of the direct deposit information by mail. Please note that the information is available online at <http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> immediately after the payment is deposited into the payees designated account.

Section 3: Financial Institution: Contact your financial institution to confirm your direct deposit account information. Have the completed form signed by a Representative of the Financial Institution. The individual authorizing the form must be an authorized signer on the bank account that the funds are being sent to. Verification will be conducted by the Department, via a telephone call to the Authorized Signer, to confirm the business name, account and transit-routing information of the financial institution.

Section 4: International ACH Transactions (IAT): Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. Banking industry rules require the State, as originator of electronic payments, to identify payments where the entire payment amount is subsequently transferred to a financial institution outside the United States. The rules are referred to as "International ACH Transaction (IAT) rules" and are pursuant to requirements of the Office of Foreign Assets Control (OFAC), which is part of the United States Treasury. If an electronic payment is identified as an IAT transaction, the electronic payment must be sent to your financial institution in a special format. Contact your Financial Institution to see if IAT rules apply to you.

The State of Florida does not send payments electronically to financial institutions outside the United States.

Terms and Conditions

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
INVITATION TO NEGOTIATE (ITN) 730:0408
ATTACHMENT J

Processing time is approximately 4 to 6 weeks following receipt of the completed form. Please complete all information requested on this form.

Providing account information does not authorize the State of Florida to access account activity on your account.

We will initiate a pre-notification to your financial institution prior to making payment based on this authorization. The pre-notification is a zero dollar entry transmitted to your financial institution for the purpose of verifying the accuracy of the account and transit-routing numbers provided and entered into our system.

An authorized representative of the payee must make any changes to the information provided on this form in writing. Changes to account information will cause the original authorization to be immediately inactivated and the new account information will be processed as described above. The authorization will remain in effect until terminated in writing with sufficient notice to the State to allow adequate time to effect termination. The State will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this Direct Deposit Payment Authorization Form.

The State cannot send payments to different accounts at this time. All payments from the State of Florida will be sent to the single account you designate.

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