



State of Florida

Department of Juvenile Justice

Invitation to Negotiate (“ITN”) for Leased Space

Lease Number: 800:0429 – Broward County

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I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Juvenile Justice, (hereinafter referred to as the "Agency" or "Lessee") is issuing this Invitation to Negotiate (ITN) to establish a lease agreement with an entity that can provide **10,127 (+/-) usable square feet for built-out office facilities and related infrastructure for occupancy by the Agency.** The Agency is seeking detailed and competitive replies to accomplish this purpose. The Agency's specifications that detail the build-out requirements for the space sought are attached as **Attachment "A,"** hereby incorporated by reference. The proposed facility must be within an existing building to meet the Agency's specifications.

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

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

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

FAMILIARITY WITH LAWS

The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect this project. Lack of knowledge by the Proposer shall in no way allow relief from responsibility. All costs associated with compliance are borne by the Proposer. The Department shall exercise due care in response to questions concerning matters of law, but if in error, shall not be stopped from asserting the correct principles of law.

LEGAL REQUIREMENTS

Applicable provisions of all federal state, county and local laws and administrative procedures, regulations or rules shall govern the development submittal and evaluation of all proposals received in response hereto. Florida law, including Florida's provisions on conflict of laws, shall govern any and all claims and disputes, which may arise between persons submitting a Reply hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Proposer shall not constitute a cognizable defense against their effect.

VENUE

The validity, interpretation and performance of the lease shall be controlled by and construed under the laws of the State of Florida. Any and all litigation arising under the lease must be instituted in the appropriate court in Leon County.

WAIVER

The failure of any party to the lease resulting from this ITN to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of the lease shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

PUBLIC ACCESS TO RECORDS

All documents, papers, letters or other materials relating to the lease that are made or received by the Proposer in conjunction with the lease, are required to be available for public access and copying in the manner specified by Chapter 119, Florida Statutes. Such records shall be maintained for a period of at least three years after the expiration of the lease at no cost to the Agency. The Agency may unilaterally cancel any lease resulting from this ITN for the Proposer's refusal to allow access to public records.

INDEMNIFICATION

The Proposer shall act as an independent contractor and not as an employee of the Agency in the performance of the tasks and duties which are subject of the lease. The Proposer shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Agency, the State of Florida, its officers and employees, harmless from all claims, suits, judgments or damages (including litigation costs and reasonable attorney's fees) arising from the Proposer's performance of the tasks and duties which are subject of the lease whether accomplished by subcontractor or not, including:

- A. Obtaining consent of any nature whatsoever;
- B. Any and all claims arising from contracts between the Proposer and other parties made pursuant to the lease;
- C. Actions resulting from hidden defects in the property which a reasonable inspection of the premises did not reveal.

SUBCONTRACTING

The Proposer may enter into written subcontracts for performance of work under the lease but only with prior written approval of the Agency. The Agency shall have the continuing right throughout the term of any lease resulting from this ITN to disapprove subcontractors if such disapproval would be in the best interest of the Agency. The Agency shall have the right to inspect and acquire copies of any of the documents executed between the Proposer and the subcontractor. No subcontract, which the Proposer enters into with respect to performance under the lease, shall in any way relieve the Proposer of any responsibility for performance of duties required by law or required in any lease resulting from this ITN.

UNAUTHORIZED ALIENS

Notice to the Proposer: The Agency shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of the lease without penalty.

Pursuant to Executive Order 11-116, signed by Governor Rick Scott on May 27, 2011, the successful proposer will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

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

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

II. INVITATION TO NEGOTIATE INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES

Complete written Replies are **due no later than the date and time outlined under Key ITN Dates, Article II, Section C on the following page.** Replies must include **the original reply, three hard copies in a sealed envelope or box** with **"ITN-Lease Number 800:0429"** clearly marked on the outside sealed envelope or box.

The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**Department of Juvenile Justice
Office of Purchasing & Leasing
ITN RESPONSE 800:0429 Broward County
Attn: Leann Gay, General Services Analyst or Susan Sparks, Lease Administrator
2020 Capital Circle SE, Alexander Building, Suite 1400
Tallahassee, FL 32399**

Note that Replies which are late, unsealed, missing, emailed, or faxed and Replies which are deemed by the Agency (in the Agency's sole discretion), to be 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 INVITATION TO NEGOTIATE (ITN)

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

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

C. KEY ITN DATES

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

<u>Date and Time</u>	<u>Item/Task</u>
<u>07/29/19 – 09/26/2019</u>	Dates ITN advertised in Vendor Bid System http://vbs.dms.state.fl.us/vbs/vbs_main_menu
<u>08/16/2019 by 5:00 pm</u>	Deadline for Submitting Questions Related to this ITN
<u>08/23/2019 by 5:00 pm</u>	Date Answers to Questions Will Be Posted
<u>09/26/2019 by 11:00 am</u>	Deadline for Receipt of ITN Replies
<u>09/26/2019 @ 11:05 am</u>	Date and Time of Public Opening of ITN Replies
<u>Location of ITN Reply Opening</u>	Florida Department of Juvenile Justice 2020 Capital Circle SE, Alexander Building, Room 1400
<u>09/30/2019 – 10/11/2019</u>	Time Period for Evaluation of Replies and Site Visits
<u>10/14/2019 – 11/15/2019</u>	Time Period for Negotiation with Preferred Candidates
<u>12/2/2019 by 5:00 pm</u>	Estimated date of Notice of Intent to Award

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

D. OFFICIAL CONTACT PERSON – TENANT BROKER

Inquiries and comments about this ITN should be directed to:

Name: Mark Wilkins or Jerry Thornbury

Agency: Savills Occupier Services

Address: 3000 Bayport Drive, Suite 485

City/State/Zip: Tampa, Florida 33607

E-mail: MWilkins@savills.us or jthornbury@savills.us

These individuals are the only authorized individuals to respond to ITN comments & questions.

E. OFFICIAL CONTACT PERSON - PROPOSER

Each Proposer MUST provide the following contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Cell/Mobile: _____

E-mail: _____

F. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a reply on a contract to provide any goods or services to a public entity, may not submit a reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit replies/proposals on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

G. SPECIAL ACCOMMODATION

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

III. ITN REPLY WRITING GUIDELINES; TERMS OF THE REPLY

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

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

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

1. Proposers must completely and accurately respond to all requested information, including the following:
Control of Property – For a Reply to be responsive, it must be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such status. The Proposer must submit documentation which demonstrates control of (1) the building or structure, (2) the proposed parking areas, **and** (3) areas of ingress and egress (if applicable).
 - **The owner of record of the facility** – Submit a copy of the deed(s), and title insurance or opinion evidencing clear title to the property proposed.
 - **The lessee of space being proposed** – Submit a copy of the underlying lease agreement with supporting documentation and underlying lease requirements, to include, but not limited to authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 - **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal. NOTE: This is the preferred method.
 - **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer's control of the facility prior to the intended date of occupancy.
 - **The holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by the state. A copy of the lease agreement between the owner and the Lessee must be provided to the Department at the time of submitting the Reply.
2. Proposer shall provide a written statement answering the following:
 - Is there outstanding debt on the property? If so, provide written verification from the lender stating that all debt service payments, loan payments, etc., are current and not in default. Has the Proposer or its affiliates had a contract terminated for default within the past five years? If so, please attach an explanation of the situation(s) in detail.
 - Has the Proposer or its affiliates filed for bankruptcy protection in the past five years, or is in the process of filing or planning to file for bankruptcy protection, or financial restructuring, or refinancing? If so, please explain the situation(s) and provide the Court and Case Number, where available.
 - Does the Proposer or its affiliates owe any outstanding taxes or fees to the Federal Government, the State of Florida, or any other State or Local government?
3. Each Reply shall include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements.
4. Prior to final negotiation and selection of a Reply or Replies, a "test fit" of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Proposer.

5. All Proposers shall initial at the bottom of each page.
6. All pages of the ITN document shall be returned as part of the Reply.
7. The Agency reserves the right to require additional financial information from the Proposer during negotiations and after the Notice of Intent to Award.

The Proposers must submit a complete Reply by the time and date specified in Article II, Section C “Key ITN Dates.” Failure to complete or provide complete information may result in a Non-Responsive Reply.

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

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

- D.** From the date this ITN is issued until notice of recommended award, rejection of all offers or other notice is made, **no contact** related to the ITN will be allowed between a **Proposer** and **any** Department of Juvenile Justice staff, with the exception of the contact person(s) mentioned in paragraph D on page 5. **Any unauthorized contact will disqualify the Proposer from further consideration.**

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

IV. LEASE TERMS AND CONDITIONS

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

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

Each Reply should specify the location of the space in the building(s) (the “Proposed Space”), amount of space available and the complete address of such space.

The Department is seeking **10,127 (+/-5%) square feet** of usable space.

The type of space required is **office space** and will be used for the agency’s Circuit 17 Juvenile Probation office.

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

Space must be renovated, prior to Lessee’s occupancy, to conform with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act Section 553.501-553.513, Florida Statutes and the current Florida Disability Code for Building Construction, and Public Law

101-336, Section 28 CFR Part 35 and Section 36 CFR Part 1191 (ADA Act of 1990). The Department of Juvenile Justice's revised regulations for Titles II and III of the American with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design. "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alternations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 Standards for programs accessibility and barrier removal.

https://www.ada.gov/2010ADASTandards_index.htm

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

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

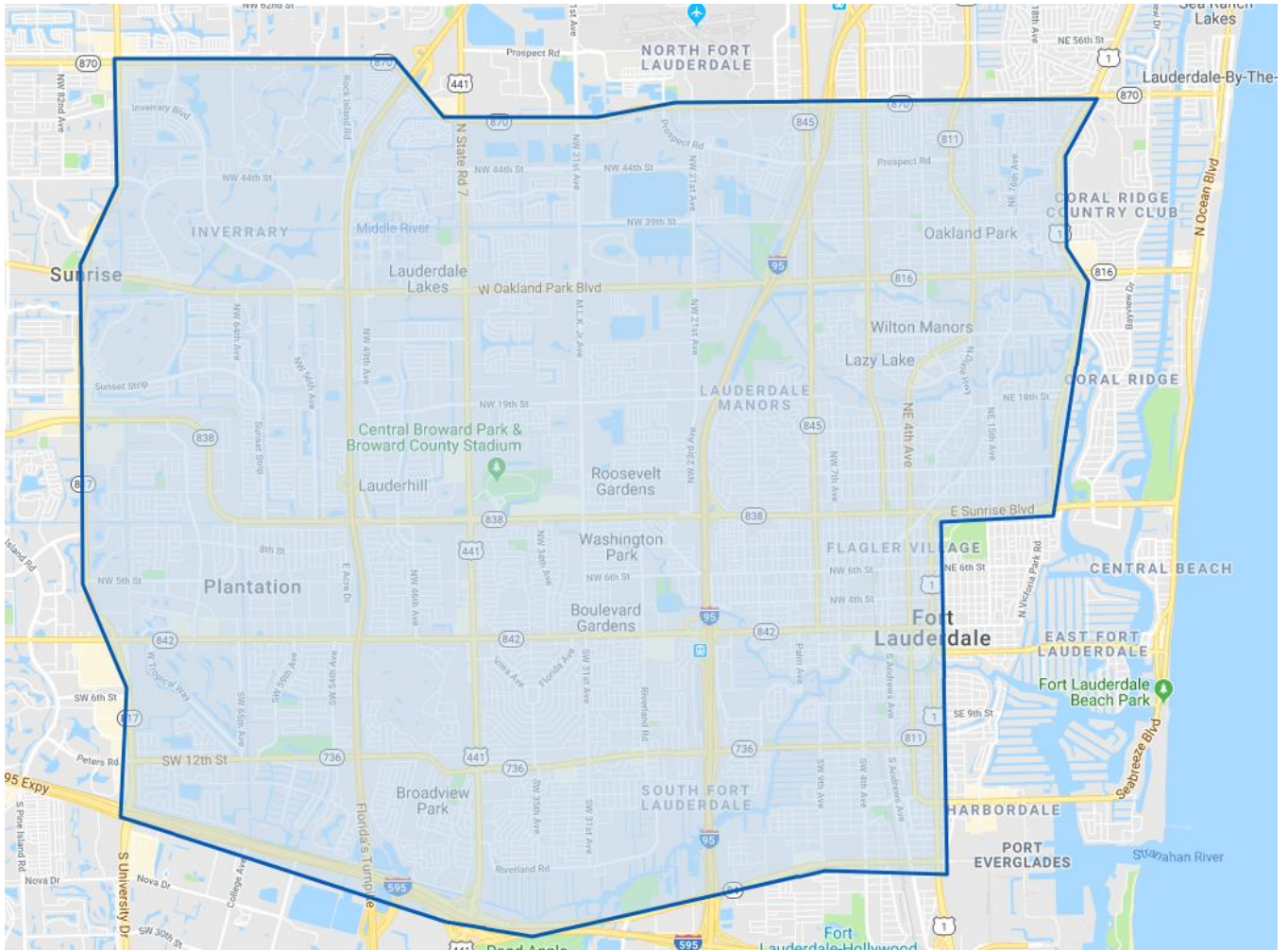
The number of square feet offered in the Proposed Space is: _____

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

Complete address of the Proposed Space is: _____

This space left intentionally blank

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



B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES

The Proposed Space is to be made available for occupancy on or before 09/1/2020 with access, at no charge to the Lessee, to the space fifteen (15) days prior to occupancy date for set up. Should the successful Proposer fail to make the space available by the date specified in the Reply, the Proposer may be liable at the Agency’s discretion for liquidated damages in the amount of up to \$ 551.12 for each additional day until the Proposed Space is made available, in accordance with the liquidated damages addendum to the Lease.

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

Unforeseen circumstances, beyond the control of the Proposer (such as acts of God), which delay completion may be cause for the Proposer to request an extension (in writing) from the Agency. This does not include delays due to issues within Proposer’s management or personnel, construction or subcontractor management or construction, renovations, permitting, inspections, holidays, orders/delivery, etc. If the delay is greater than 60 days, the Agency shall have the right to terminate the lease. The Agency must be notified immediately of any delays in writing by the Proposer. The Agency will acknowledge the Proposer’s request for approved delay in writing.

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

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

- Project Schedule – see Attachment B. Schedule will include projected dates. Proposer is responsible for working with the construction Contractor to ensure the schedule is updated at all times. The schedule will be used to monitor the progress of the construction and will be addressed at each meeting and by the Tenant Broker Contact, as necessary.
- Construction Meetings – shall occur bi-weekly on site and initiated by the Proposer. The construction manager or representative must be present. Said representative to have knowledge of the current project status. Photos reflecting project status and meeting minutes to be provided by the Proposer within 72 hours of the meeting.
- Floor plans – will be a joint effort of the Agency’s staff and successful Proposer. The successful Proposer will provide architectural services for preparation of the floor plans and renovations. Final floor plan is subject to the Agency’s approval, the State Fire Marshal review and approval and the local building authority.

C. TERM AND RENEWAL OPTIONS

The initial term of the lease for this Proposed Space will be for **seven (7) years**. Replies must include rates for **all terms** listed above in order to be considered.

The Agency requires a minimum of **two (2) / five (5) year** each renewal options. Renewal options must include rates.

Any other options will not be considered.

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

YES or NO

D. RENTAL RATE - FULL SERVICE (GROSS)

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

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

Seven Year Base Term

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

First Renewal Option

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

Second Renewal Option

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

Proposers must submit proposals for all lease terms being requested

E. PERMITTED USE BY THE STATE

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

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

F. ENERGY STAR RATING

The State requires wherever possible that leased space be in an Energy Star rated facility. **Does this facility meet standards of an Energy Star building as determined on the following website:**

http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?

YES ____ or NO ____

If so, provide the Energy Star rating for this building _____.

G. SPACE AVAILABILITY – TURN-KEY BUILD OUT

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

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

H. LEASE

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

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

Proposer acknowledges that he/she has reviewed the lease agreement contained in Attachment “C” and that the form (including all terms, conditions and addenda) is acceptable should the Proposed Space be selected by the Agency:

YES ____ or NO ____

I. ANTENNA ROOF RIGHTS

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

Proposer agrees to the term in this section: YES ____ or NO ____

K. COMMISSION AGREEMENT

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

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

YES ____ or NO ____

L. ATTACHMENTS

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

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

Attachment B Construction Project Schedule – sample of details the various stages of construction and projected completion dates that will be required after award.

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

The following Addenda shall be included in the lease agreement upon execution:

- Agency Specifications
- Telecommunication and Server Room Specifications
- Air Quality
- Liquidated Damages
- Janitorial Services/Maintenance Services
- Tenant Improvements
- Employment Eligibility Verification

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

Attachment E State Fire Marshal - Plans Review Fees, Procedures and Requirements – this attachment provides general directives with regard to the Proposer’s compliance with the requirements of the State Fire Marshal.

Attachment F Energy Performance Analysis – this Attachment provides a description of the State’s energy requirements for the Proposed Space and the energy performance calculation method. The EPA is only to be completed by the selected Proposer and not required as a part of the Reply.

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

Attachment H Special Power of Attorney – this attachment is required if submitting on behalf of owners.

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

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

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

M. PARKING

Adequate parking for State employees and visitors is mandatory. The agency is requesting the Proposer provide 55 parking spaces for its employees and visitors. Locations that do not provide at least 47 spaces will not be considered.

Proposer agrees to provide _____ parking spaces.

N. SECURITY

The Agency values its employees and visitors and often serves vulnerable populations including children and pregnant women. Accordingly, facility security is of importance in making leasing determinations. Proposer is encouraged to outline features such as secure doors and windows, parking areas, lighting, alarms, paid security personnel, etc. that contribute to making the property safe.

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

O. DISCLAIMER

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

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

YES ____ or NO ____

V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

A. Reply Evaluation Process: Using the evaluation criteria specified below, the Agency shall evaluate and rank Replies and, at the Agency's sole discretion, proceed to negotiate with Proposers determined to be within the competitive range and susceptible of award. Ranking shall be determined as follows:

- The Proposers will be ranked based on the evaluation criterion below as applied to their proposals and the site visits.
 - The rankings shall be based on the total points for each Proposer's building as outlined below.
 - The Agency's rankings will include the total scoring from the Tenant Broker and all members of the Evaluation Team, which will be collected after site evaluations and any questions of the Evaluation Team are answered by the Proposer(s). It is the Agency's sole discretion to determine how many Proposer(s) are invited to continue to the Negotiation Process outlined below.
 -
- B. Negotiation Process: The Agency reserves the right to negotiate with all responsive and responsible Proposers, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Agency/Tenant Broker retains the discretion to negotiate with other qualified Proposers as deemed appropriate.
- The focus of the negotiations will be on achieving the solution that provides the best leasing value to the State.
 - Proposer(s) determined to be within the competitive range will be invited to negotiate a contract. If necessary, the Agency/Tenant Broker shall request, in writing, revisions to the Reply submitted, until it is satisfied that the contract will serve the State's needs. The process will continue until a contract or contracts are negotiated and executed.
 - Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Proposers may be requested to make a presentation, provide additional references, provide an additional site visit, etc. The Agency reserves the right to require attendance by particular representatives of the Proposer. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Proposer's Reply. Failure to provide requested information may result in rejection of the Reply.
 - All negotiations conducted between any Proposer(s) and Tenant Broker shall be conducted in writing. The Tenant Broker will summarize all written negotiations conducted with the Proposer(s) and provide that summary to the Agency. The summary of the negotiations will be provided prior to the Agency making a Notice of Intent to Award decision.
 - In submitting a Reply, Proposer agrees to be bound to the terms contained in that Reply for a minimum of sixty (60) days. Offered prices/rates should assume those terms apply, but the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Agency determines that it is in the State's best interest to do so.
 -
- C. Award Process: Based on the negotiations, the Agency shall award the contract to the responsible and responsive Proposer that will provide the best leasing value to the State. The best leasing value will be determined based on factors that include, but are not limited to:
- Rental rate
 - Renewal rate
 - Lease term
 - Location
 - Condition of facility
 - Landlord responsibility; build out
 - Operational efficiency
 - Amenities
 - Parking
 - Safety, including the strength of the security of the building and the safety of the surrounding areas.
 - The Agency reserves the right to consider the results of any requested financial statements of the Proposer in making its determination of best leasing value.

- The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency/Tenant Broker reserves the right to negotiate concurrently or separately with competing Proposers. The Agency reserves the right to waive minor irregularities in Replies.

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of 2.58.

Maximum points: 25

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

Maximum points: 5

B. Location:

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

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

Maximum points: 20

Frequency and availability of public transportation near the offered space.

Maximum points: 5

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

Maximum points: 15

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

Maximum points: 10

C. Premises:

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

Maximum points: 10

D. Parking:

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

Maximum points: 10

TOTAL POSSIBLE AWARD POINTS: 100

VI. PROTEST PROCEDURES

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

VII. CERTIFICATION

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

VIII. CERTIFICATE OF AUTHORITY

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

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

Proposer's Name

Prospective Lessor's Name

(Authorized Signature)

(Print or type name)

(Print or type title)

FEID or SS Number

Witness

Witness

Relationship to Owner

IX. REQUIRED DOCUMENTATION CHECKLIST

In order for a proposal to be considered, Items 1 through 7 shall be included in the proposal.

Checklist: Please note that the items requested shall conform to the specifications and requirements contained in this ITN. Items supplied, which do not meet the specified requirements, may be determined non-compliant. The Department reserves the right to wave minor irregularities in the replies.

1. _____ One (1) original ITN form properly completed and notarized, witnessed & three (3) copies
2. _____ All attachments initialed and included with ITN submission
3. _____ Scaled Floor plan showing present layout with dimensions
4. _____ Usable square footage proposed within the allowable range of 9,621 USF to 10,633 USF
5. _____ Special Power of Attorney for authorized agent, broker, or legal representative
(Attachment H) if applicable
6. _____ Documentation showing Offeror as controller of property (i.e. Warranty Deed)
7. _____ Authorization for corporation to conduct business in Florida

ATTACHMENT A
AGENCY SPECIFICATIONS

1. **General Building Requirements:** The proposed facility may be an existing building to meet the Agency Specifications.

The proposed space shall have a minimum ceiling height of eight (8) feet, although nine (9) to ten (10) foot ceilings are preferred. The total square footage must be contiguous or within walking distance to one another if proposing separate buildings.

- A. Licensed contractors shall perform all construction. The Proposer/Lessor agrees to provide all builder and subcontractor license information upon request to the Department of Juvenile Justice. The cost of construction, permits, inspections, and all fees associated shall be borne by the Proposer/Lessor. Commencing with the Architectural Engineering plans approval by the Department, the Proposer/Lessor shall provide detailed updated and current bi weekly construction schedules to the Department in order to achieve the required occupancy date. A construction schedule will be required by the Department during the construction/renovation project.
- B. During the initial pre-occupancy build-out of an existing building(s), or any future renovation project(s) and/or any maintenance/repair(s), the Proposer/Lessor shall be responsible for coordinating and obtaining approval of the project schedule with the Department. This includes, but is not limited to, Proposer/Lessor's responsibility for the associated costs of hiring a licensed and bonded vendor to ensure that damaged items will be repaired or replaced during the following:
 - 1. Relocating/staging Department's equipment/furniture in the applicable area(s);
 - 2. After the completion of the project, establish the necessary work space(s) by placing furniture in area(s) as designated by the Department;
 - 3. Provide required cleanup according to standard business practices of industry.

2. **Annual Inspections:** It shall be the Proposer/Lessor's responsibility to contact the Local Fire Protection Agency and arrange for a fire safety inspection of the leased space each year in conjunction with the yearly anniversary date of the Lease Agreement. Proposer/Lessor must remedy any deficiencies noted in the annual inspection in accordance with timeline(s) identified by the Local Fire Protection Agency. The Proposer/Lessor shall provide documentation of the fire safety inspection reports to the Department's designated representative and coordinate correction of deficiencies to minimize disruption to the office/operation. The cost of annual fire safety inspections, where applicable, shall be the responsibility of the Proposer/Lessor.

3. **Space Requirements:** Space must be designed to accommodate the approximate number and sizes of offices and work spaces listed below for DJJ's Circuit 17 Probation Office.

Agency Specifications / Space Needs			
Personnel Areas			
Description	SF	No.	Total Area
Enclosed Office (Window) Executive			
Enclosed Office (Window or Interior) Administrator	150	1	150
Enclosed Office (Interior) Manager	100	8	800
Workstation Professionals & Supervising	80	30	2400
Work Station Paraprofessionals	60	6	360
Standard Support Areas			
Description	SF	No.	Total Area
Lobby	100	1	100
LAN Room	75	1	75
Open Files	9	15	135
Storage	200	1	200
Breakroom	125	1	125
Copier/Printer/Fax Rm	75	2	150
Conference Room	250	2	500
Conference Room	100	2	200
Public Use Space			
Description	SF	No.	Total Area
Main Reception Area	100	1	100
Service Counter/waiting Area	250	1	250
Secure Interview Rooms	100	4	400
Secure Client Holding Rooms	80	2	160
ADA Unisex Rest Room for Probation Clients	80	2	160
Special Use Space			
Description	SF	No.	Total Area
Secure File Room for Active Client Files	250	1	250
Secure File Room for Closed Client Files	250	1	250
JPS Training Room	600	1	600
IT Storage/ Receiving/Workrooms Secured	125	1	125
Description	SF	No.	Total Area
Secure Urinalysis/ Probation Supply Closet	100	1	100
Net Usable Area (sum of personnel & support areas)			5,195
Circulation (35% of net usable area)			1,818
Net Useable Special Support Area			2,395
Circulation (30% of special use space)			719
Total SF Justified			10,127

4. Staff Restrooms:

- A. Provide and comply with all applicable building/permitting guidelines regarding number of women's and men's restrooms related to our square footage and **45 employees** and numerous visitors.
- B. Provide and comply with building/permitting guidelines for ADA Unisex Restrooms related to square footage and the number of employees and visitors.
- C. Women's restrooms are to be equipped with the following: Sanitary Napkin Receptacles, toilet seat dispenser/holder in each stall, no less than two (2) trash receptacles per restroom, no less than two (2) forced air hand dryers, and no less than three (3) soap dispensers. Each stall door shall be equipped with a hook so that purses or jackets may be hung. (All supplies shall be provided by Proposer/Lessor's janitorial service)
- D. Men's restrooms are to be equipped with the following: No less than two (2) trash receptacles per restroom, no less than two (2) forced air hand dryers, and no less than two (2) soap dispensers, toilet seat dispenser/holder. Urinals will be according to code. (All supplies will be provided by Proposer/Lessor's janitorial service)
- E. The Department shall be provided three (3) samples of a smooth Formica countertop and restroom partitions which to choose colors. The Department shall also be provided three (3) samples of flooring and paint colors to choose from.

5. ADA Unisex Rest rooms (for Probation Clients):

- A. Provide two (2) ADA unisex restrooms within Probation Unit's space and directly off the Probation lobby/waiting area.
- B. The ADA restroom is to be equipped with sink, hot and cold water, soap dispenser, forced air hand dryers, trash receptacles.
- C. All supplies will be provided by the Proposer/Lessor's janitorial service.

6. Signage:

- A. **Interior identification** – Proposer/Lessor shall provide an interior main directory in the lobby showing location of all programs and provide directional signs as required.
- B. **Restrooms and Special Use Rooms** – Proposer/Lessor shall provide signs to identify all restrooms, (handicap symbol on handicap restrooms) conference rooms, mechanical equipment, etc.
- C. **Offices and Other Rooms** - All rooms and/or offices shall be numbered consecutively and approved by the Department. Each room shall have a wall-mounted room number sign (2 inches x 5 inches) provided on the wall, not more than fifty-four (54) inches above the floor located immediately to the left of the door.
- D. **Exterior identification** - The Department shall require the Proposer/Lessor to provide Department signage on the exterior of the building as well as main entrance.
- E. **ADA compliant signage** - Raised letter signs with Braille shall be provided to identify all restrooms (international symbol of accessibility on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms.
- F. **ADA Complyancy** - Offeror agrees the leased premises and facility shall comply, prior to occupancy under the proposed lease agreement, with all ADA requirements and specifications.

7. Refrigerated Drinking Fountains:

- A. An ADA refrigerated (high-low) drinking fountain station shall be provided.

8. Floor Coverings:

- A. **Carpet** - New carpet tiles shall be installed prior to acceptance of the building, unless a written concession to accept 'as is' is given by the Department. All individual office spaces, and conference rooms shall be commercial grade anti-soil carpet tiles to benefit acoustics, comfort and minimum maintenance in cleaning. Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All carpet shall be of a color, quality and made by a manufacturer acceptable to the

Department, which will choose from a minimum of three (3) color assortments provided by the Lessor. Carpet tiles shall be replaced at the commencement of the first renewal option term, or as needed due to normal wear, as determined by the Department. Carpeting shall be treated to reduce staining. Carpet shall be professionally cleaned by the Lessor once a year or as needed due to unforeseen circumstances.

- B. **Tile** - New stone tile or VCT shall be installed in main lobby area, main corridors, breakroom, reception/waiting areas and restrooms and shall be installed prior to acceptance of the building(s), unless the Department accepts the flooring as is, in writing. All tile shall be of a neutral color and made by a manufacturer acceptable to the Department, which will choose from a minimum of three (3) color selections provided by the Lessor.

9. Paint:

- A. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and seventh year lease term due to normal wear, as determined by the Department.
- B. Touch-up painting shall be done as needed.
- C. High traffic areas shall be repainted every three years as requested by the Department.
- D. All painted surfaces shall be painted with a washable paint for easy cleaning using either a semi-gloss or satin finish paint. Flat paint will not be acceptable.
- E. The Department shall be provided with a minimum of three (3) color samples from which to choose color from. Only neutral colors will be acceptable.

10. Window Coverings:

- A. Exterior windows shall have commercial, horizontal blinds or shades and energy saving film or tint to facilitate sunlight and energy control.
- B. During the term of the lease and any renewals thereafter, the Lessor shall replace any worn or damaged window covering(s) and/or window tint, as requested by the Department.

11. Lighting:

- A. All leased space shall have LED or T-8 fluorescent lighting to provide a minimum lighting level of:
 - 1. 10 foot-candles - halls and corridors, etc.
 - 2. 30 foot-candles - other public areas
 - 3. 50 foot-candles - offices, classrooms, conference rooms, etc.
 - 4. 50 foot-candles – computer rooms
- B. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and Lessor will be responsible to test monthly.
- C. Parking lot and walk ways will be lighted with dusk to dawn lighting to assure complete illumination of the parking area, over outside exit/entry doors and sidewalks. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles. Such lighting shall follow the industry standards and all applicable Federal, State and Local codes and ordinances.
- D. Exterior light level of 1.0 foot candles for parking lot areas (measured with a General Electric-type 214 Light Meter or equivalent – Proposer/Lessor to provide).
- E. Parking garage light level shall be 10 foot-candles. Such lighting shall follow the industry standards and all applicable Federal, State and Local codes and ordinances.

12. Electrical Requirements:

Lessor shall provide at a minimum, the following:

- A. Three (3) duplex electrical outlets, per office (maximum four (4) offices per circuit), including adequate additional outlets in each open clerical/file area/work area
- B. Two (2) telephone/data jacks per office, conference rooms, including reception area.
- C. Four (4) dedicated circuits for the Break Room/Pantry.
- D. Class “B” surge protection on all 120/208 circuit break panels.

- E. 20 amp dedicated circuits for the Mail/Printer/Fax/Copier Room (s)
- F. Housekeeping circuits separate from office circuitry.
- G. Building must comply with National Electric Code latest edition at the time of occupancy.
- H. 20 amp dedicated circuits for each Telecommunications Room (LTER).

13. Security Requirements:

- A. Main entry doors shall be storefront glass double doors with push bar release and automatic closure devices. Automatic door closures will be programmed to unlock Monday-Friday 7:00 AM and lock at 5:30 PM. The Department will work with vendor of choice to provide access system to these doors at the lessee's expense.
- B. Video cameras to be installed in the main lobby or any 1st floor building(s) at all side exit/entry doors. (to be determined by program)
- C. All exterior side doors shall lock automatically upon closure.
- D. Lessor to install a maximum four (4) panic buttons and a maximum five (5) strobe lights throughout the lease premises. Placement will be determined during space planning by Program management.
- E. Interior security lights throughout the leased area, to include restrooms for security when main lights are off.
- F. Keys shall be provided to Lessee to the individual offices of all managers and above and other rooms designated by the Department that will require locksets and provided in accordance with a master keying system acceptable to the Agency.
- G. Fire alarm system: The Proposer/Lessor shall provide, maintain and monitor and all costs associated with this alarm to include maintenance of this alarm.
- H. Phone lines required for alarm system to be monitored twenty-four (24) hours/day and seven (7) days a week (24/7). The security alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
- I. All costs associated with the installation, monitoring, set-up and payment of installation of dedicated phone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the lessor.
- J. The monitoring of the fire alarm system shall be required 24 hours/7 days a week at the Lessor's expense.
- K. The cost for any false alarms caused by faulty equipment or systems that results in a citation, Lessor shall pay the cost.
- L. The Department reserved the right to work with the Lessor to determine which vendor performs this project.

14. Maintenance and Repairs:

- A. Proposer/Lessor shall provide Lessee a contact name, phone number, email of the individual that the Lessee is to contact to report maintenance and/or repairs to.
- B. Repair items that could cause further damage shall receive attention within twenty-four (24) hours, and if recurring problems do not receive attention within thirty (30) working days after notification is given to the Lessor in writing, the Lessee will have the right to complete the work, by a contractor of the Lessee's choice, and send the invoice to the Lessor for payment or the Lessee will deduct the invoiced amount from the Lessor's rental payment to satisfy the expense incurred.

15. Heating and Air Conditioning:

- A. Prior to occupancy, the entire air conveyance system shall be inspected by a licensed mechanical contractor, calibrated, tested and balanced by an HVAC contractor or engineer. **A copy of the inspection report shall be provided to the Lessee within thirty (30) days prior to the occupancy date.**

16. Miscellaneous Requirements:

- A. **Probation Lobby and Clerical Area** – A separate entrance shall be off the public main lobby/clerical area off the main entrance of the lobby so that Probation clients can sign in and wait to be seen by the supervising Probation Officer. This area shall include walls

(floor-to- ceiling) with **one** 3/8" thick Lexan windows with Margard II coating (or equivalent coating that protects against abrasions and yellowing), set no higher than 28" to 34" from the floor. Window(s) shall be 4' high x 4' wide.

1. Install one (1) pass-through port, which shall be cut concave into the counter or shall be cut out from the bottom of each window in order to allow documents or clipboards and/or fingerprint readers to be passed underneath-style of port and dimensions shall be provided by the Department (approximate dimensions 9" inches x 3.5" inches).
2. Provide Formica covered counters 28" to 34" above floor level and 19" deep to run the length of the wall under the pass-through windows on the Lobby/Reception side and twenty-four (24) inches deep on the clerical/staff area side of the pass-thru windows.
3. The counter in the clerical area side shall have lockable desk-style drawers, for each clerical work area, installed so that they pull out from underneath the main counter in areas/at heights specified by the Department. Each clerical work area shall have a mounted keyboard tray and port holes on the counter surface for computer wiring on the clerical area side.
4. The clerical area shall have multiple electric outlets and data/phone outlets installed.
5. Ensure one (1) ADA unisex restroom for clients' use shall be accessible from Probation's Lobby/Reception area. The restroom shall contain a commode, sanitary napkin dispenser, lavatory with mirror, soap dispenser and a forced-air hand dryer.
6. Four (4) hard wall interview rooms directly off the lobby within the non-secure area to include push button panic buttons.
7. Ensure the traffic-flow pattern used by the public/clients will not go thru the secure employee work area.
8. Provide one (1) electric operated lock between the Lobby/Access-way leading to the employee secure work areas. These electrically controlled pass-through doors shall be controlled from within the clerical area by separate control buttons at each control station/clerical work area.
9. Lessor shall be responsible for repair/maintenance of the equipment operating the doors, control stations, etc. These doors shall be solid and the door frames hollow metal. An automatic closure shall be installed on these doors
10. Install a flush-mounted ceiling fan (5-blade Hunter) in the Probation reception/waiting room. The on-off electrical switch shall be in the clerical staff work space.

B. Copier/Printer/Fax/Area:

- A. Provide **two (2)** telephone/data jacks or outlets for fax machine purposes within the Copier/Printer/Fax area or room(s) at a location to be designated by the Department of Juvenile Justice.

C. Break Room/Pantry: Each room shall include one kitchen-size stainless steel double sink and a counter top work area with 8 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent.

1. **Two (2)** duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided for convenience appliances.
2. Provide hot and cold water to the sink, a soap dispenser and a paper towel dispenser.

D. Conference Rooms and/or Training Rooms:

- A. Provide recessed lighting with a dimmer switch.
- B. Multiple electric outlets on walls. Minimum of four (4) per wall.
- C. Multiple electric and data ports installed in the floor for multiple use of computers for trainings.

E. **Storage Area(s):**

- A. Lessor shall provide floor-to-ceiling shelving in designated storage area(s), said shelving to be built on walls as specified by the Department. Shelving shall be plastic coated and adjustable.

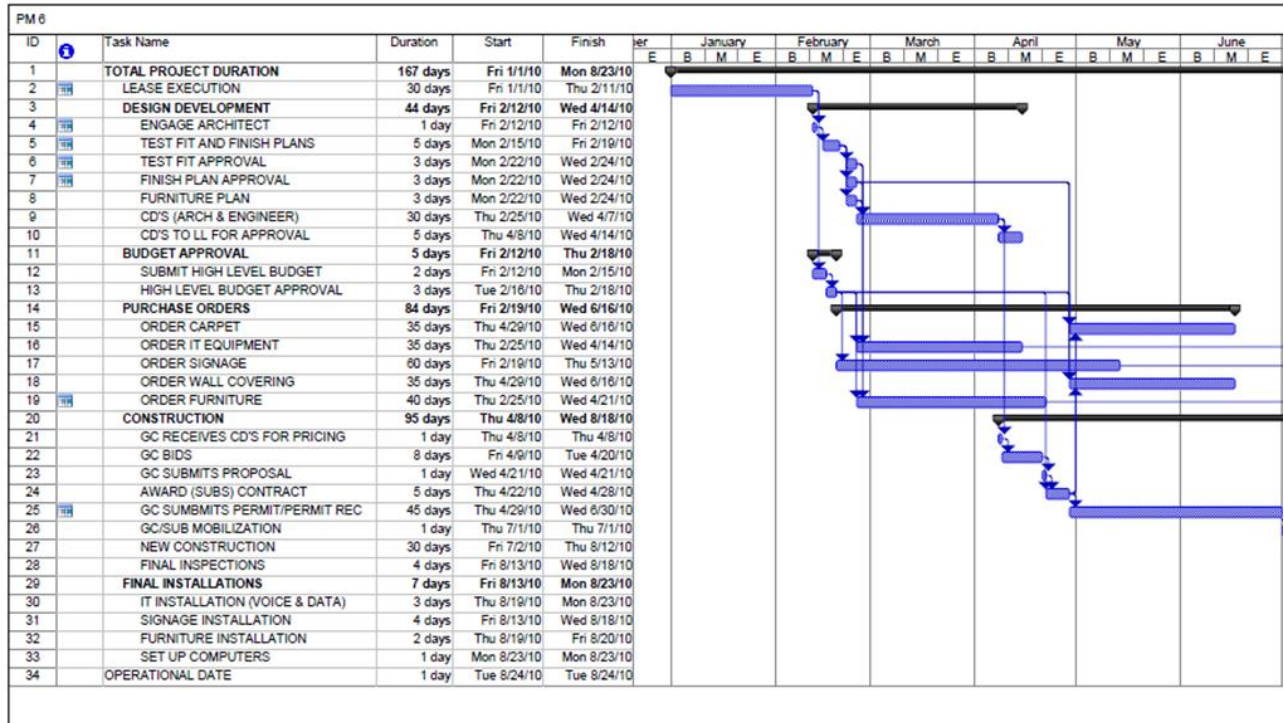
F. **Common Traffic Areas:**

- A. All building entrances and exits (for the space to be occupied) must have a minimum of a four (4) foot overhang.
- B. Trash receptacle must be provided at each entrance and exit. These items must be emptied/cleaned daily by janitorial staff.
- C. Door mats shall be provided at all entrances to protect floor coverings and cleaned daily by janitorial staff. Lessor shall replace door mats when worn.

G. **Wiring and/or Telephone Closet(s):**

Number of wiring closets needed is dependent upon the selected building layout, as the length of cabling run is limited to a maximum of 600 feet (see attachment for further requirements).

ATTACHMENT B CONSTRUCTION PROJECT SCHEDULE SAMPLE



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
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

Lessor Initial: _____ Page 2 of 8
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B. Option Term

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

Start (MM/DD/YYYY)	Term -	End (MM/DD/YYYY)	Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00
	-					\$0.00	\$0.00

5. Utilities

- A. The Lessor , Lessee , see Addendum will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease.
- B. For the facilities in which the Lessee occupies a metered, aggregate area of 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.

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

Day	From	To

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

7. Accessibility and Alterations

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

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

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

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

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

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

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

8. Applicable Laws

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

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

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 Form 4054
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- 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 5 of 8
 Lessee Initial: _____ Form 4054
 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: _____

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Form 4054

Lessee Initial: _____

Rev. Date 8/15

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

Lessor Initial: _____ Page 7 of 8
Lessee Initial: _____ Form 4054
Rev. Date 8/15

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	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	Lessor or Authorized Representative	Printed Name/Title	Date
X	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	Witness #1	Printed Name	Date
X	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	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	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	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	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	Chief Real Property Administrator	Printed Name	Date
X	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	Secretary or Authorized Delegate	Printed Name /Title	Date
X	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
	Office of General Counsel	Printed Name	Date

Lessor Initial: _____ Page 8 of 8
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**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AIR QUALITY ADDENDUM**

ADDENDUM A

LEASE NUMBER: _____

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

1. Indoor Air Ventilation & Minimum Moisture Standards:

Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2016. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.

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

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

3. Moisture Intrusion & Mold Amplification:

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

4. Lessee's Remedy to Indoor Air Quality:

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

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

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

LESSEE: Florida Department of Juvenile Justice

LESSOR:

Date

Date



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES

ADDENDUM NUMBER: B

LEASE NUMBER: _____

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

Should Lessor fail to complete renovations within the time frame specified in the Invitation to Negotiate, liquidated damages in the amount of up to **\$551.12** per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the Lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the Lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

Lessor:

Lessee:

Lessor Signature

Lessee Signature

ADDENDUM C



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

ADDENDUM:

LEASE NUMBER:

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

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

FLOORS	
DAILY:	Carpeted areas – Vacuum. Non-carpeted areas – Dust mop. Remove gum and other materials. Spot damp mop to remove stains or spots.
WEEKLY:	Non-Carpeted areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
	WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.
WEEKLY:	Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light 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).
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, pictures, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.

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



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES**

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.
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.
PEST CONTROL	
MONTHLY:	Interior and exterior as needed.

FM 4054D (R04/16)



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

MAINTENANCE SERVICES

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

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

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after-hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

(x) _____
Lessee Signature

Name /Title

Date

(x) _____
Lessor Signature

Name /Title

Date

(SEAL)

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

ADDENDUM D



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM

LEASE NUMBER:

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

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

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

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

Lessee

Lessor

(x) _____

Lessee Signature

Name/Title

Date

(x) _____

Lessor Signature

Name/Title

Date

FM 4054K1 (R01/12)



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

TELECOMMUNICATION AND SERVER ROOM SPECIFICATIONS
ADDENDUM E

****Requirements will be based on a site by site case which will be determined on existing wiring and space being offered**.**

ADDENDUM: _____

LEASE NUMBER: _____

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SECTION ONE - ENTRANCE FACILITIES, EQUIPMENT ROOMS, AND TELECOMMUNICATIONS ROOMS

(THESE SPECIFICATIONS ARE REQUIRED FOR ALL SITES)

SERVICE ENTRANCE – A Service Entrance shall be provided to allow the entrance of service provider cabling into the building. This entrance shall be constructed using a sleeve of corrosion resistant conduit, 4 inches in diameter to ensure the protection of incoming lines. The Service Entrance location shall be capable of accommodating the installation of a minimum of one additional conduit of equal size for future growth.

Equipment Room - An Equipment Room (ER) location shall be provided for the Service Entrance lines to interface with the Inside Building Cabling, using a Main Cross-Connect (MC). The Main Cross-Connect (MC) may be located as follows:

- A. In a Locked Panel Box on an exposed wall near the service entrance
- B. In a walk-in Equipment Room (ER), that houses the service entrance
- C. In a Telecommunications Room (TR) that also serves as the Equipment Room (ER)

MAIN CROSS CONNECT - The Main Cross-Connect (MC) facility require a plywood backboard 4' X 8' 3/4 inch thick treated with a fire retardant material and wall mounted. (Locked Panel Box facilities may dictate the use of a smaller backboard). At the Main Cross-Connect (MC) location, there shall be:

- A. One (1) dedicated, isolated ground, 120 VAC, 20 Amp quadruplex receptacle

- B. One (1) 6 AWG solid copper insulated electrical grounding wire from the building ground terminated to a 12" Telecommunications Grounding Bar on the (MC) backboard. (Cooper B-Line Manuf. Part # SBTGB or equivalent)
- C. Conduit equal in size and quantity of the Service Entrance conduits to the Telecommunications Room (TR), if the two rooms are not collocated. (ER) and (TR) locations shall be capable of accommodating the installation of a minimum of one additional conduit of equal size for future growth.

TELECOMMUNICATIONS ROOM (TR) AND SERVER EQUIPMENT ROOM

All rooms designated as a Telecommunications Room (TR), or as a Server Equipment Room, shall be a security room or a secured area, and be designated as "Restricted Areas". These areas shall have a sufficient HVAC system, to maintain an ambient room temperature of 72 degrees Fahrenheit (+ or – 5 degrees), 7 days a week, 24 hours a day. (24 x 7)

SECURITY ROOM – A security room is a room that has been constructed to resist forced entry. All doors shall be securely lockable using commercial building grade door locks. All windows shall also be securely lockable. All glass in doors or windows will be security glass per ANSI Z97.1-2009 Standard for "forced entry" security. Vents or louvers will be secured in a manner to prevent forced entry. Cleaning and maintenance will be performed only in the presence of an employee authorized to enter the room.

TELECOMMUNICATIONS ROOM (TR) REQUIREMENTS - A (TR) shall be provided that meets the Minimum Protection Standards, which requires that any Telecommunication Room (TR) or Server Equipment Room be designed as a "security room" or a "secured area". Telecommunications Room requirements are as follows:

- A. The (TR) should be centrally located to the leased space and may also serve as the Equipment Room (ER), containing the Main Cross-Connect (MC) facilities.
- B. Telecommunications Rooms (TRs) should be a minimum of 75 square feet with a height of at least 8 feet.
- C. The entry into the room shall be through a locked door at least 36 inches wide, and the (TR) shall only be accessible from the leased area.
- D. The room shall be served by a HVAC system, 7 days a week, 24 hours a day. (24 x 7), must be dust free, and in a location where electromagnetic interference is minimal.
- E. Additional HVAC or exhaust fans may be required if the room temperature exceeds the computer equipment recommended temperature range.
- F. In the (TR) there shall be conduit equal in size and quantity to the Service Entrance conduits from the Main Cross-Connect (MC) location if required.
- G. The (TR) shall contain the demarcation point for provider service lines, terminated for the building's telecommunications equipment and shall not contain any unrelated equipment.
- H. A plywood backboard, 4 X 8 feet by 3/4 inches, mounted on the longest unobstructed wall in the (TR) to support the installation any equipment necessary for the operation of telecommunication systems.

- I. An additional plywood backboard, 4 X 8 feet by 3/4 inches is required if the (TR) also serves as the Equipment Room(ER).
- J. The plywood backboards shall be securely affixed to the wall in such a manner that it shall support the weight of the cable, terminals, and other equipment that shall be attached to it.
- K. The plywood backboards shall be treated with fire retardant material.
- L. Electrical requirements in the (TR):
 - a. In the (TR) there shall be two (2) dedicated, isolated ground, 120 VAC, 20 Amp quadruplex receptacles on each wall.
 - b. In the (TR) there shall be (1) each dedicated, isolated ground, 120 VAC, 20 Amp quadruplex receptacle mounted immediately above the base of each rack.
 - c. In the (TR) there shall be one (1) 6 AWG, solid copper, insulated electrical grounding wire from the building ground, terminated to a 12" Telecommunications Grounding Bar on the (TR) backboard. (Cooper B-Line Manuf. Part # SBTGB or equivalent)

M. Equipment Rack requirements in the (TR):

- a. Awarded Bidder (Lessor) shall provide one (1) equipment rack system, and wire management harnesses for the Department's communication equipment in the (TR).
- b. The equipment rack shall be, AMP-559260-1, 19" x 7' (45U x 19"EIA x 3"D) or equivalent. (A standard, self-supporting aluminum 2-Post, 45U Relay Rack, designed specifically for use in telecommunications equipment installations.
- c. Wire management shall include a horizontal "ladder" cabling tray sufficient for the connection of the top of the rack system to the plywood backboard.
- d. Horizontal Wire Management shall include a minimum of two (2), 2Ru Wire Management Panels, (1) above and (1) below each Patch Panel. (one additional Wire Management Panel is also required *between* each Patch Panel when more than one Patch Panel is present) (Tripp Lite Mfg. Part# SRCABLEDUCT2UHD or equivalent)
- e. Vertical Wire Management Panels are required on each side of the rack, spanning the full height (6') on both sides. (Tripp Lite Mfg. Part# SRCABLERINGVRT or equivalent)
- f. The Equipment Racks shall be securely bolted to the floor with a minimum of two bolts on each base angle plate.
- g. The Equipment Racks shall be bonded to the building ground per electric code, using the Telecommunications Grounding Bar on the (TR) backboard.

(See APPENDIX A for sites utilizing multiple floors and/or multiple TRs)

Section Two – Horizontal Cabling

(These Specifications are Required for all Sites)

Horizontal Cabling - Horizontal cabling includes horizontal cable, telecommunications outlets and connectors in the Work Area (WA), mechanical terminations, and patch cords located in a Telecommunications Room (TR). Specifications per ANSI/TIA-568-C standards are as follows

- A. Horizontal cabling uses a star topology
- B. A minimum of two permanent links shall be provided for each work area.
- C. Each 4-pair cable shall be terminated to an 8-position, RJ45 modular jack at the Work Area (WA)

- D. The maximum horizontal copper/ UTP cable length shall be 90 m (295 ft.)
- E. Each 4-pair cable shall be terminated to an 8-position, RJ45 Patch Panel in the Telecommunications Room (TR)

Horizontal Cabling Components - The Horizontal Cabling Components extend from the Telecommunications Room (TR) to the telecommunications outlet/connector in the Work Area (WA) equipment and shall meet the requirements of ANSI/TIA-568-C standards.

- A. The recognized media which shall be used is 4-pair 100-ohm unshielded twisted-pair cabling (Category 5e, 6 or 6A)
 - a. Minimum cable specifications are Cat 5e, of the following or equivalent component:
Category 5e, Non-bonded-Pair Cable 4-pair UTP; BELDEN Manuf. Part #1583A 006U1000
- B. The Work Area (WA) telecommunications outlet and connectors shall meet Category 5e standards at a minimum. Minimum outlet and connector ratings must be Cat 5e, of the following or equivalent components:
 - a. Category 5e, RJ45, 2-Port Modular Jack Wall plate; LEVITON Manuf. Part #42080-2WS
 - b. Category 5e, RJ45 Modular Jack Insert; LEVITON Manufacturer Part #5G108-RL5
 - i. All Cat 5e, Cat 6, or Cat 6a jacks shall be terminated TIA/EIA T568B
- C. The Telecommunications Room (TR) Horizontal Cross-Connect (HC) terminations of the UTP cabling shall be terminated to a 48 port, 2RU, RJ45 Patch Panel. Minimum (TR) patch panel components must be Cat 5e rated, and consist of the following or equivalent component:
 - a. Category 5e, 2RU, 48-Port RJ45 Patch Panel; LEVITON Manuf. Part #5G596-U48
 - i. The 48 port, 2RU, RJ45 Patch Panel (HC) shall be permanently installed on the provided 19" Equipment Rack in the (TR)
 - ii. All Cat 5e, Cat 6, or Cat 6a Patch Panels shall be terminated TIA/EIA T568B
 - iii. All Cat 5e, Cat 6, or Cat 6a Patch Panels ports in a common (ER) or (TR) shall be numbered sequentially, with no duplication of port numbers
- D. Category 5e, Cat 6, or 6a Horizontal Cabling System Rating – With regard to the advertised capability of on installed cabling system, the lowest-rated component determines the overall rating of the cabling system (permanent links or channels) per ANSI/TIA-568-C.2 standard.

CABLING INSTALLATION

Physical Installation Processes - All cabling installation methods and procedures shall be compliant with ANSI/TIA-568-C standards

LABELING

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

- A. Each cable shall be permanently labeled at each end with a unique, 2-digit cable number.
- B. Each Fiber Enclosure shall be permanently labeled using an "xx-yy-zz" identifier.

- a. The “xx” identifies the type of room that the optical fiber is terminated in, either an Equipment Room (ER), or a Telecommunications Room (TR)
- b. The “yy” identifies the number of the room that the optical fiber is terminated in, either an Equipment Room (ER), or a Telecommunications Room (TR)
- c. The “zz” identifies the unique, 2-digit cable number.
- d. Example 1: Equipment Room (ER) # 1, Cable number 2 = Label “ER-01-02”
- e. Example 2: Telecommunications Room (TR) # 3, Cable number 5 = Label “TR-03-05”

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

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

SECTION THREE – HORIZONTAL CABLE DOCUMENTATION AND TESTING

(THESE SPECIFICATIONS ARE REQUIRED FOR ALL SITES)

CABLING SYSTEM DIAGRAMS

Schematic Diagrams - The Department may request two (2) reproducible sets of Cabling System Diagrams after contract completion. The diagrams shall indicate the location and labeling information of all cabling system components, and must be provided on a compact disks.

TESTING AND TEST RESULTS

All Backbone and Horizontal Cabling elements shall be tested per ANSI/TIA-568-C Standards. The ANSI/TIA-568-C Standards include component and cabling specifications as well as testing requirements for copper cabling, including Category 5e, Category 6 and Category 6A.

- A. The results of each test shall meet ANSI/TIA-568-C.2 minimum standards for Backbone and Horizontal Cabling.
- B. Optical Fiber Cabling fibers must be tested and accepted using TIA/EIA 526-14 Method B
- C. The Department may request a reproducible copy of the test results for all Backbone and Horizontal Cabling. The test results must be provided on a compact disk.

APPENDIX A

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

- A. Where Telecommunication Rooms (TRs) are not located on a common floor with the Equipment Room (ER), or Lessor shall provide Backbone Cabling facilities consisting of either:
 - a. Multi-mode fiber optic cable (50/125 micron/ minimum rating OM2), from the Main Cross-Connect (MC) to an Intermediate Cross-Connect (IC), in at least one (TR) per floor,
 - b. Alternatively, 100-ohm balanced twisted-pair cabling (Category 6 or 6A), from the Main Cross-Connect (MC) to an Intermediate Cross-Connect (IC), in at least one (TR) per floor.

- i. Copper Cable Specifications – A minimum of two (2) permanent links will be provided to at least one (TR) per floor, and must be terminated on a dedicated RJ45 Patch Panel in each (ER) and (TR)
 - c. Topology must be Star Topology per ANSI/TIA-568-C standards
 - d. No more than two Intermediate Cross-Connects (ICs) are allowed between the Main Cross-Connect (MC) and the Telecommunications Outlet (TO) in the Work Space, per ANSI/TIA-568-C.0 standard
 - e. Optical Fiber Specifications - The terminal ends of all fiber cable strands shall be terminated with ST Connectors. The connectors shall be mounted on patch panels and installed in 19 inch Rack Mounted Fiber Enclosures where an Equipment Rack is available, or alternatively, in a Wall Mounted Fiber Enclosure if no Equipment Rack is present. All fiber cabling and components shall comply with the following ANSI/TIA-568-C.0 standards:
 - i. Multimode optical fiber cabling: OM3; 850-nm laser-optimized 50/125 μm is recommended, OM2; 50/125 μm is allowed.
 - ii. Multimode optical fiber cabling must contain a minimum of 6 strands of fiber.
 - iii. Multimode optical fiber cabling shall be terminated on both ends using ST connectors with a maximum insertion loss of 0.75 dB.
 - iv. Single mode optical fiber cabling may be used where the required distance exceeds the limitations of OM3 multimode cabling for 1000BASE-SX Ethernet
- B. Locations offering the net square footage on multiple floors or in multiple buildings, one or more additional equipment rooms may be required, although the size of the room should be smaller than 75 square feet.
- a. Where multiple Telecommunication Rooms (TRs) on the same floor are more than 250 feet apart the, Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable from the Main Cross-Connect (MC) to an Intermediate Cross-Connect (IC), in each of the (TRs) on that floor; or
 - b. Alternatively, the Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable for a Horizontal Cross-Connect (HC) facility between the Telecommunications Rooms (TRs) on the common floor, per Department specification.
 - c. Where multiple Telecommunication Rooms (TRs) are located in separate building from the Primary Building's (ER)/ (MC) facilities, the Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable from the Main Cross-Connect location (MC) in the Primary Building, to the Main Cross-Connect location (MC) in the Secondary Building

LESSEE: Florida Department of Juvenile Justice

LESSOR:

Date

ATTACHMENT D



STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: _____

Purpose

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

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

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

2. Disclosure Requirements

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

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

Table with 3 columns: Name, Government Agency (if applicable), Extent of Interest (Percent). Rows show 0.00% interest for each entry.

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

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

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

Lease Number: _____

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: _____

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

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



*Division of State Fire Marshal
Bureau of Fire Prevention*

CONSTRUCTION SERVICES GUIDE

January 2018

JIMMY PATRONIS STATE FIRE MARSHAL

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I. INTRODUCTION:

633.218 – Inspections of state buildings and premises; tests of fire-safety equipment; building plans to be approved.

(3) All construction of any new, or renovation, alteration, or change of occupancy of any existing, state-owned or state-leased space shall comply with the uniform fire-safety standards of the State Fire Marshal.

(a) For all new construction or renovation, alteration, or change of occupancy of state-leased space, compliance with the uniform fire-safety standards shall be determined by reviewing the plans for the proposed construction or occupancy submitted by the leasee to the Division of State Fire Marshal for review and approval prior to commencement of construction or occupancy, which review shall be completed within ten (10) working days after receipt of the plans by the Division of State Fire Marshal.

(b) The plans for all construction of any new, or renovation or alteration of any existing, state-owned building are subject to the 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, which review shall be completed within thirty (30) calendar days of receipt of the plans by the Division of State Fire Marshal.

- (4) The Division of State Fire Marshal may inspect state-owned space and state-leased space as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire-safety standards. Whenever the Division of State Fire Marshal determines by virtue of such inspection or by review of plans that construction, renovation, or alteration of state-owned and state-leased space is not in compliance with the uniform fire safety standards, the Division of State Fire Marshal shall issue an order to cease construction, renovation, or alteration, or preclude occupancy, of a building until compliance is obtained, except for those activities required to achieve such compliance.
- (5) The Division of State Fire Marshal shall by rule provide a schedule of fees to pay for the costs of the inspections, whether recurring or high hazard, any fire-safety review or plans for proposed construction, renovation, or occupancy, and related administrative expenses.

The Bureau of Fire Prevention is the Compliance and Enforcement Arm of the Division of State Fire Marshal.

The Bureau is comprised of four (4) sections: Plans Review, Inspections, Boiler Safety, and Regulatory Licensing. Each building constructed with the State will be affected by at least two (2) and maybe all four (4) of these sections. The purpose of this guide is to identify the general requirements of the Bureau as they may affect your construction project. It includes a brief description of the codes and standards that will be used to evaluate your project both during the plans review process and in the field.

Plans Review

The Plans Review Section is tasked with the review of construction plans and documents for new construction, alterations, and renovations on all state-owned and state-leased spaces for compliance with the Florida Fire Prevention Code. Our objective is to identify code violations during the design phase, which reduces construction time, field inspection time, and has proven to be an effective value engineering tool in reducing construction cost to state agencies.

Inspections

The Section is comprised of 32 Fire Protection Specialists (inspectors) in six (6) regions throughout the state. Inspectors witness water supply installations and tests, and conduct systems and construction surveys to ensure work is completed in accordance with approved construction documents, and all adopted laws, codes and standards.

Regulatory Licensing

The Regulatory Licensing Section is charged with licensing and certification of the fire equipment industry and the fire protection industry. Field inspections are conducted to ensure that all work performed complies with applicable statutes, rules and adopted codes.

Boiler Safety

A "First Inspection" is required after the installation of non exempt boilers. Inspections may be performed by a state inspector or a special inspector employed by an Authorized Inspection Agency. Inspections are required in accordance with F.S. 554.108. If a boiler is located at public assembly locations, a Certificate of Operation is issued for one (1) year to a high-pressure boiler and two (2) years to a low-pressure boiler.

**Bureau of Fire Prevention
Casia Sinco, Bureau Chief
200 East Gaines Street
Tallahassee, Florida 32399-0342
Telephone (850)413-3621 Fax (850)414-6119**

<p>Inspection Section John Walker, Senior Management Analyst Supervisor 200 East Gaines Street, Tallahassee, Florida 32399-0342 Phone (850)413-3656 Fax (850)414-6119</p>	<p>Plans Review John Gatlin, Engineer IV 200 East Gaines Street, Tallahassee, Florida 32399-0342 Phone (850)413-3736 Fax (850)410-2467</p>
<p>Regulatory Licensing Keith McCarthy, Safety Program Manager 200 East Gaines Street, Tallahassee, Florida 32399-0342 Phone (850)413-3644 Fax (850)410-2467</p>	<p>Boiler Safety Program John Norman, Interim Chief Boiler Inspector 200 East Gaines Street, Tallahassee, Florida 32399-0432 Phone (850)413-3614 Fax (850)410-2467</p>

Field Offices

<p>North Region: Tallahassee Office Paul Dyer, Regional Supervisor 200 East Gaines Street, Tallahassee, Florida 32399-0342 Phone (850)413-3741 Fax (850)410-2467</p>	<p>Northwest Region: Fort Walton Beach Office William Tate, Regional Supervisor 105 Lewis Street, Suite 102, Fort Walton Beach, Florida 32547-3182 Phone (850)833-9038 Fax (850)833-9131</p>
<p>Northeast Region: Jacksonville Office Van Patterson, Regional Supervisor 921 N. Davis Street, Bldg B, Suite 270 Jacksonville, Florida 32209-8605 Phone (904)798-5805 Fax (904)353-2179</p>	<p>Central Region: Orlando Office Kimberly Mendoza, Regional Supervisor 3655 Maguire Boulevard, Suite 101 Orlando, Florida 32803-3047 Phone (407)316-4825 Fax (407)897-4384</p>
<p>Southeast Region: West Palm Beach Office Michael Long, Regional Supervisor 400 North Congress Avenue, Suite 230 West Palm Beach, Florida 334015213 Phone (561)640-6750 Fax (561)681-6383</p>	<p>Southwest Region: Tampa Office Agustin Valdes, Regional Supervisor 8800 Hidden River Parkway Palm Court @Hidden River, Ste. 200 Tampa, Florida 33637-1016 Phone (813)972-8656 Fax (813)558-5055</p>

II. STATUTES – RULES – CODES and STANDARDS:

The Bureau obtains its authority from Florida Statutes, Chapter 633. This statute provides authority for the development of rules and the adoption of fire-safety standards such as those produced by the National Fire Protection Association. The rules of the Division of State Fire Marshal are listed in Chapter 69A of the Florida Administrative Code. The applicable codes and standards are listed in Chapter 69A-3 and 69A-60 of the Florida Administrative Code. All projects must first comply with any statutory language addressing the issue in question. If the Construction Services Guide January 2018

statute is silent to the issue, the applicable rule would prevail over any adopted code of standard.

All state-owned buildings are subject to the Uniform Fire Safety Rules listed in Chapter 69A of the Florida Administrative Code. Uniform firesafety rules are developed by the State Fire Marshal and may not be modified by any law, rule, or ordinance of any other state agency or local fire authority. Deviations from the approved requirements may be permitted with the advance approval of the Plans Review Section Manager.

As support to the Florida Fire Prevention Code, the following is a partial listing of the more frequently used codes and standards:

- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 13, Standard for the Installation of Sprinkler Systems
- NFPA 13R, Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height
- NFPA 17A, Standard for Wet Chemical Extinguishing Systems
- NFPA 24, Standard for the Installation of Private Fire Service Mains and their Appurtenances
- NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- NFPA 30, Flammable and Combustible Liquids Code
- NFPA 70, National Electrical Code
- NFPA 72, National Fire Alarm Code
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations

The above list does not constitute a complete list of the applicable standards for your project. Please refer to the full text of Chapter 69A3 and 69A-60 Florida Administrative Code for other applicable standards.

III. LICENSING REQUIREMENTS:

Engineered Fire Protection System: The layout, fabrication, inspection, installation, alteration, or repair of an engineered fire protection system as defined in Section 633.102, Florida Statutes requires certification and licensing by the State Fire Marshal as follows:

- Contractor I Business includes all types of engineered systems.
- Contractor II Business is limited to water-based engineered systems.
- Contractor III Business is limited to chemical systems
- Contractor IV Business is limited to detached one family or two family dwellings
- Contractor V Business is limited to the underground piping for an engineered fire protection system beginning at the point piping is exclusive for fire protection and ending no more than one foot above the finished floor.

A Fire Protection System Contractor I, II, and V, may install the underground piping of a fire protection system, however the contractor who installs the underground piping from the point of service is responsible for completing the installation to the aboveground connection flange, which by definition is no more than 1 foot above the finished floor, before completing the Contractor's Material and Test Certificate for Underground Piping document.

Aboveground contractors may not complete the Contractor's Material and Test Certificate for Underground Piping document for underground piping or portions thereof which have been installed by others.

The Fire Protection System Contractor V may install the cross-connection backflow prevention device on new installations only. The retrofitting of a backflow device on an existing fire protection system will cause a reduction in available water pressure and probable system malfunction. The development of aboveground fire protection system hydraulic calculations is a task of the Contractor I and II.

A Contractor V is expressly prohibited from retrofitting cross-connection backflow prevention devices on an existing fire protection system, and only a Contractor I or Contractor II who is tasked to recalculate the system and take corrective actions to ensure that the system will function with the available water supply may retroactively install these backflow devices on existing fire protection systems.

NOTE: A utility contractor, licensed pursuant to Chapter 489, Florida Statutes, is prohibited from engaging in the layout, fabrication, inspection, installation, alteration, or repair of any fire protection piping.

Fire Alarm: The contractor installing the fire alarm system must be licensed by the Department of Business and Professional Regulations in one of the following classes:

- EC - Certified Electrical Contractor
- EF - Certified Alarm System Contractor I
- EY - Registered Alarm System Contractor I

Fire Equipment Dealer: The installation, service, repair, recharge, testing, marking, inspection, or hydro testing of fire equipment must be conducted by a business or individual licensed in one of the following classes:

- Class A – Portables excluding pre-engineered
- Class B – Portables, excluding carbon dioxide hydro testing
- Class C – Portables, excluding carbon dioxide hydro testing and recharging
- Class D – Pre-engineered Systems

Procedures: Plans Submissions

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. Plans approval is good for one year from the date of issue.

The construction contract must be maintained 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.

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Any change orders or redesign during construction that affect life safety shall be submitted with an application for review with the State Fire Marshal's permit 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.

Design Criteria:

The Life Safety portion of the plans shall be designed in accordance with the currently adopted edition of the Florida Fire Prevention Code. See Florida Administrative Code 69A-3 and 69A-60 for the adopted edition of the Florida Fire Prevention Code 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 for 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 0.0025 = 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 check, money order or, if a state agency is paying, a Samas – Journal Transfer. Please make check or money order payable to the Department of Financial Services. Fill in the memo portion with "SFM Plans Review fee" and return payment with invoice.

IV. TYPES OF CONSTRUCTION SITE VISITS:

The plans review process and fee includes a full and complete review of all required construction documents and up to three (3) construction site inspections. During the initial site visit, the regional inspector and supervisor, if available, may modify the number of inspections.

The purpose of the site inspection is to ensure the project is constructed in accordance with the approved construction documents and in compliance with all applicable laws, codes and standards. The site inspection may include verification and/or witness of an underground fire main installation, including flush and pressure testing, flow testing of sprinklers, testing of alarm devices, and pull stations, emergency lighting, fire and smoke dampers, assessment of the egress system, and other features of fire protection.

1. Underground Fire Main Visit:

If applicable, this site visit is required before backfilling the open trench, and covering the supply piping. The inspector will verify the underground installation is in compliance and witness the required pressure test and system flush.

2. **Intermediate Inspection Visit:**
This inspection occurs at approximately 50% of completion (before enclosing walls and ceilings). This inspection may include pressure test for sprinklers, location of pull stations, connections for strobes and horns, alarm wiring, stairs, ramps, etc. The intermediate inspection may be exempted at the Inspector's discretion, depending upon the size and complexity of the construction project.
3. **Final Inspections Visit:**
Final inspection must be completed by the Inspector to ensure that the construction/renovation is in accordance with the approved construction documents and in compliance with all adopted laws, codes and standards.
4. **Other Inspections**
 - a. **Special:** This inspection would include any inspection not otherwise specified such as but not limited to, an on-site visit to review and discuss proposed changes to the approved plans before submitting a change order to Plans Review Section.
 - b. **Boiler:** "First Inspections" are required after the installation of non exempt boilers. This inspection may be performed by a Special Inspector employed by an insurance company authorized to write boiler and machinery insurance in Florida, or a SFM Deputy boiler inspector, for locations that do not participate in the State insurance pool.
 - c. **Fire Protection Systems:** This inspection is for an installation of any fire protection system associated with or without new construction or renovations. The inspection will include all aspects of the proper installation and acceptance testing of the system.

V. HOW TO REQUEST AN INSPECTION:

State Owned Property:

The following visits must be considered and/or requested:

1. **Underground Verification:** **REQUIRED** if an underground fire main is installed. This must be performed before backfilling the trench and covering the piping.
2. **Intermediate Inspections:** The complexity of the project may require one or more inspections as determined by the assigned inspector.
3. **Final Inspection:** **REQUIRED.**

The construction documents must be approved prior to commencing construction. Any request for the use of an alternative system or changes made to the approved plans, must be approved by the Plans Review Section prior to installation or change. Throughout the various construction phases, all requests for inspection shall be made at least five (5) working days prior to the date requested. The request may be forwarded by electronic mail, U.S. mail, or facsimile to Assigned Inspector and Regional Supervisor at their address or fax number noted on New Construction Project Letter.

The assigned inspector in the office will contact the requestor to make final arrangements for the inspection. The request form shall be completed in its entirety. Furthermore, if the construction documents/plans have been disapproved by this office, the inspection will not be performed, and a stop work order may be issued.

Construction Services Guide January 2018

Revised plans must be submitted, approved, and the plans review fee paid in full before inspection services resume.

Should the project fail the inspection due to deficiencies, a re-inspection should be scheduled with the assigned inspector at the time.

State Leased Property:

Construction inspections for state leased property are requested in the same manner as for inspections of state owned buildings. The approved construction documents/plans should be secured on site. The complexity of the project may require one or more intermediate inspections as determined by the assigned inspector.

VI. INTERMEDIATE INSPECTION CHECKLIST:

Listed below are some features that may be inspected or witnessed during your intermediate construction inspection:

Fire rated partition construction, penetrations and locations, manufacturer's specifications or listings by recognized testing laboratories required to verify the quality of fire-stopping material.

Fire/smoke damper installations at required locations.

Stair details including the run and rise of treads and risers

Handrails and guardrails including height and spacing.

Integrity of stair enclosures and other vertical openings.

Number of exits.

Travel distance, common path of travel and dead-end corridors.

Placement of exit signs and emergency lighting fixtures.

Above ground fire sprinkler system that includes the following:

Witness hydrostatic test and obtain copies of Schedule A test certificates that are found in NFPA 13

Ensure that sprinkler head coverage meets code requirements. Installation of risers, mains and lines including hangers Review hydraulic calculations

Manufacturer's specifications or listings by recognized testing laboratories required to verify the quality of fire-stopping material.

Underground fire main for the fire sprinkler system that includes the following:

Witness hydrostatic test and flushing of the supply main and obtain copies of Schedule U test certificates that are found in NFPA 13. Verify location and installation of joints, retainers, and thrust blocks. Verify locations and accessibility of fire department connections, post indicator valves, fire hydrants, and backflow prevention valves. Manufacturer's specifications or listings by recognized testing laboratories required to verify the quality of fire-stopping material.

- Installation of emergency generator and witness acceptance (load) test. Obtain copy of test results.
- Installation of fire-jockey pumps and witness acceptance test. Obtain copy of test results.
- Kitchen hood installations including clearance of ducts from combustible material, clean-out doors on ducts, seamless exterior welds, height of discharge vent above roof, and that the top of the vent is hinged for access and cleaning of the fan motor.

- Inspection of fuel storage tank(s) and dispensing piping, and/or performance testing of LPG, flammable and combustible liquids and other hazardous material systems.

VII. FINAL INSPECTION:

Listed below are some features that may be inspected during your final construction inspection:

- Final fire rated partition construction and all visible penetrations through partitions.
- Perform or witness operational test of all smoke or fire dampers and ensure they are accessible for inspection/cleaning.
- Final stair details and enclosures.
- Locations of required fire rated doors/windows and ensure that doors and windows are a listed/labeled assembly or product, and that each function properly (self closures, latches, etc.).
- Placement of required exit signs.
- Exit door swing.
- Exits and access to exits: Check exit discharge for obstructions, and verify that it leads to the public way.
- Fire extinguisher ratings and placements.
- Conduct a final inspection on the fire sprinkler system including exterior items. Make sure valves are supervised, required signage is provided, riser is tagged, hydraulic calculation label is attached, required spare heads and wrench are present, and as-built drawings are provided to the building.
- If emergency generator is installed, a time activation test, emergency lighting, exit signs and other items connected to the generator will be tested while the building is on emergency power and in non-emergency modes.
- Building's electrical system to ensure there is no exposed wiring or live parts, and all circuit breakers are legibly identified as to their purpose.
- Final fire alarm system inspection to include testing EVERY device in the system and provide the following:
 - Certificate of Completion
 - Owner's manual and installation instructions covering all system equipment
 - Record Drawings (as-built)
 - Tag on panel in accordance with F.A.C. 60A-48
- Pre-engineered systems and witness acceptance test in accordance with manufacturers recommendations. Obtain copies of test results, owner's manual, and as-built drawings.
- Fire sprinkler system including flow test and alarm activation.
- Other fire suppression systems protecting special hazards, fuel storage tanks, and dispensing systems.
- Placement of building signage, including street address and other identifying markings.
- Evaluation of the fire alarm system layout.

Construction Services Guide January 2018

VIII. FEES:

The Plans Review Fee will include review of the construction documents, and up to three (3) construction site visits including, underground fire main verification, and intermediate, and final inspections. Additional visits required as a result of deficiencies found during the final inspection may result in additional fees billed to the contractor at a portal to portal rate of \$85.00 per hour, per inspector, plus expenses. With this in mind, the contractor should have completed all systems testing and inspection punch list, and should make the necessary corrections to prevent additional visits to the site. If, however, the contractor feels the need to cancel or postpone the final inspection, he may do so, without additional costs, by notifying the assigned inspector or regional office a minimum of 24 hours in advance of the established date and time of the scheduled inspection, exclusive of weekends and holiday

ATTACHMENT F



ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

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

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

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

Computer-Based Simulation Requirements

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

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

DMS EPA Review

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

Attachment G



Lease Number: _____

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

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

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

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

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

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

New Leases:

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

Warehouse/Storage/Hangar:

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

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

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

FM 4097 (R04/14)

Page 1 of 2

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

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

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

8. **NOTICES:**

To Tenant Broker: _____

To Owner: _____

To Tenant: _____

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

AGREED AND ACCEPTED this ____ day of _____, 20__

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

I, _____, _____
Name Street Address
_____, _____, appoint _____
City, State Zip Code Name
_____, _____, _____
Street Address City, State Zip Code

as my attorney in fact to act in my capacity to do any and all of the following:
Any acts necessary regarding the entering of a bid for Lease Agreement No. 800:0416

with the State of Florida, Department of Juvenile Justice,
for the Building at _____, _____, FL
Street Address City
_____ title to said property being held by _____
Zip Code Name

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

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

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
Name
personally known to me, who, after first being sworn by me, affixed his/her signature in the
space provided above this _____ day of _____, 20_____.

Notary Public (SEAL)

Printed Name of Notary Public My Commission Expires:



ATTACHMENT I
STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT I

MFMP REGISTRATION PROCESS

You must register your business with My Florida Market Place at the web site below in order to receive monthly lease payments. To register Go to:

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

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

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

- **Your CMBE information** (Certified Minority Business Enterprise).
- State-issued sequence number and PIN- If you were registered with the State of Florida prior to MyFloridaMarketPlace, you will need to know your state-issue sequence number and PIN to complete the registration process. If you do not have your sequence number and PIN, or if you do not remember your Username and Password, please click the 'Forgot Your Password' link above or call 866-FLA-EPRO (866-352-2776) to request this information.

If you are not the person who can provide this information for your business, please contact that person and ask them to register on behalf of your company.

If you have any questions during this registration process, please contact the Vendor Customer Service Desk at vendorhelp@myfloridamarketplace.com or by phone at 866-352-3776.

- **Please make sure when registering you use the name and address that appears as Lessor's Information on your agreement and use the FEID/SSN that appears on the lease agreement.**

Vendor W-9 Registration

Please see the below instructions for completing the Substitute W-9 on the Department of Financial Services website: <https://fvendor.myfloridacfo.com>. If you should have any questions about this process, please contact the Vendor Management Section at 850-413-5519.

A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS) and determine if a vendor should receive a Form 1099.

Use the DFS Substitute Form W-9 Verification website: <https://fvendor.myfloridacfo.com>. Paper Substitute Form W-9s are no longer accepted, unless you do not have computer access.

Completing your Form W-9 is a two-step process. In the first step, create your security profile (User ID and password) and in the second, create and submit your Substitute Form W-9.

Part I - Complete and Register the Profile Registration

1. Click on "Click Register Here" to Register. If already registered Click on "Click to Sign On"
2. Complete the Profile Registration Form (do not use commas or periods in the IRS Name).
3. Click the Register button
4. Obtain your User ID from your email

After you have completed the Profile Registration you will receive a User ID via email. Once you have your User ID, you can complete and submit your Substitute Form W-9.

Part II - Complete and Submit the Substitute Form W-9

1. Click on "Click Here to Sign On."
2. Enter the User ID that you received via email.
3. Enter the password you created during the Profile Registration.
4. Click the Sign On button.
5. Click on "Form W-9 Main Menu".
6. Click on "Complete New Substitute Form W-9."
7. Complete the Substitute Form W-9. The red asterisks indicate required fields. Please note only select the radio button "I am not" subject to backup withholding unless the IRS has notified you that you are subject to backup withholding.
8. Enter the password you created during the Profile Registration and click the submit button.

After you have submitted your Substitute Form W-9, your IRS Name and TIN will be sent to the IRS for verification. We will send you an email with the results. If the email indicates your IRS name and TIN match, you will have no further action. If the email indicates your IRS Name and TIN do not match you will need to return to DFS Vendor Website and correct your information.

You can find frequently asked questions and training resources online at <https://fvendor.myfloridacfo.com>. We encourage you to review these materials to become familiar with the verification process.

If you have any further questions or concerns regarding the Substitute Form W-9, please contact:
 Florida Department of Financial Services Vendor Management Section
 FLVMS@MyFloridaCFO.com
 850.413.5519



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT J**

Instructions for Direct Deposit Authorization

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

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

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

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

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

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

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

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

Section 4: International ACH Transactions (IAT): Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. Banking industry rules require the State, as originator of electronic payments, to identify payments where the entire payment amount is subsequently transferred to a financial institution outside the United States. The rules are referred to as “International ACH Transaction (IAT) rules” and are pursuant to requirements of the Office of Foreign Assets Control (OFAC), which is part of the United States Treasury. If an electronic payment is identified as an IAT transaction, the electronic payment must be sent to your financial institution in a special format. Contact your Financial Institution to see if IAT rules apply to you. The State of Florida does not send payments electronically to financial institutions outside the United States.

Terms and Conditions

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

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

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

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

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



Department of Financial Services
Division of Accounting and Auditing – Bureau of Vendor Relations

Vendor Direct Deposit Authorization

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