

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
BUREAU OF GENERAL SERVICES- LEASING
325 WEST GAINES STREET, SUITE 154
TALLAHASSEE, FL 32399
ITN LEASE NUMBER: 480:0884 - MIAMI

CONTENTS

- I. INTRODUCTION AND OVERVIEW**

- II. INVITATION TO NEGOTIATE - INSTRUCTIONS AND GENERAL INFORMATION**

- III. INVITATION TO NEGOTIATE - REPLY WRITING GUIDELINES; TERMS OF THE REPLY**

- IV. LEASE TERMS AND CONDITIONS**

- V. REPLY EVALUATION AND NEGOTIATION PROCESS;
PROPOSAL EVALUATION CRITERIA**

- VI. PROTEST PROCEDURES**

- VII. CERTIFICATION**

ATTACHMENTS

I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Education (hereinafter referred to as the "Agency"), requests your participation in a space search in **Miami, Dade County**, Florida [more detailed boundaries are attached hereto as **Attachment B**]. The Agency is seeking detailed and competitive proposals to provide built-out office facilities and related infrastructure for the occupancy by the Agency. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate, please see **Attachment "A"** which includes the Agency Specifications detailing the build-out requirements. The Agency has authorized **Savills Studley Occupier Services** (Tenant Broker Representative) to be its exclusive representative during this solicitation for space.

All responses to this Invitation to Negotiate (hereinafter referred to as a "Reply" or "Replies") should be received by the date required in Article II, Section A, in written/typed form. The Reply should be sent, within the timeframes provided herein, to the Department of Education at the address specified in Article II of this Invitation to Negotiate.

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

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

THE DEPARTMENT HAS CHOSEN TO USE THE ITN FORMAT FOR THIS PROCUREMENT BECAUSE IT WANTS VENDORS TO PROPOSE THE BEST METHOD FOR ACHIEVING THE GOAL OF THIS ITN AND SOLVING THE PROBLEM STATED HEREIN. THEREFORE, ALTHOUGH THE ITN MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," "SHOULD" OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE DEPARTMENT RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS AND RESOLVE ANY ISSUES IN THE NEGOTIATION PHASE. HOWEVER, VENDORS THAT FAIL TO PROVIDE SIGNIFICANT PORTIONS OF THE SOLUTION OR ADDRESS SIGNIFICANT PORTIONS OF THE PROCUREMENT MAY STILL BE DEEMED NONRESPONSIVE. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR ANY REPLY CONTAINING THOSE DEVIATIONS PARTICIPATE IN THE NEGOTIATIONS. USE OF THE TERMS "SHALL," "WILL," "SHOULD" AND "MUST" INDICATE THE DEPARTMENT'S INITIAL VIEW OF THE VALUE OF SUCH ITEMS.

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

A. PROPOSAL REPLIES

Complete written Replies are **due by 11:00am on November 2, 2017**. Submissions must include the original Reply, two copies and two electronic copies (on CD-ROMs in PDF format), or four original copies in a sealed envelope (or other suitable package) with the **lease number and/or ITN number clearly marked on outside sealed envelope**. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

Florida Department of Education
Attention: Bureau of General Services-Leasing
325 West Gaines Street, Suite 154
Tallahassee, FL 32399

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

B. QUESTIONS REGARDING THE ITN

Any questions or clarifications regarding this ITN or its specifications are to be submitted, in writing (which may include e-mail), to the Official Contact Person specified in subsection D of this Article II. Any such questions or request for clarification should be received **no later than 5:00pm on September 20, 2017.**

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

C. KEY ITN DATES

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

Date and Time:	Item/Task:
<u>8/31/2017 – 11/2/2017</u>	Dates on which the ITN is advertised.
<u>9/20/2017 at 5:00pm EST</u>	Deadline for submitting questions relating to this ITN.
<u>9/27/2017</u>	Date answers to questions will be posted
<u>11/2/2017 at 11:00am EST</u>	Deadline for Receipt of Replies
<u>11/2/2017 at 11:05am EST</u>	Date, Time for Opening
<u>325 W. Gaines Street Tallahassee, FL 32399</u>	Location of Opening
<u>11/2/2017 – 11/24/2017</u>	Time Period for Evaluation of Replies
<u>11/27/2017 – 1/12/2018</u>	Time Period for Negotiation with Preferred Candidates
<u>1/31/2018</u>	Estimated date of Notice of Intent to Award.

NOTE: All dates are subject to change in the sole and absolute discretion of the Agency.

OFFICIAL CONTACT PERSON – TENANT BROKER

Inquiries and comments about this ITN should be directed to:

Name: Jerry Thornbury
Agency: Savills Studley Occupier Services
Address: 3000 Bayport Drive, Suite 485
City/State/Zip: Tampa, Florida 33607
Phone: (813) 864-1688
Fax: 813-217-8072
E-mail: jthornbury@savills-studley.com

Name: Robert Rohrlack
Agency: Savills Studley Occupier Services
Address: 3000 Bayport Drive, Suite 485
City/State/Zip: Tampa, Florida 33607
Phone: (813) 514-4474
Fax: 813-217-8072
E-mail: rrohrlack@savills-studley.com

These contact representatives are the only authorized individuals to respond to ITN comments and questions.

OFFICIAL CONTACT PERSON - OFFEROR

Each Offeror MUST provide the below contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

I. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may

not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

J. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 410-1308 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

III. INVITATION TO NEGOTIATE REPLY WRITING GUIDELINES; TERMS OF THE REPLY

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

This Invitation to Negotiate is organized to allow the incorporation of some or all of your responses on this form. In the event that additional space is required to fully respond to this Invitation to Negotiate, please attach the additional response to your Reply and clearly indicate the Section to which the response relates. Each Reply should follow the same general order of contents, described as follows:

1. Replies should completely and accurately respond to all requested information, including the following:

Control of Property – For a Reply to be responsive, it should be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such status. This requirement applies to the building and structure, and the proposed parking areas, as well as area of ingress and egress.

- **The owner of record of the facility and parking area** – Submit a copy of the deed(s) evidencing clear title to the property proposed.
- **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
- **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal.
- **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer’s control of the facility prior to the intended date of occupancy.
- **The holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by this state. A copy of the lease agreement between the owner and the lessee must be provided to the department at the time of submitting the Reply to this proposal.
- **Americans with Disabilities Act-** As a state government entity, the Agency is beholden to Titles I & II of the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 (ADA), and the 2008 ADA Amendments Act, prohibit discrimination and ensure equal opportunity for persons with disabilities. The Agency employs and serves the general public; as such, it is required that employment practices and the programs and services provided by the Agency are accessible in accordance with the Federal ADA Standards. All leased facilities must be in compliance with current ADA Standards. Surveys must be conducted on all leased

facilities that we occupy to ensure compliance, or solidify an agreement for a schedule of compliance, prior to the execution or renewal of any lease. A Transition Plan must be provided following any assessment to address items that cannot be readily corrected. The Transition Plan serves as a schedule for compliance and a corrective action plan that is reviewed and monitored by the Agency. The Agency reserves the right to authorize a department certified ADA Coordinator to conduct a full ADA assessment at any location where the Agency's employees are housed and/or the Agency's programs and services are provided.

- **Article II, E** – provide the contact information of the Offeror.
- **Article IV** – Provide response to all of the “Lease Terms and Conditions” listed in this Article. Responses should be clearly delineated and specific to Article IV questions, terms and requirements.
- **Attachment D** – the Disclosure of Ownership form must be completed and returned with the Reply.
- **Attachment F** – the Energy Performance Analysis instructions must be followed and the appropriate information returned and approved prior to award.
- **Certification** – each Offeror must complete the Certification and provide proof of authority as specified in Article VII.

All Offerors should initial at the bottom of the each page.

2. Interior/Space Planning – Each Reply should include a floor plan to scale (Example: 1/16” or 1/8” or ¼” = 1’0”) showing the present configurations with measurements. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein or as otherwise negotiated with the Agency.
3. Prior to final negotiation and selection of a Reply or Replies, a “test fit” of the Proposed Space relative to the need may be required, the expense of which should be borne by the Offeror.

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

Neither DMS, the Agency nor the Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

IV. LEASE TERMS AND CONDITIONS

The following is an outline of required lease terms and conditions your team must submit for review and consideration.

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Agency is seeking approximately **6,631 (+/- 5%)** square feet of usable space (as defined below) within the Boundaries (as set forth in **Attachment “B”**). Each Submission should specify the amount of space available and the address of such space.

The type of space required is Administrative Office Space and will be used for General Office Space.

Offeror should provide the location of the space in a building(s) (the "Proposed Space"), the amount of space available. Any and all references to square feet of the Proposed Space contained in a Reply should be "usable square feet" in accordance with the Standard Method for Measuring Floor Area in Office Buildings (Florida Administrative Code 60H-2.003). The Agency and DMS reserve the right to independently verify the space measurement.

The Offeror/Lessor should be responsible for build-out and clean up and should provide the Agency with a clean, ready to operate space.

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

Location of the Proposed Space within the building or buildings: _____

Address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE

The Proposed Space is to be made available on 10/1/2018 but with a start date of 11/1/2018. Should the successful Offeror fail to make the space available by the date specified in the Reply; the Offeror should be liable to the Agency for liquidated damages in the amount of \$484.48 for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than 60 days, the Agency should have the right to terminate the lease.

Offeror/Lessor agrees to make the Proposed Space available in accordance with the above Commencement Date (use an X to mark one of the following): YES _____ or NO _____

C. TERM AND RENEWAL OPTIONS

The initial term of this requirement will be 60 or 84 months from occupancy. The State requires a minimum of 2 renewal options for 5 years each. Verify that you will be able to provide the State with this term and these renewal options. As to the renewal options, propose rates for each year of the renewal term(s) in section D below.

Offeror agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified above (use an X to mark one of the following): YES _____ or NO _____

D. FULL SERVICE (GROSS) RENTAL RATE

The Offeror/Lessor should provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate should include base rent, taxes, all operating expenses (including, but not limited to, janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the Proposed Space. There should be no pass through of additional expenses.

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

Initial Term (5 Year Term)

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

First Renewal Option

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

Second Renewal Option

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

Initial Term (7 Year Term)

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

First Renewal Option

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

Second Renewal Option

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

E. PERMITTED USE BY THE STATE

The State’s permitted use for the location will include general office purposes as well as appropriate appurtenant uses such as cafeteria, training areas, vending, computer rooms, etc.

Offeror agrees and acknowledges that the use of the Proposed Space as described above is acceptable and that it is compliant with all laws: (use an X to mark one of the following): YES ___ or NO _

F. TENANT IMPROVEMENTS

The State requires a “turn-key” build-out by the Landlord. Therefore, Offeror should assume all cost risks associated with delivery in accordance with the required space program specifications detailed in **Attachment A**.

Offeror agrees to provide a “turn-key” build-out in accordance with the space program specifications detailed in Attachment “A” following the Agency’s approval of an architectural layout provided by the Offeror/Landlord: (use an X to mark one of the following):

YES ___ or NO ___

G. ENERGY STAR RATING

The State requires wherever possible that leased space be in a current Energy Star rated facility.

Is the building offered currently an Energy Star rated building? (Use an X to mark one of the following):

YES ___ or NO ___

H. LEASE

Attachment “C” to this ITN is the State’s required form lease agreement (and related addendum) which contains the general terms and conditions required by the State of Florida. Other terms and conditions may be required by the State of Florida in order to consummate a transaction. Each Offeror should review this form in its entirety.

Offeror acknowledges that he/she has reviewed the form lease agreement contained in Attachment “C” and that the form (including all terms and conditions) is acceptable should the Proposed Space be selected by the Agency: (use an X to mark one of the following): YES ___ or NO ___

I. ATTACHMENTS

This ITN contains numerous Attachments each of which is an integral part of this ITN. The Attachments include the following:

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

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

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

- Attachment D** Addendum for Addressing Liquidated Damages– This attachment provides a description of the Agency’s Liquidated Damages requirements for the Proposed Space.
- Attachment E** Janitorial Services Form – This Attachment provides a description of the janitorial and cleaning services.
- Attachment F** Disclosure of Ownership – Each Offeror should complete and return this form with the Reply.
- Attachment G** State Fire Marshal – This attachment provides general directives with regard to the Offeror’s compliance with the requirements of the State Fire Marshal.
- Attachment H** Energy Performance Analysis – This Attachment provides a description of the State’s energy requirements for the Proposed Space.
- Attachment I** The Employment Eligibility Verification (“E-Verify) instructions must be followed and the appropriate information returned within 30 days of the lease effective date.
- Attachment J** Agency Disclosure and Commissions Agreement – This attachment provides an Agency Disclosure and Commissions Agreement relating to The Tenant Broker as agent for the State. Each Offeror should execute and return a copy of this Agreement with the Reply.
- Attachment K** ADA Accessibility and Alteration Addendum – This attachment provides a description of the Agency’s ADA accessibility and alterations requirements for the Proposed Space.
- Attachment L** Signage Addendum – This attachment provides a description of the Agency’s signage requirements for the Proposed Space.
- Attachment M** Data and Voice Addendum – This attachment provides a description of the Agency’s requirements for data and voice communications infrastructure for the Proposed Space.
- Attachment N** Air Quality Addendum – This attachment provides a description of the Agency’s air quality requirements for the Proposed Space.
- Attachment O** General Office Standards Addendum – This attachment provides a description of the Agency’s general requirements for the Proposed Space.

Each Offeror should read and understand each Attachment in its entirety prior to completion of the Reply. Additionally, should an Offeror’s Proposed Space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Attachments and/or should be required to complete/provide the information required in any such Attachment. Indicate your review and understanding of the Attachments below.

Offeror acknowledges that he/she has reviewed and understands each of the Attachments to this ITN and the directives contained in this Article IV, Section J (use an X to mark one of the following):
 YES _____ or NO _____

J. PARKING

Adequate parking for State employees and visitors is mandatory. At the minimum, respondents should make available not less than **22 spaces** for use of the Department’s employees; and an additional **10 spaces** will be available for visitor parking, for a **total of 32 parking spaces**, at **no additional cost to DOE or its employees**.

At the minimum, respondents should also make available not less than **2 Accessible Parking Spaces, 1 of which must be a Van Accessible Parking Space**. ADA parking is determined by the chart below (2010 ADA Standards for Accessible Design 4.1.2 (5)), or local code, whichever is more stringent.

Minimum Number of Accessible Parking Spaces
ADA Standards for Accessible Design 4.1.2 (5)

Total Number of Parking spaces Provided (per lot)	Total Minimum Number of Accessible Parking Spaces (60" & 96" aisles)	Van Accessible Parking Spaces with min. 96" wide access aisle	Accessible Parking Spaces with min. 60" wide access aisle
	Column A		
1 to 25	1	1	0
26 to 50	2	1	1
51 to 75	3	1	2
76 to 100	4	1	3
101 to 150	5	1	4
151 to 200	6	1	5
201 to 300	7	1	6
301 to 400	8	1	7
401 to 500	9	2	7
501 to 1000	2% of total parking provided in each lot	1/8 of Column A*	7/8 of Column A**
1001 and over	20 plus 1 for each 100 over 1000	1/8 of Column A*	7/8 of Column A**

* one out of every 8 accessible spaces ** 7 out of every 8 accessible parking spaces

Offeror acknowledges the above and affirms that the Proposed Space meets the parking requirement set forth in this Section K (use an X to mark one of the following):

YES _____ or NO _____

K. PUBLIC TRANSPORTATION

In accordance to the 2010 ADA Standards, section 206.2.1, “at least one accessible route should be provided within the site from accessible parking spaces and accessible passenger loading zones; public streets and sidewalks; and **public transportation stops to the accessible building or facility entrance they serve**”. Public transportation must be within **¼ of a mile** to the accessible building or facility entrance.

Offeror understands and agrees that the Public Transportation set forth in this Section K (use an X to mark one of the following):

YES _____ or NO _____

L. DISCLAIMER

This ITN is an Invitation to Negotiate and is for discussion purposes only. It is not an offer, contract or agreement of any kind. Neither the Agency nor the Offeror/Lessor should have any legal rights or obligations whatsoever between them and neither should take any action or fail to take any action in reliance upon any part of these discussions until the proposed transaction and a definitive written lease agreement is approved in writing by the Agency.

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

Offeror understands and agrees with the Disclaimer set forth in this Section L (use an X to mark one of the following):

YES _____ or NO ____

V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

Reply Evaluation and Negotiation Process: Using the evaluation criteria specified below, the Agency should evaluate and rank Replies and, at the Agency's sole discretion, proceed to negotiate with one or more Offerors as follows:

- Selected Offeror(s) will be invited to commence negotiations. If necessary, the Agency/Tenant Broker should request revisions to the approach submitted by selected Offeror(s) until it is satisfied that the contract will serve the State's needs. The process will continue until a contract is negotiated and executed.
- The Agency reserves the right to negotiate with all responsive and responsible Offerors, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Agency/Tenant Broker retains the discretion to negotiate with other qualified Offerors as deemed appropriate.
- Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Offerors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Agency reserves the right to require attendance by particular representatives of the Offeror. Any written summary of presentations or demonstrations should include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and should become part of the Offeror's Reply. Failure to provide requested information may result in rejection of the Reply.
- The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- In submitting a Reply an Offeror agrees to be bound to the terms contained in this ITN and the Reply for a minimum of one hundred and twenty (120) days. However, the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if they determine that it is in the State's best interest to do so.
- The Agency reserves the right to reject any and all Replies if the Agency determines such action is in the best interest of the State or Agency. The Agency/Tenant Broker reserves the right to negotiate concurrently or separately with competing Offerors. The Agency reserves the right to accept portions of a competing Offeror's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Agency reserves the right to waive minor irregularities in Replies.

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Evaluated using total present value methodology for basic term of lease by application of the present value discount rate of 1.81.

Maximum points: 30

Rental rates for optional renewal terms of lease. Evaluated using total present value methodology for renewal terms of lease by application of the present value discount rate of 1.81.

Maximum points: 20

B. Location:

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

Proximity of facility to the department's preferred area.

Maximum points: 5

Frequency and availability of public transportation within a ¼ mile of the offered space.

Maximum points: 10

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

Maximum points: 5

Potential security issues posed by building, by associated parking and by surrounding neighborhood, as evidenced by police reports, quality of exterior lighting and obstructed entrances/exits.

Maximum points: 10

C. Property:

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

Maximum points: 20

VI. PROTEST PROCEDURES

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

VII. CERTIFICATION

Each Reply should be signed by the owner(s), corporate officers of the owner or the legal representative(s) of the owner. The corporate, trade or partnership name should be stamped, written or typed, beside the actual signature(s). **If a Reply is signed by a corporate officer or agent of the owner, written evidence of authority should accompany the Reply. If a corporation foreign to the State of Florida is the owner, written evidence of authority to conduct business in the State of Florida should accompany the Reply.**

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

_____ Offeror's Name (Printed)
Prospective Lessor's Name

FEID or SS number of prospective Lessor, whichever is applicable:

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner

ATTACHMENT A

AGENCY SPECIFICATIONS							
	Type of Space & Size Needed	Division				Totals	
		Vocational Rehabilitation - Unit 23B		Vocational Rehabilitation - Unit 23N			
		Quantity	SF	Quantity	SF	Quantity	SF
A.	Office(s) not to exceed <u>100</u> sq.ft.each Type C.	10	1000	9	900	19	1900
B.	Workstations not to exceed <u>80</u> sq.ft.each Type D.	2	160	1	80	3	240
C.	Open files not to exceed <u>9</u> sq.ft. each	12	108	10	90	22	198
D.	Break Room	1	100	1	100	2	200
E.	Conference Room			1	250	1	250
F.	Copy area	1	75	1	75	2	150
Sub Total							2938
Circulation space (35%) for items A through F							1028
Special Support Requirements							
G.	Main Reception Area	1	150	1	150	2	300
H.	Service Counter/Waiting Area	1	50	1	50	2	100
I.	Mail Room	1	75	1	75	2	150
J.	Records Storage	1	250	1	250	2	500
K.	Library	1	100	1	100	2	200
L.	Conference Center	1	500			1	500
M.	IT Storage/Receiving/Workroom	1	150			1	150
N.	LAN	1	75	1	75	2	150
Sub Total							2050
Circulation space (30%) for items G through N							615
TOTAL SQUARE FEET							6631

AGENCY SPECIFICATIONS									
Space Allocation Requirements									
Item	Space	Qty.	Sqft each	Space Requirements	Minimum Drop Needs (each)			Flooring	Lock
					Ph.	Data	Elec		
1	Office Type C.	19	100	Install new commercial grade carpeting. Carpet color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Each office should have one (1) dedicated electrical quad receptacle and should at minimum have two (2) duplex receptacles per office. All offices should have one cat6 data drop and provide a 14' cat6 patch cable. Data drops should be in close proximity to the quad receptacle. All Data and Voice connections must comply with the attached Data and Voice Addendum. All office space should be well-lit with dimmable lights. The office must fully meet the 2010 ADA Standards.	0	1	3	Carpet	3
2	Wrkstn Type D.	3	80	Install new commercial grade carpeting. Carpet color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). Modular Workstations are to be provided by Lessor. All modular workstations should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Electrical, Data and Voice cabling connections to the modular workstations should be done through a power pole junction box (power pole provided by Lessor) or through wall junction box with whip connection to the modular furniture. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. All office space should be well-lit with dimmable lights. The modular workstation must fully meet the 2010 ADA Standards.	0	1	3	Carpet	

3	LAN Room	2	75	<p>The Telecommunications/Equipment Room should comply with the attached Data and Voice Addendum:</p> <p>Have a minimum space of 7' x 10'. Have an anti-static concrete or tile floor. Have a 2" conduit access run from primary telco demark point. Be terminated into an AT&T 110, Cat 6 RJ-45 modular jack patch panel. The patch cord size should be specified 3' for small offices <48 ports or 5' for >48 ports. Have a minimum of one (1) RJ-45 connection for each drop location as designated on the proposed floor plan layout, including one (1) Cat6 patch cable for each drop location. Have one ¾" A-C plywood 8' high on at least one wall for telephone equipment and must be painted with fire retardant paint. Have a master 2" conduit for the telephone cable.</p> <p>Have one single line telephone connection with one RJ11C jack (required for dial-in support modem needed by MFN). The location is to be designated by Lessee. Lessee will pay for the monthly phone line charge. Not have windows.</p> <p>Have HVAC provided at all times. Have one Floor Rack: One (1) 19" equipment rack, minimum 6' working height, with floor support mounting plate bolted to floor and tied to grounding cable. Wiring entering Telecommunications/Equipment Room is to be in 6' cable trough with accessible front cover. One electrical quad for rack. 19" ladder rack tying rack to back wall with vertical extension above ceiling tile level for anchor point instead of define 6' cable trough should be an option. • Have a minimum of two (2), dedicated 120 V 20 A nominal, non-switched, AC Duplex electrical outlet receptacles, each on separate branch circuits. OR, Have a minimum of one (1), dedicated 120 V 20 A nominal, non-switched, AC Duplex electrical outlet receptacle and one (1) 120v circuit for 5L-30 twist lock receptacle on separate branch circuits. The twist lock receptacle circuit should be installed on the wall behind the floor rack.</p> <p>* All rooms should be numbered and include raised letter signs with braille in compliance with the 2010 ADA Standards. LAN room(s) must have identifying signage to comply with Section 703 of the 2010 ADA Standards.</p>	0	0	0	VCT	5
---	----------	---	----	--	---	---	---	-----	---

4	Break Room	2	150	<p>Install new commercial grade Vinyl Composition Tile (VCT) flooring. VCT color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Break room(s) to include laminate counter top. Double stainless steel sinks with hot/cold water (to be provided by the Lessor). Cabinetry to include adequate storage. Allow cut out for refrigerator. Standard backsplash for easy cleanup. All plumbing and waterlines to be installed. Please provide four (4) dedicated circuits for duplex receptacles to be located above the countertop. An additional three (3) duplex outlets are required at standard heights throughout the break room. A trash can, paper towel, and soap dispenser are required. All appliances purchased by the Lessor must be Energy Star Compliant and maintained by the Lessor. The Break room(s) must fully meet the 2010 ADA Standards.</p>	0	0	7	VCT	3
5	Conf. Room	1	250	<p>Install new commercial grade carpeting. Carpet color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Each Conference Room should have one (1) dedicated electrical quad receptacle and should at minimum have three (3) duplex receptacles per Conference Room. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. Additional Data Drops are required for this space and are requested to be located on opposite walls. All Conference Rooms should be well-lit with dimmable lights. Conference Rooms must fully meet the 2010 ADA Standards.</p>	0	4	4	Carpet	3
6	Lobby	2	150	<p>Install new commercial grade carpet or VCT flooring. Flooring color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. The Lobby should at minimum have two (2) duplex receptacles. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. The lobby should be well-lit. The lobby must fully meet the 2010 ADA Standards.</p>	0	1	2	Carpet/VCT	

7	Srvc. Counter/Waiting Area	2	50	Install new commercial grade Vinyl Composition Tile (VCT) flooring. VCT color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. A reception door between the Lobby and the Office space will be provided with push button lock mechanism with a lever style handle. A reception window must be provided as a fixed window with speak thru opening hardware and a pass thru opening at the bottom. A reception counter top must be provided and mounted at compliant heights to the 2010 ADA Standards. All office space should be well-lit. The main reception area(s) must fully meet the 2010 ADA Standards.	0	0	0	Carpet/VCT	5,6
8	Mail/ Copy Room	2	150	Install new commercial grade carpet or Vinyl Composition Tile (VCT) flooring. Flooring color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Mail/Copy Room(s) to include laminate counter top. Cabinetry to include adequate storage. Please provide two (2) dedicated circuits for duplex receptacles. Two (2) additional duplex receptacles should be installed above the countertops. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. All office space should be well-lit .The mail/copy room(s) must fully meet the 2010 ADA Standards.	2	3	4	Carpet/VCT	3
9	VR Records Storage	1	250	Install new commercial grade Vinyl Composition Tile (VCT) flooring. VCT color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Each storage should have one (1) dedicated electrical quad receptacle and should at minimum have two (2) duplex receptacles per office. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. All office space should be well-lit. The Records Storage must fully meet the 2010 ADA Standards.	0	0	3	VCT	5

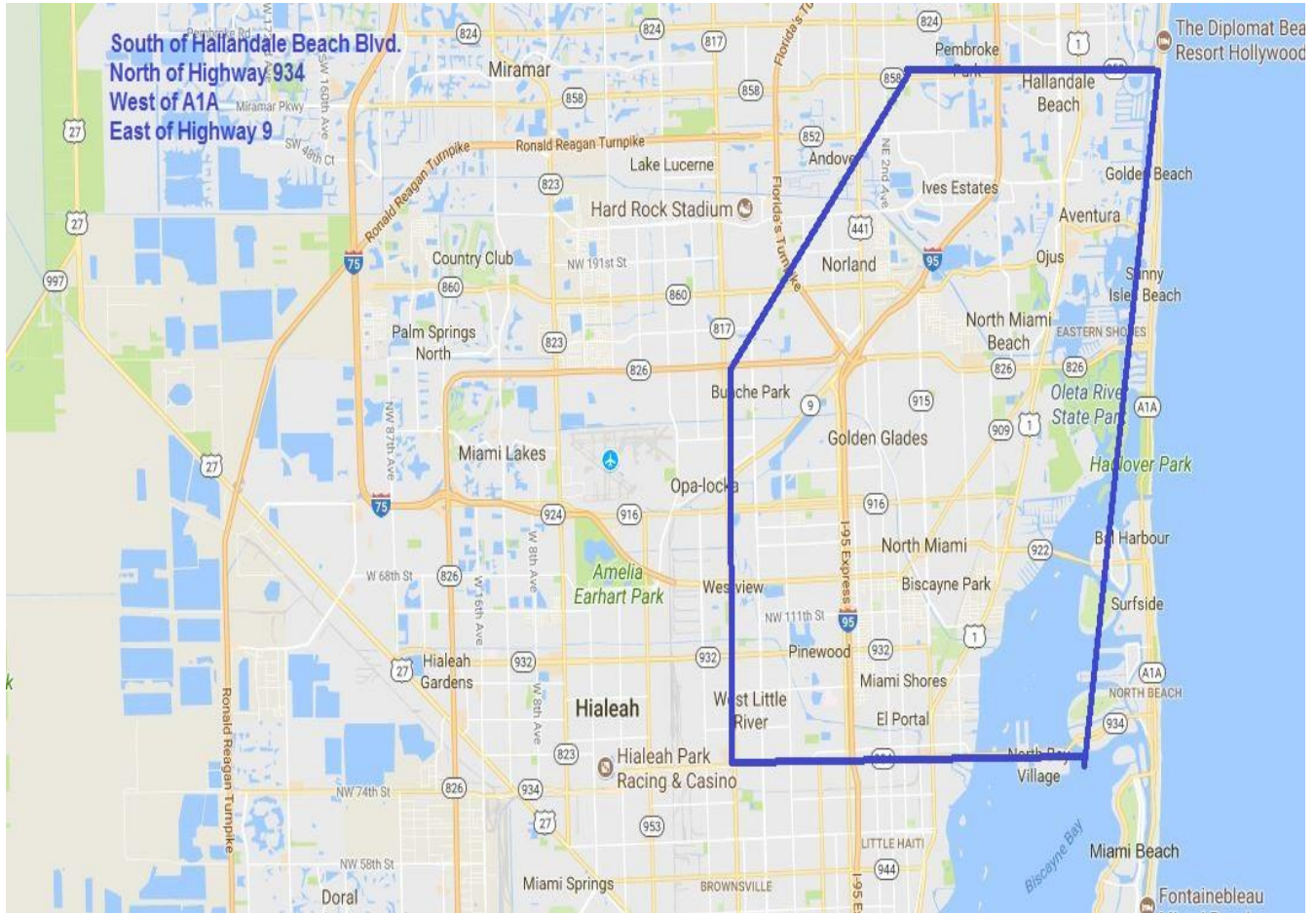
10	VR Library	1	100	<p>Install new commercial grade carpeting. Carpet color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C.</p> <p>Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Each Library should have one (1) dedicated electrical quad receptacle and should at minimum have three (3) duplex receptacles. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. Libraries should be well-lit with dimmable lights. Libraries must fully meet the 2010 ADA Standards.</p>	1	1	3	Carpet	3
11	IT Storage/Wrkrm	1	150	<p>Install new commercial grade Vinyl Composition Tile (VCT) flooring. VCT color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Each storage should have one (1) dedicated electrical quad receptacle and should at minimum have two (2) duplex receptacles per office. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. All office space should be well-lit. The IT Storage must fully meet the 2010 ADA Standards.</p>	0	1	3	VCT	5
12	Conference Center	1	500	<p>Install new commercial grade carpeting. Carpet color to be a contrast to walls and baseboards for the safety of low vision clients. Apply new paint, color selection t.b.d. and should be Low V.O.C. Window coverings on all interior or exterior windows (blinds or shades). All rooms should be numbered and include raised letter signs with braille in compliance with the attached Signage Addendum and comply with section 703 of the 2010 ADA Standards. Each Conference Room should have one (1) dedicated electrical quad receptacle and should at minimum have three (3) duplex receptacles per Conference Room. All Electrical, Data and Voice connections must comply with the attached Data and Voice Addendum. Additional Data Drops are required for this space and are requested to be located on opposite walls. All Conference Rooms should be well-lit with dimmable lights. Conference Rooms must fully meet the 2010 ADA Standards.</p>	0	4	4	Carpet	3

Rest Rooms	Per Code	Each Restroom is to equipped as follows: should meet 2010 ADA Standards, all applicable state or local requirements, all should 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 the staff restrooms. Signage should be provided to identify all restrooms (including the international symbol accessibility on restrooms for persons with disabilities).	Per Code			
Main Entrance Door		Must have a commercial grade Automatic Door Opener with interior and exterior wall mounted wall switches that comply with 2010 ADA Standards. Requires 115Vac 60Hz service to standard receptacle box. Must meet State Fire Codes and should comply with the 2010 ADA Standards.			1	1,7
Main Suite Door (if separate from the main entrance door)		Must have a commercial grade Automatic Door Opener with interior and exterior wall mounted wall switches that comply with 2010 ADA Standards. Requires 115Vac 60Hz service to standard receptacle box. Sign should be added over the door at the Suite entrance identifying the Department of Education, Division of Vocational Rehabilitation and/or Division of Blind Services. Must meet State Fire Codes and should comply with the 2010 ADA Standards.			1	1,7
Exterior Doors		Must meet State Fire Codes and should comply with the 2010 ADA Standards.	Per Code			
Additional Requirements: Hallways must be at a minimum 48".						
Parking Needs: Employee: 22/ Additional: 10 /ADA Accessible: 2 (1 Van)/ Total: 37						
Lock and Door Knob Types						
Common Name:	Code:	Description:				
Keyed Lock Set	1	Outside lockable by key, inside always unlocked.				
Key Fob/ Proximity Reader	2	Electric strike entry, allows for electric release and monitoring.				
Passage	3	Rotating door handles with no locking mechanism.				
Privacy	4	Lockable on one side by push button, emergency release on the opposite side.				

Store Room	5	Always locked on outside requiring a key for entry which never locks on the opposite side for safe exit.
Punch Lock Mechanism	6	Push button door lock lever handle style.
Automatic Door Opener	7	Automatic Door Opener with interior and exterior wall mounted wall switches.
Requirements above are the minimum and final approval must be given by DOE/DBS/VR prior to construction.		
All buildings standards are to follow the United States Department of Justice 2010 ADA Standards. The 2010 ADA Standards can be found at http://www.ada.gov/2010ADASTandards_index.htm		

ATTACHMENT B

BOUNDARIES



ATTACHEMENT C



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

Lease Number: _____

Lease Commencement: _____

Preamble

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

Parties

Lessee: _____
Agency Name

Address: _____
Street City State Zip Code

Lessor: _____
Lessor Name

Address: _____
Street City State Zip Code

FEID: _____ OR Social Security Number: _____

1. Description

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

Description:

Building: _____ County: _____
Building Name

Address: _____
Street City State Zip Code

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

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

2. Term & Renewals

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

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

for a term of _____ months.

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

Lessor Initial: _____

Page 1 of 8

Lessee Initial: _____

Form 4054
Rev. Date 8/15

Lease Number: _____

3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

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

Lessee: _____
Lessee Name

Address: _____
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

4. Rent

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

A. Base Term

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

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					
-	-	-					

Lessor Initial: _____ Page 2 of 8
 Form 4034
 Lessee Initial: _____ Rev. Date 8/15

Lease Number: _____

B. Option Term

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

Start (MM/DD/YYYY)	Term		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-	End (MM/DD/YYYY)					
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

5. Utilities

- A. The Lessor , Lessee , see Addendum _____ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 2,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. Facility Services

- A. The Lessor or Lessee will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor or Lessee .
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The Lessor or Lessee agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the Lessor or Lessee .
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor or Lessee shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

Lessor Initial: _____ Page 3 of 8
 Lessee Initial: _____ Form 4054
 Rev. Date 8/15

Lease Number: _____

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.

Lessor Initial: _____ Page 4 of 8
Lessee Initial: _____ Form 4054
Rev. Date 8/15

- B. Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C. Cooperation with the Inspector General
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
9. **Heating and Air Conditioning**
Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.
10. **Compliance with Fire Safety Standards**
- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.
11. **Injury or Damage to Property**
All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.
12. **Expiration of Term**
At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

Lessor Initial: _____ Page 3 of 8
Form 4054
Lessee Initial: _____ Rev. Date 8/15

- 13. Right to Inspect**
Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.
- 14. Taxes and Insurance**
Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.
- 15. Subletting and Assignment**
Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.
- 16. Waiver of Defaults**
No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.
- 17. Rental Commencement**
Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.
- 18. Availability of Funds**
Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- 19. Breach of Covenant**
- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
 - B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.
- 20. Not Consent to Sue**
No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.
- 21. Right to Terminate**
Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.
- 22. Public Entity Crime Statement**
Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:
- A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Lessor Initial: _____ Page 6 of 8
Lessee Initial: _____ Form 4054
Rev. Date 8/15

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

Lessor Initial: _____

Lessee Initial: _____

Page 7 of 8
Form 4054
Rev. Date 8/15

Lease Number: _____

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	___/___/___ Date
X _____ Witness #1	_____ Printed Name	___/___/___ Date
X _____ Witness #2	_____ Printed Name	___/___/___ Date

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

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

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

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

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



ATTACHMENT D

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

ADDENDUM NUMBER: _____

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

Should lessor fail to complete renovations within the time frame specified in the Invitation to Negotiate, liquidated damages in the amount of \$_____ 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.

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



ATTACHMENT E
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES FORM 4054D

ADDENDUM: _____

LEASE NUMBER: _____

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

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES FORM 4054D

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



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES FORM 4054D**

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

MAINTENANCE SERVICES

In reference to Articles 6 and 9 of the Lease Agreement FM4054:

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

In providing any or all of the before mentioned services:

1. Janitorial staff 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.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. Janitorial services are to be performed Monday through Friday after 5:00 pm.
4. During after-hours cleaning, all outside doors are to be locked and janitorial staff is not to provide access into the facility to anyone.
5. Janitorial staff is to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

Lessee

(x) _____
Lessee Signature

Name/Title

Date

Lessor

(x) _____
Lessor Signature

Name/Title

Date

(SEAL)



ATTACHMENT F
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

Lease Number: _____

Purpose

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

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

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)

c. Name of titleholder: _____

Titleholder FEIN or SSN: _____

Name of facility: _____

Facility street address: _____

Facility city, state, zip code: _____

2. Disclosure Requirements

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

If "Yes," please proceed to section 4.

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

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

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

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

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

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DISCLOSURE STATEMENT FORM 4114

4. Signatures

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

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

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

Signature: _____

Name: _____

Date: _____

ATTACHMENT G

DIVISION OF STATE FIRE MARSHAL

Plans Review Fees, Procedures and Requirements

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

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

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

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

DESIGN CRITERIA:

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

PLANS REVIEW FEES:

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

Example:

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

METHOD OF PAYMENT

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

WHAT TO SUBMIT

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

If Sending By Regular Mail

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

If Sending By Overnight Service

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

PLANS SUBMISSION:

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

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

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

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

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

PLAN INFORMATION

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

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

CONSTRUCTION INSPECTIONS

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

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

HOW TO REQUEST AN INSPECTION

The following inspections must be considered:

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

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

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

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

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

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

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

FIRE ALARM CHECKLIST

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

SPRINKLER SYSTEM CHECKLIST

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

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS

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

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS

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

Please attach current fire marshal application found [here](#).



ATTACHMENT H

STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES ENERGY PERFORMANCE ANALYSIS (EPA) ADDENDUM _____

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.*

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

Computer-Based Simulation Requirements

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

1. The computer-based simulation shall be performed by an engineer licensed in Florida.
2. The computer-based simulation program shall be one of the following commercially-available software programs:
 - a. DOE-2
 - b. BLAST
 - c. eQuest
 - d. EnergyPlus
 - e. Carrier HAP
 - f. Trane TRACE
 - g. Other programs determined by DMS to be consistent with Rule 60D-4.005, FAC.
3. The computer-based simulation shall model total energy consumption for the proposed lease space.
4. The computer-based energy simulation shall model all of the following loads that exist or shall exist as a result of renovations in the proposed lease space:
 - a. lighting
 - b. internal equipment loads
 - c. service water heating
 - d. space heating
 - e. space cooling
 - f. fans
 - g. pumps

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

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



ATTACHMENT I
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification FORM 4054K

ADDENDUM: _____

LEASE NUMBER: _____

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

http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1 .

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

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

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

 Lessee

(x) _____
Lessee Signature

Name/Title

Date

 Lessor

(x) _____
Lessor Signature

Name/Title

Date

ATTACHMENT J



Lease Number: _____

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

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

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

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

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

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

New Leases:

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

Warehouse/Storage/Hangar:

Table with 3 columns: Total Rent for the Base Term of the Lease, square feet, Commission Rate. Rows include 0-5,000 square feet (2.0%) and over 5,001 square feet (same as office space %).

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

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

FM 4097 (R04/14)

Page 1 of 2

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

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

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

8. **NOTICES:**

To Tenant Broker: _____

 To Owner: _____

 To Tenant: _____

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

AGREED AND ACCEPTED this ___ day of _____, 20___

<p>TENANT:</p> <p>(x) _____</p> <p>By _____</p> <p style="padding-left: 20px;">Print or Typewritten</p> <p>_____</p> <p style="padding-left: 20px;">Title</p>	<p>OWNER:</p> <p>(x) _____</p> <p>By _____</p> <p style="padding-left: 20px;">Print or Typewritten</p> <p>_____</p> <p style="padding-left: 20px;">Title</p>	<p>TENANT BROKER:</p> <p>(x) _____</p> <p>By _____</p> <p style="padding-left: 20px;">Print or Typewritten</p> <p>_____</p> <p style="padding-left: 20px;">Title</p>
--	---	---

FM 4097 (R04/14) Page 2 of 2
 Please initial Offeror acknowledgement on all pages of this submittal form: _____



ATTACHMENT K

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION**

ADA ACCESSIBILITY AND ALTERATIONS

ADDENDUM: ?????

LEASE NUMBER: 480:0XXX

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"), 2010 Americans With Disabilities Accessibility Implementation Act, Section 553.501 -553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

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

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

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

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

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

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

**LESSEE: State of Florida Department
of Education**

LESSOR:

Signature

Signature

Pamela Stewart, Commissioner

Print Name/Title

Date

Print Name/Title

Date

ATTACHMENT L



**STATE OF FLORIDA
Department of Education
Signage Addendum: __
Lease Number: 480:0XXX**

1. Lessor will provide interior main directory showing locations of all programs, conference rooms, etc.; provide directory signs on each floor and in entrance suites showing programs and/or rooms; provide other directional signs as required.
2. Signage – all signage must comply with Section 703 of the 2010 ADA Standards. Signage shall be provided to identify all restrooms (including the international symbol accessibility on restrooms for persons with disabilities), conference rooms, mechanical equipment and other special use rooms. All rooms and/or offices are also to be numbered.
3. Exterior: Sign shall be added to the marquee in front of the building and over the door at the Suite entrance identifying the Department of Education, Division of Vocational Rehabilitation and/or Division of Blind Services

LESSEE: State of Florida Department of Education

LESSOR:

Signature

Signature

Pamela Stewart, Commissioner

Print Name/Title

Date

Print Name/Title

Date



**ATTACHMENT M
STATE OF FLORIDA**

**DEPARTMENT OF EDUCATION
DATA AND VOICE**

ADDENDUM: ___

Lease #: 480:

**REQUIREMENTS FOR DATA AND VOICE COMMUNICATIONS
INFRASTRUCTURE**

The following items are the responsibility of the Lessor:

Telecommunications Room (TR)/Equipment Room (ER)

The Telecommunications Room/Equipment Room houses telecommunications systems, such as LAN racks, phones switches, power supplies, PBXs, VoIP systems, servers, routers, switches, cross connects, patch panels, and other core electronic components as well as the mechanical terminations at the expense of the Lessor.

The Telecommunications/Equipment Room shall:

- Have a minimum space of 7' x 10'. Rooms at sites with additional network equipment may have additional space requirements.
- Have an anti-static concrete or tile floor.
- Have a 2" conduit access run from outside demarcation point.
- Be terminated into an AT&T 100, Cat 6 RJ-45 modular jack patch panel. All terminations are to be performed in accordance with EIA/TIA standards. Each port will be uniquely labeled.
- Have a minimum of one (1) RJ-45 connection for each drop location as designated on the proposed floor plan layout, including one (1) Cat6 patch cable for each drop location. Room for 20% growth shall be included.
- Have one ¾" A-C plywood 8' high on at least one wall for telephone equipment and have a master 2" conduit for the telephone cable.
- Have one single line telephone connection with one RJ11C jack (required for dial-in support modem needed by MFN). The location is to be designated by Lessee. Lessee will pay for the monthly phone line charge.
- Not be shared by other building services such as electrical, custodial, or other storage use.
- Be physically secured with lock and key.
- Not have windows.
- Have HVAC provided at all times. A temperature range of 64-75 degrees Fahrenheit should be maintained, along with 30-5 percent relative humidity.
- Have one Floor Rack: One (1) 19" equipment rack, minimum 6' working height, with floor support mounting plate bolted to floor and tied to grounding cable. Wiring entering Telecommunications/Equipment Room is to be in 6' cable trough with accessible front cover. One electrical quad for rack. 19" ladder rack tying rack to back wall with vertical extension above ceiling tile level for anchor point instead of define 6' cable trough should be an option.
- Have a minimum of two (2), dedicated 120 V 20 A nominal, non-switched, AC Duplex electrical outlet receptacles, each on separate branch circuits. **OR**, Have a minimum of one (1), dedicated 120 V 20 A nominal, non-switched, AC Duplex electrical outlet receptacle and one (1) 120v circuit for 5L-30 twist lock receptacle on separate branch circuits. The twist lock receptacle circuit should be installed on the wall behind the floor rack. Please see Tenant Improvements Addendum for more clarification.

Data Requirements

This section covers data requirements for computers and network printers

- One Cat6 UTP 15' cable assembly for each drop location as designated on the proposed floor plan layout with both ends terminated in RJ-45 connectors. Four (4) of the four (4) pairs from the wire will be terminated on the RJ45s wall outlets and terminated on RJ45 Patch Panels in the Telecommunications/Equipment Room. Cable assembly to be certified by 100/1000 Ethernet transmission rate and in a separate sheath from that of any telephone (TDM/digital) wiring.
- Computer workstation wiring to be Cat 6, UTP, AT&T 206 (Plenum) and be terminated in each location as designated on the proposed floor plan layout into a multi-port faceplate AT&T M16A-246 six plex comcode 106504533. Blanks to be used where connectors are less than six.
- Data port workstation connection to be on AT&T M11BH-246, RJ-45 modular jack AT&T comcode 106508807. Each port is to be labeled, clearly identifying the corresponding patch panel port.
- An electrical quad to be provided adjacent to each RJ-45 connection. These quad outlets should be in addition to any other duplex outlets as designated on the proposed floor plan layout.
- Station wire shall consist of 4-pair CAT 6 Plenum cable drops which will be installed in accordance to the following specifications:
 - Installation shall include one (1) station wire run to each designated location on the proposed floor plan layout. These will be terminated on a duplex modular wall jack assembly using the following materials:
 - AMP 557505-1 plate
 - AMP 1711160-2 RJ45 insert
 - AMP 557626-1 plate blanks OR QUAD PLATE
 - The installation shall include one (1) station run to each modular office designated on the proposed floor plan layout. These will be terminated in each office on a QUAD modular jack assembly using the following materials.
 - Flex Mode RJ45/RJ11 QUAD
- Additional line locations not specified in this section as designated on the proposed floor plan layout. These lines will be installed technically equivalent to those installed in the permanent office or modular office locations.
- Station wire shall be homerun from the wall jack location to the Telecommunications/Equipment Room. There shall be two (2) feet of slack in the cable at the office end. Slack cable may be pulled into the ceiling when installing the wall jack assembly.
- All lines will terminate on 760152561 (CAT 6 Patch Panels or equivalent) mounted on backboards located in the Telecommunications/Equipment Room or co-located in the Floor mounted Rack with the Data Networking gear.
- All terminations shall be in accordance with standard networking practiced for color coding. The arrangement of the patch panels and cables will be in a manner that reflects good workmanship and practices. All runs shall be tested and clearly labeled at both ends. All cables shall be placed in ceilings using wire management system components to ensure that all wire runs are grouped throughout their destination.
- Cable installed in ceiling spaces shall be UL listed as to type CMP or UL classified as to having adequate fire resistance and low-smoke producing characteristics per NEC Article 800-3 (B) (2).

TDM/Digital Phone Requirements

This section covers requirements for fax machines and any non-VoIP telephone systems

The following TDP/Digital Phone requirements shall be met:

Station wire shall consist of 4-pair CAT 5e Plenum voice cable drops for voice use, which will be installed in accordance to the following specifications:

- Installation shall include one (1) station wire run to each location required as designated on the floor plan.
- Each location will be terminated on a duplex modular wall jack assembly using the following materials:
 - AMP 557505-1 plate
 - AMP 557681-1 RJ11 insert
 - AMP 557626-1 plate blanks OR QUAD PLATE
- Four (4) of the four (4) pairs from the voice station wire will be terminated on the RJ11s wall outlets and terminated on 110 punch-down blocks in Telecommunications/Equipment Room.
- All voice lines will terminate on 66 punch-down blocks with all pairs punched down and mounted on backboards located in the building's Telecommunications/Equipment Room.
- Cross connects to telephone company demarcation points will be the responsibility of the lessor.
- All cabling is to be run in a home run fashion from the outlet to the telephone equipment panel for voice stations.

- Lessor to provide and install telephone lines, drop boxes, and jacks for each workstation, fax machine and modems for each location required as designated on the floor plan. Telephone line to terminate at telephone board for telephone vendor connection. Lessor will extend the DEMARC to Telecommunications/Equipment Room.
- All terminations shall be in accordance with standard networking practices for color coding. The arrangement of the patch panels and cables will be in a manner that reflects good workmanship and practices. All runs shall be tested and clearly labeled at both ends. All cables shall be placed in ceilings using wire management system components to ensure that all wire runs are grouped throughout their destination.
- Cable installed in ceiling spaces shall be UL listed as to type CMP or UL classified as to having adequate fire resistance and low-smoke producing characteristics per NEC Article 800-3 (B) (2).

**LESSEE: State of Florida Department
of Education**

LESSOR:

Signature

Signature

Pamela Stewart, Commissioner

Print Name/Title

Date

Print Name/Title

Date

ATTACHMENT N



**STATE OF FLORIDA
Department of Education
ADDENDUM:
Updated Air Quality
Lease #: 480:XXXX**

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, as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2002. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be preconditioned (filtered, moisture removed to less than 60%, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.

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

HVAC systems shall be serviced at regular intervals to maintain operating efficiency and good hygiene. Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth.

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 either a certified industrial hygienist (CIH), Ph.D. in indoor air quality sciences or a CIAQP (Certified Indoor Air Quality Professional) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to

remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, or other bioaerosols) shall be carried out by a qualified and licensed remediation contractor. 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 a written Specification prepared by either a certified industrial hygienist (CIH), Ph.D. in indoor air quality sciences or a CIAQP (Certified Indoor Air Quality Professional) that is also 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.

LESSEE: State of Florida Department of Education

LESSOR:

Signature

Signature

Pamela Stewart , Commissioner

Print Name/Title

Date

Print Name/Title

Date



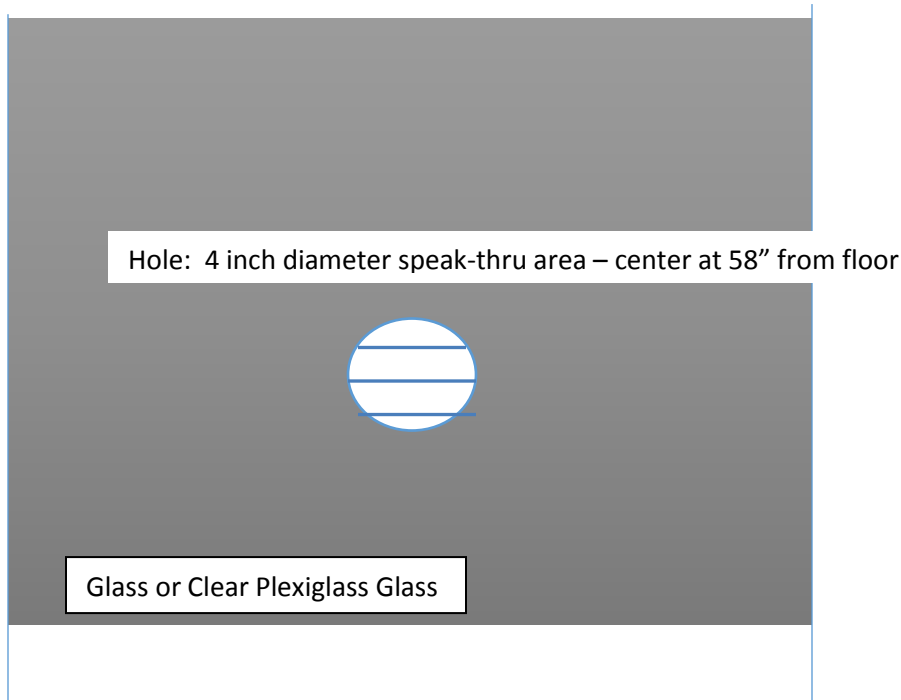
ATTACHMENT O
STATE OF FLORIDA
Department of Education
ADDENDUM:
General Office Standards
Lease #: 480:XXXX

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

1. Lessor will ensure that the facility is fully compliant with the 2010 ADA standards. For further details, please see Article 7 of the Lease Agreement and the ADA Accessibility and Alterations Addendum.
2. Lessor will ensure that at least one unisex restroom or one women's and one men's restroom within the facility is compliant with the 2010 ADA standards with an automatic door opener installed (where applicable).
3. Lessor will ensure that the entry door to the facility or Suite has a fully automatic door opener installed.
4. Window coverings to be included on all interior and exterior windows within the Premises.
5. Security measures:
 - a. Provide a lobby with a secure entrance to back office space.
 - b. Provide and install a push button entry door lock and/or buzz in electric strike kit on the reception area door that leads to the back offices.
 - c. Provide and install up to (XX) door locks on various door to be determined at a later date.
 - d. Office must have a secondary egress to allow employees and clients to safely vacate the building (where applicable).

e. Lessor will provide a pass-through reception window (measurements listed below):

Glass measures a minimum of 36" H x 36" L



3 inches no glass



Pass thru counter 36" high from the floor x 36" length x 12" depth



LESSEE: State of Florida Department of Education

LESSOR:

Signature

Signature

Pamela Stewart, Commissioner

Print Name/Title

Date

Print Name/Title

Date