



STATE OF FLORIDA
DEPARTMENT OF STATE
INVITATION TO NEGOTIATE (ITN) 450:0115

DIVISION OF CORPORATIONS
31,550 (+/-5%) SF
TALLAHASSEE, FLORIDA
LEON, COUNTY

- I. INTRODUCTION AND OVERVIEW**
- II. INVITATION TO NEGOTIATE - INSTRUCTIONS AND GENERAL INFORMATION**
- III. INVITATION TO NEGOTIATE - REPLY WRITING GUIDELINES; TERMS OF THE REPLY**
- IV. LEASE TERMS AND CONDITIONS**
- V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION**
CRITERIA
- VI. PROTEST PROCEDURES**
- VII. CERTIFICATION**
- VIII. DEPARTMENT SPECIFICATIONS (ATTACHMENT A) OF THIS INVITATION TO NEGOTIATE, AND REQUIRED ATTACHMENTS B THRU K**

This ITN, future amendments, notices, etc., related to the ITN will be available and accessible thru the State's Vendor Bid System (VBS) link: http://myflorida.com/apps/vbs/vbs_main_menu

It is the responsibility of interested individuals to check the VBS site for future postings under the ITN.



STATE OF FLORIDA
DEPARTMENT OF STATE
INVITATION TO NEGOTIATE (ITN) 450:0115

ITN 450:0115 Division of Corporations
Submittal Cover Page

Offeror Name: _____ Title: _____

Company: _____ E-mail: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Address of the Proposed Space is: _____

Square feet offered in the Proposed Space is: _____

Building BOMA Rating as Supplied by Offeror (Tenant Broker will verify): _____

**Five Year Base Term with 2/5-year renewals
29,973 to 33,128 SF**

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section E on page 17.

Initial Lease Term	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Option Renewal Term 1	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Option Renewal Term 2	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Offerors must submit replies for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the Reply will not be evaluated.



STATE OF FLORIDA
DEPARTMENT OF STATE
INVITATION TO NEGOTIATE (ITN) 450:0115
ITN 450:0115 Division of Corporations

Submittal Cover Page

Offeror Name: _____ Title: _____

Company: _____ E-mail: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Address of the Proposed Space is: _____

Square feet offered in the Proposed Space is: _____

Building BOMA Rating as Supplied by Offeror (Tenant Broker will verify):

Seven Year Base Term with 2/5-year renewals
29,973 to 33,128 SF

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section E on page 17.

Initial Lease Term	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$

Option Renewal Term 1	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Option Renewal Term 2	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Offerors must submit replies for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the Reply will not be evaluated.



STATE OF FLORIDA
DEPARTMENT OF STATE
INVITATION TO NEGOTIATE (ITN) 450:0115

ITN 450:0115 Division of Corporations - Submittal Cover Page

Offeror Name: _____ Title: _____

Company: _____ E-mail: _____

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Address of the Proposed Space is: _____

Square feet offered in the Proposed Space is: _____

Building BOMA Rating as Supplied by Offeror (Tenant Broker will verify):

Ten-Year Base Term with 2/5-year renewals

29,973 to 33,128 SF

Provide the proposed Full Service rent (or describe a method of determining such a Full-Service rent figure) for each year of the Base and Renewal Option terms as specified in Section E on page 17.

Initial Lease Term	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$
Year 8	\$	\$
Year 9	\$	\$
Year 10	\$	\$

Option Renewal Term 1	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Option Renewal Term 2	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$

Offerors must submit replies for all lease terms being requested. Any proposal that does not contain rates for any term will be considered non-responsive and the Reply will not be evaluated.

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Department of State/Division of Corporations (hereinafter referred to as the "Department"), requests your participation in a space search in Tallahassee, Leon County, Florida [refer to detailed boundaries as specified in **Attachment B**]. The Department is seeking detailed and competitive proposals to provide built-out office facilities and related infrastructure for the occupancy by the Department. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate in accordance with this Invitation to Negotiate, see Attachment 'A' which includes the Department Specifications detailing the build-out requirements. The Department has authorized CBRE, Inc. (Tenant Broker Representative) to be its exclusive representative during this solicitation for space.

Competitive proposals may be submitted for consideration under this Invitation to Negotiate (ITN) for the lease of office space in either an **existing** building or a **non-existing** (build-to-suit/turnkey) building. **NOTE:** All buildings must comply with the Americans with Disabilities Act (ADA) as stated in Attachment A, Agency Specifications, Section 6.D., page 32.)

OPTION 1 - an 'existing' building: To be considered an 'existing' building, the facility offered must be enclosed with a roof system and exterior walls must be in place at the time of the submittal of the Reply.

OPTION 2 - a 'non-existing' building: Offeror agrees to construct a building as a 'build-to-suit' (turnkey) for lease to the Department.

All responses to this Invitation to Negotiate Number 450:0115 (hereinafter referred to as a "Reply" or "Replies") must be received by the date required in Article II, Section A, in written/typed form. The Reply must be sent, within the timeframes provided herein, to the Department at the address specified in Article II of this Invitation to Negotiate.

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

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

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

A. PROPOSAL REPLIES

Complete written Replies must be received at the below address no later than **10:30 AM (EDT) on October 12, 2017** in order to be considered. Submissions must include:

- The original and two copies of the Reply;
- Two (2) electronic copies (either CD-ROMs or thumb-drives in .pdf format)
- Submission must be in a sealed envelope (or other sealed/suitable package)
- The referenced ITN (**ITN Number 450:0115**) must be clearly marked on the outside of the sealed envelope.

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

Florida Department of State/Division of Corporations
ATTN: Vonda Murray – Purchasing Director
500 S. Bronough St.
Tallahassee, FL 32399

Replies which are late, unsealed, missing, and Replies which are deemed by the Department (in the Department'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.

Replies will be opened at **11:00 AM (EDT) on October 12, 2017** at the address referenced in Item C, Key Invitation to Negotiate Dates.

B. QUESTIONS REGARDING THE ITN

Any questions or clarifications regarding this ITN or its specifications must be submitted, in writing (which may include e-mail), to the Department's Official Contacts specified in **subsection D of this Article II**. Any such questions or request for clarification must be received no later than **2:00 PM (EDT) on August 7, 2017**. No facsimiles or telephone calls will be accepted for any reason. A Pre-Bid Conference for this ITN will be held at the time and date specified in the Schedule of Events and Deadlines set forth in **Section II.C.** below.

A Pre-Bid Conference is to review the ITN with interested Offerors so that areas of misunderstanding or ambiguity are clarified. The Department ***strongly encourages but does not require*** that all prospective Offerors participate in the Pre-Bid Conference, during which Offerors may pose questions. Attendance may be either in person or via teleconference. See Section C, Schedule of Events, below for further instructions.

Material clarifications, amendments to specifications, notices, and/or other information related to this ITN (as solely determined by the Department) will be posted on the Vendor Bid System (VBS) web site at: http://myflorida.com/apps/vbs/vbs_main_menu.

It is the responsibility of interested individuals to check the VBS website frequently for required Addendums, Notices and/or other postings relevant to this ITN.

This space is intentionally blank

C. KEY INVITATION TO NEGOTIATE (ITN) DATES

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

Date	Time	Schedule of Events**
07-21-2017	9:00am	Date on which the ITN is advertised on the Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_main_menu
08-02-2017***	2:00pm	*Pre-Bid Conference, see Section "B" above. <u>Dial-up Teleconference</u> : 1-888-670-3525; Participate Code : 8047003775 then # and follow prompts
08-07-2017	2:00pm	Deadline for submitting questions, in writing, relating to this ITN (Refer to Article II, Section B) No further questions accepted after this date.
08-11-2017	1:00pm	Date responses to written questions received relating to this ITN will be posted at: http://myflorida.com/apps/vbs/vbs_main_menu
10-12-2017	10:30 am	Deadline for Receipt of Replies. (Refer to Article II, Section A) <i>EXCEPTIONS AND/OR LATE REPLIES WILL NOT BE CONSIDERED</i>
10-12-2017***	11:00 am	*Opening of Replies Florida Department of State 500 S. Bronough St. Tallahassee, FL 32399
10-12-2017	11:00 am	Review for Mandatory Requirements.
10-13-2017 to 10-27-2017	9:30am - 5:00pm	*Time period for evaluation of Replies / Department's Evaluators Tour of Selected Offered Facilities.
10-30-2017 to 11-15-2017	9:00am - 5:00pm	Estimated time period for negotiation with preferred Offeror(s).
11-15-2017	10:00 am	* Meeting of Negotiation Team to Develop Recommendations for Award.
11-29-2017	10:00am	Estimated Notice of Intent of Award on Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_main_menu
11-01-2019	7:00am	Anticipated Lease Start Date.
All Offerors are hereby notified that the meetings noted with an asterisk () above are open to the public and may be electronically recorded by any member of the audience. Although the public is invited no comments and/or questions will be taken from Offerors or other members of the public (except for comments and questions of the potential Offerors at the Pre-Bid Conference.		

****NOTE:** The above 'Key ITN Dates' dates which are identified as 'estimated' are subject to change in the sole and absolute discretion of the Department. It is the responsibility of interested individuals to check the VBS website frequently for required Addendums, Notices and/or other postings relevant to this ITN.

*****NOTE:** All meetings will be held at the Department's Offices located at 500 S. Bronough St., Tallahassee, FL 32399-0700. All dates, times and locations are subject to change in the sole discretion of the Department. Such changes will be posted on the VBS Web Site.

D. OFFICIAL CONTACT PERSON(S) – TENANT BROKER

Questions relating to this ITN 450:0115 must be directed *in writing only* to the below-listed individuals:
All communication relating to this ITN should include the reference: ITN 450:0115 in the SUBJECT line.

Name:	Vonda Murray	David Hulsey
Title:	General Services Manager	Tenant Broker Representative
Address:	500 S. Bronough St.	CBRE, Inc.
	Tallahassee, FL 32399	Tallahassee, FL
E-mail:	vonda.murray@dos.myflorida.com	E-mail: david@tbsfl.com
Phone:	850-245-6590	Phone: 850-545-4990

The above listed contact persons are the only authorized individuals to respond to ITN comments and questions.

E. OFFICIAL CONTACT PERSON – OFFEROR

Each Offeror must provide the below contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: (Office) _____ **Cell)** _____

Fax: _____ **E-mail:** _____

F. PERFORMANCE BOND - REQUIRED FOR REPLIES FOR NON-EXISTING (BUILD-TO-SUIT) OFFERS

The awarded Offeror of a proposal for a non-existing/build-to-suit, shall submit a performance bond in the amount of 100% of the value of the tenant improvements required to complete the project. The performance bond shall be provided within **forty-five (45) days** after notification of Award. The tenant improvements cost shall be documented by an itemized construction cost detail worksheet for the project which has been prepared, dated and certified by the Offeror.

Failure by the awarded Offeror to provide the required performance bond and specified itemized construction cost detail documentation within the time designated shall cause the Department to withdraw the Award.

The Performance Bond must be renewed, as/if needed, until a lease agreement is consummated and the Offeror provides a 'Certificate of Occupancy'. The Performance Bond must be issued by a surety company licensed to do business in the State of Florida. The cost of the Performance Bond shall be borne by the Offeror. It is expressly understood that a final and fully executed lease will not be delivered to the Offeror (Lessor) until the Performance Bond meets the satisfaction of the Department (Lessee).

Only the Awarded Offeror for a non-existing (build-to-suit) proposal is required to provide the specified Performance Bond. **Offeror agrees to the requirement to provide a Performance Bond and itemized construction cost detail worksheet, if awarded the ITN, for the project as specified above. (use an X to mark one of the following)**

YES _____ or NO _____

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

G. PUBLIC ENTITY CRIMES STATEMENT

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

H. SUBMISSION OF MULTIPLE REPLIES

If an Offeror has more than one site to be offered under this ITN, he/she may submit a complete Reply for each site in a separate sealed envelope in accordance with Section II (A) above. All other terms and conditions required by this ITN are applicable for each submittal.

I. 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.

J. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at the Department of Management Services' Leasing Office because of a disability should call [Vonda Murray, \(850\) 245-6590](tel:8502456590), at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, use the Florida Relay Service at (800) 955-8771 (TDD) in order to contact the Leasing Office.

K. CLARIFICATIONS

Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of replies. Offerors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Offeror. 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 Offeror's Reply. Failure to provide requested information may result in rejection of the Reply.

L. RECEIPT OF REPLIES AND WAIVER OF MINOR IRREGULARITIES

- **Receipt Statement.** Replies not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the Offeror by the Department. The Department will retain one unopened original for use in the event of a dispute.
- **Binding Replies.** By submitting a Reply, each Offeror agrees that its Reply shall remain a valid offer for at least **90** days after the Reply opening date and that, in the event the lease award is delayed by appeal or protest, such **90**-day period is extended until entry of a final order in response to such appeal or protest.
- **RIGHT TO NEGOTIATE DIFFERENT TERMS AND RELATED PRICE ADJUSTMENTS.** Offered prices/rates should assume those terms apply, but the Department/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the State's best interest to do so.

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

- **Waiver of Minor Irregularities.** The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the Reply or give the Offeror a substantial advantage over other Offerors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. In doing so the Department may request an Offeror to provide, and at the request of the Department the Offeror may provide to the Department, clarifying information or additional materials to correct the irregularity. However, the Department will not request and an Offeror may not provide the Department with additional materials that affect the price of the Reply, or give the Offeror an advantage or benefit not enjoyed by other Offerors.
- **Request to Withdraw a Reply.** A written request to withdraw a Reply, signed by the Offeror, may be considered if received by the Department **within 72 hours** after the Reply opening time and date. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error on the part of the Offeror.

M. REJECTION OF ALL REPLIES.

The Department reserves the right to reject all replies at any time, including after an award is made when to do so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Offeror.

N. WITHDRAWAL OF ITN.

The Department reserves the right to withdraw the ITN at any time, including after an award is made when to do so would be in the best interest of the State, and by doing so assumes no liability to any Offeror.

O. RESERVED RIGHTS AFTER NOTICE OF AWARD

The Department reserves the right to schedule additional negotiation sessions with Offerors identified in the posting of a Notice of Award in order to establish final terms and conditions for contracts with those Offerors.

The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any Offeror at any time prior to execution of a contract.

P. PUBLIC RECORDS

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, is subject to the Florida public records laws. Sealed replies, or Offers received by an Department pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

Q. FAMILIARITY WITH LAWS

The Offeror 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 Offeror shall in no way allow relief from responsibility. All costs associated with compliance shall be borne by the Offeror. 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.

R. 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 replies received in response hereto. Florida law, excluding 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 Offeror shall not constitute a cognizable defense against their effect.

S. 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, Florida.

T. 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.

U. VENDOR REGISTRATION IN MYFLORIDAMARKETPLACE.

To comply with Rule 60A-1.030, Florida Administrative Code (F.A.C.), each successful vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1030(3), F.A.C., in order to be paid. If the vendor is already registered in MyFloridaMarketPlace the vendor may include a signed Certification of Registration. Vendors who are not subject to registration requirements should include proof of exemption by Rule from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the Reply; however, such failure must be remedied prior to execution of a contract, if any. **(Attachment G)**

V. LOBBYING AND INTEGRITY

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

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

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

NOTE: All

(A) Control of Property (Applicable for Replies for Existing and/or Non-Existing Buildings)

For a Reply to be responsive, it must be submitted by one of the entities listed below, and the Reply must include supporting documentation proving control of the property proposed. This requirement applies to:

1. The real property (land);
 2. The proposed building(s) (or structure(s));
 3. The proposed parking area(s). Control of parking includes the area(s) of ingress and egress to both the real property and the building(s).
- **The owner of record of the facility(s) and parking area(s)** – Submit a copy of the deed(s) evidencing clear title to the property proposed.
 - **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 - **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the Reply.
 - **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility(s) and/or parking area(s) from the owner of record which, if exercised, will result in the proposer's control of the property within **forty-five (45) days** of the notice of award. Failure to provide proof of ownership of the proposed property within **forty-five (45) days** of notice of award shall render the award null and void.
 - **The Holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by this State. A copy of the lease agreement between the owner and the lessee must be provided to the Department at the time of submitting the Reply to this proposal.

(B) Control of Property (Applicable for Replies for Non-Existing Buildings)

- For a Reply to be responsive, Offeror shall meet the requirements specified in 1 (A), Control of Property (above); and,
- **The holder of an option to purchase** – Submit documentation of a valid option to purchase the real property (land) from the owner of record which, if exercised, will result in the proposer's control of the property offered under this ITN within **forty-five (45) days** of the notice of award. Failure to provide proof of ownership of the proposed property within **forty-five (45) days** of notice of award shall render the award null and void.

Offeror/Lessor understands the requirements as identified in this Article III, 1 (A) and (B) - Control of Property, for Replies for 'existing' and for 'non-existing' properties, and agree to comply.

(use an X to mark one of the following):

YES _____ or NO _____

2. **Space Planning, Architectural Renderings, Scaled Floor Plans:**

(A) Replies for Existing Buildings

For Replies for an **existing building**, each Reply shall include architectural floor plans and details as specified below for the proposed building:

- A floor plan to scale (Example: 1/4" or 1/2" = 1'0") showing the **present configurations** with verified square footage measurements and a summary of square footage measurements and square footage calculations to include: **(a)** total gross square feet, **(b)** total non-usable square feet and **(c)** total net usable square feet;
- If during space planning, the offeror's architect can value engineer the space and fit the Department into a space that is smaller than outlined in Attachment A, consideration will be given to the reduction.

(B) Replies for Non-Existing (build-to-suit) Buildings

For Replies for a **non-existing building**, each Reply shall include architectural floor plans and details as specified below for the proposed building:

- A proposed configuration based on space use, design and configuration typical of an administrative office, operational support space use, public space, corridors, utility core and parking area(s) as outlined in this ITN;
- Each Reply shall include a floor plan of the proposed space. The floor plan shall delineate space utilization consistent with Attachment A – Space Requirements (pages 29-47). The floor plan shall include square footage measurements and square footage calculations summary to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet; All square footage measurements must be accurate and verified at the time of submission;
- The plans shall offer a rendering of elevations and cross-sections of the building; and,
- The plans shall indicate a rendering of exterior design, construction materials(s) and colors of the building.

Offeror agrees to provide architectural plans and details (as described in Article III, Item 2 (A) and (B) above) and agree to comply. Failure to comply will result in a non-responsive Reply and the offer will not be considered. (use an X to mark one of the following): YES _____ or NO _____

Prior to negotiations with Offeror's, revised 'test fit' floor plan and facility build-out renovations/and or construction information may be required.

B. REQUIREMENTS SPECIFIC TO REPLIES FOR NON-EXISTING, BUILD-TO-SUIT (TURNKEY) LEASES

In accordance with Florida Administrative Code (FAC) 60H-1.017 Turnkey Lease, the selected Offeror shall provide, as a minimum, the following documents within **forty-five (45) days** after notification of Award. Failure to comply shall render the Award null and void.

- Compete and satisfactory evidence of ownership;
- A local tax assessor's appraisal of the site;
- A site Survey;
- Developer's estimated valuation cost of construction per square foot;
- Site Improvement information to include the following:
 - 1) Grading outside the building;
 - 2) Sanitary and storm sewers;
 - 3) Landscaping;
 - 4) Paving and retaining walls;
 - 5) Water;

- 6) Gas and electric distribution systems;
- 7) Telecommunications distribution (street to building demarcation and intra-building);
- 8) Extraordinary excavation and/or foundations;
- 9) Life cycle cost analysis pursuant to Section 255.255, F.S. (See Code Rule 60D-4.004, Florida Administrative Code);
- 10) Parking areas(s) including site location, driveway ingress and egress;
- 11) Architectural Engineering (A/E) Plans shall include, as minimum:

The following documents will be required within Ninety (90) days after notification of Award:

- Floor plans (based on final design/layout, as arrived at between Offeror and Department), which shows the utility core, office space, public space, corridors and parking areas (scale 1" = 8').
- The response signed by the developer or his/her duly authorized representative. Corporate, trade, or partnership titles may be stamped, written or typewritten, but the actual signature of the authorized representative must appear on the response. If the response is signed by a developer's agent, the agent must demonstrate authority to sign and it shall accompany the response.
- Architectural floor plans with square footage measurements to include the total square footage equal to 'net usable' square feet and the 'non-usable square feet. Floor plans to be drawn to scale (Example: 1/2" = 1'0"). The floor plan shall delineate space utilization consistent with Item 13 – Space Requirements (page 30). The floor plan shall include square footage measurements and square footage calculations summary to include: **(a)** total gross square feet, **(b)** total non-usable square feet, **(c)** total net usable square feet and **(d)** summary measurements of (a)(b)(c);
- All square footage measurements must be accurate and verified at the time of submission;
- Elevations and cross section of building indicating exterior design, material and colors (scale 1" = 8');
- Parking area(s) including site location, driveway, ingress and egress; and,
- The plans shall be prepared and signed by a licensed architectural engineer, dated and have seal affixed.

Offeror understands the above and agrees to comply with these requirements within the timeline stated. (use an X to mark one of the following): YES _____ or NO _____

C. TERMS OF THE REPLY

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

D. COST OF DEVELOPING AND SUBMITTING THE REPLY

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

IV. LEASE TERMS AND CONDITIONS

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

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Department is seeking a **29,973 to 33,128 net** usable square feet of space (as defined below) within the Boundaries (as set forth in Attachment "B").

Reply must specify the amount of "net usable square feet" offered within the minimum-maximum range stated above. The Department may accept a proposed location containing a lesser square footage if in the best interest of the Department.

The Offeror of the Reply selected for award shall provide documentation within thirty (30) days after notification of award), that the total net usable square feet offered in the Reply shall be provided to the Department as contiguous space. Failure to provide documentation shall render the Reply null and void.

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

The space is to be used a professional office for the Florida Department of State/Division of Corporations.

Any and all references to square feet of the Proposed Space contained in a Reply must be "usable square feet" in accordance with the Standard Method for Measuring Floor Area in Office Buildings (Florida Administrative Code 60H-2.003). The Department and DMS reserve the right to independently verify the space measurement.

The type of space offered (existing or non-existing), the amount of 'usable square feet' of space offered, and location information for the space offered below:

• **THE TYPE OF SPACE OFFERED IN THIS REPLY IS:**

- An Existing Building YES _____ or NO _____
- A Non-Existing (Build-to-Suit) Building YES _____ or NO _____

• **THE NUMBER OF NET USABLE SQUARE FEET (WITHIN THE MINIMUM/MAXIMUM RANGE) OFFERED IS:**

Net Usable Square Feet Offered

• **US POSTAL ADDRESS OF THE PROPOSED SPACE IS:**

Street

City

Zip Code

• **PROPOSED BUILDING AND LOCATION WITHIN THE BUILDING:**

Name of Building

Floor Number

Suite Number (of Main Entrance)

Other Building/Location Information (Specify-if applicable)

• **PROPERTY PARCEL ID NUMBER (County):** _____

• **BUILDING BOMA Rating:** Class: _____

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

BOMA Building Classifications (as defined by the Building Owners and Managers Association)

Reply to identify the BOMA Rating of the offered property, *based on its current condition*, in accordance with BOMA Building Classifications.

Class A: Building has excellent location and access to attract the highest quality tenants. Building must be of superior construction and finish, relatively new or competitive with new buildings, and providing professional onsite management.

Class B: Building with good location, management and construction land tenancy. Building can compete at low end of Class A. Class B building finishes are fair-to-good for the area and systems are adequate.

Class C: Generally an older building with growing functional and/or economic obsolescence. Building competes for tenants requiring functional space at rents below the average of the area.

Class D: An older building in need of extensive renovations as a result of functional obsolescence or deterioration.

B. LEASE COMMENCEMENT DATE – NOVEMBER 1, 2019

The Proposed Space is to be made available on **NOVEMBER 1, 2019, the Lease Commencement Date**. Should the successful Offeror/Lessor fail to make the space available for occupancy by **NOVEMBER 1, 2019**, as specified in the Reply; the Offeror/Lessor shall be liable to the Department for liquidated damages in the amount of **\$2,525.00** for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror to request an extension (in writing) from the Department. If the delay is greater than **ninety (90) days**, the Department shall have the right to terminate the lease.

Offeror/Lessor agrees to make the Proposed Space available for occupancy by the Lease Commencement Date. (use an X to mark one of the following): YES _____ or NO _____

The Department shall be allowed to move office equipment and furniture into the premises and operate **thirty (30) days prior to the Lease Commencement Date at no charge to the Department**.

Offeror/Lessor agrees to make the Proposed Space available and ready to operate five (5) days prior to the Lease Commencement Date at no charge to the Department. (use an X to mark one of the following):

YES _____ or NO _____

C. TERM AND RENEWAL OPTIONS

The term of this requirement will be **Option 1 - 60 months (5-years) OR Option 2 - 84 months (7-years) OR Option 3 - 120 months (10-years)** from the Lease Commencement Date. The State requires a minimum of **two (2) renewal options** for **five (5) years** each. Verify that you will be able to provide the State with this term and these renewal options. As to the renewal options, propose rates for each year of the renewal term(s).

Offeror agrees that the Proposed Space will be available to the Department throughout the Initial Lease Term (this includes the base term and optional renewal terms) as specified above (use an X to mark one of the following):

YES _____ or NO _____

D. DEPARTMENT DISCLOSURE AND COMMISSION AGREEMENT (TENANT BROKER)

Offeror understands the Department is utilizing the services of a Tenant Broker representative for this lease space requirement and the successful Offeror shall execute a Commission Agreement, in coordination with the Department's Tenant Broker representative, within **fifteen (15) business days** of notification of Award.

Offeror agrees and acknowledges that a Tenant Broker Commission Agreement is a requirement and the successful Offeror shall be required to execute a Commission Agreement as described above.

(use an X to mark one of the following):

YES _____ or NO _____

E. FULL SERVICE (GROSS) RENTAL RATE

The Offeror shall provide the Department 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, water, insurance, interior and exterior maintenance, recycling services, garbage disposal, pest control, security system installation and maintenance, and any amortization of required tenant improvements to the proposed space). There shall be no pass through of additional expenses. The proposed Full Service lease rental rate for each year of the Initial Term must be provided. The State is exempt from sales tax on all rent payments. Submitted lease rates are negotiable. Offerors must provide their best, firm lease rates. Lease rates that are contingent, involve a basic rate plus "cap" or "range" for such things as tenant improvements will be deemed non-responsive.

The present value discount rate to be used in evaluating the base term of the Replies received is 1.81%.

F. PERMITTED USE BY THE STATE

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

Offeror agrees and acknowledges that the use of the Proposed Space as described above is acceptable and that it is compliant with all laws: (use an X to mark one of the following):

YES _____ or NO _____

G. TENANT IMPROVEMENTS

The State requires a "turn-key" build-out by the Landlord. Therefore, Offeror shall assume all cost risks associated with delivery in accordance with the required specifications detailed in this ITN, including **Attachment A** (pages 29-47).

Additionally, replies for space which is currently under lease with, or occupancy by, the Department of State/Division of Corporations does not exclude the Offeror from meeting the requirements specified in this ITN document.

Offeror agrees to provide "turn-key" build-out/improvements in accordance with the specifications detailed in this ITN. (use an X to mark one of the following):

YES _____ or NO _____

H. OTHER TENANTS

If the offered space and/or parking spaces (or any portion of either), is presently occupied or will be covered by an active lease(s) at the specified availability need date of this ITN, the Offeror is responsible for providing written documentation, with the Reply, of the tenants' acknowledgment the Offeror's proposal and tenant's ability and willingness to vacate the premises, in order to allow Offeror to commence and to satisfactorily complete renovation work which will allow the Department's specified occupancy date of **November 1, 2019**. (See IV-Lease Terms and Conditions, Item B, page 16).

Offeror agrees to disclose, with the Reply, other tenant arrangements of the proposed office space and proposed parking spaces and that such tenant arrangements shall not impact the availability of the offered space, parking, or any part thereof, to the Department by the specified need date. (use an X to mark one of the following):

YES _____ or NO _____

I. ENERGY STAR RATING

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

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

Does this facility currently meet the standards of an Energy Star Building as determined thru the above website? (use an X to mark one of the following): YES _____ or NO _____

J. LEASE

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

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

K. ANTENNA ROOF RIGHTS

At all times during the Lease Term and during subsequent renewal terms, the State shall have non-exclusive right to place one or more antennas 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.

Offeror agrees to the terms of this Section K (use an X to mark one of the following): YES _____ or NO _____

L. ATTACHMENTS

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

- Attachment A** Department Specifications – Provided as a construction cost guide for Offerors.
- Attachment B** Boundaries – details the boundaries within which all Proposed Space must be located.
- Attachment C** Lease Agreement – This State Form Lease, and Addendums thereto, is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is only a basic standard lease form. Other terms and conditions may be required by the State in order for a lease to be consummated.
- Attachment D** Disclosure of Ownership – Each Offeror must **complete and return** this form with the Reply.
- Attachment E** State Fire Marshal – This attachment provides general directives with regard to the Offeror’s compliance with the requirements of the State Fire Marshal, including their ‘Application for Plan Review’. This requirement must be met prior to Lease approval.
- Attachment F** Energy Performance Analysis (EPA) – This Attachment provides a description of the State’s energy requirements for the Proposed Space. The Offeror selected for award under this ITN shall comply with this requirement before final approval of the lease agreement.
- Attachment G** Doing Business with the State of Florida – This attachment provides general instructions for registration with various State governmental agencies which the Offeror must complete if awarded the ITN:
- Attachment H** Standard Method of Space Measurement – This attachment provides methodology for measurement of the usable square footage of the proposed space. The measurements are to be used on architectural plans to document the applicable usable square footage.

- Attachment I** Business References of Offeror – Offeror must **complete and return** a copy with the Reply.
- Attachment J** Commissions Agreement (Tenant Broker) – At the time of submittal of a Reply, Offeror shall agree to execute a Commission Agreement if Offeror is selected for award. The Offeror which is selected for award shall, in coordination with the Department’s Tenant Broker, complete and execute a Commission Agreement within **fifteen (15) business days** of notification of award. All signatures on the Tenant Broker Commission Agreement must be ‘originals’.
- Attachment K** Special Power of Attorney – If applicable, must be completed and executed by the Owner and returned with the Reply.

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

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

M. PARKING

Adequate parking for Department’s employees and visitors is mandatory. All Offerors must submit with the Reply a site layout with all parking spaces and utilization of spaces shown, with a minimum of five parking spaces per 1,000 SF (5:1,000) available to the Department. An Offeror for Proposed Space in a multiple tenant facility must include the total number of parking spaces and parking commitment to other tenants. Preference may be given to replies which includes ‘on-site’ parking. (see Item 5, Attachment A - Department Specifications, page 30-31).

Offeror acknowledges the above and affirms that the Proposed Space meets the parking requirement set forth in this Section M (use an X to mark one of the following): YES _____ or NO _____

N. DISCLAIMER

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

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 Department at any time.

Offeror understands and agrees with the Disclaimer set forth in this Section N (use an X to mark one of the following): YES _____ or NO _____

V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

Reply Evaluation and Negotiation Process: Using the evaluation criteria specified below, the Department shall evaluate and rank Replies and, at the Department’s sole discretion, proceed to negotiate with Offerors as follows:

- The highest ranked Offeror(s) will be invited to negotiate a contract. If necessary, the Department/Tenant Broker shall request revisions to the approach submitted by the top-rated Offeror(s) 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.
- The Department reserves the right to negotiate with all responsive and responsible Offerors, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Department/Tenant Broker retains the discretion to negotiate with other qualified Offerors as deemed appropriate.
- Before Award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Offerors may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Offeror. 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 Offeror’s Reply. Failure to provide requested information may result in rejection of the Reply.
- The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- In submitting a Reply, an Offeror agrees to be bound to the terms contained in that Reply for a minimum of sixty (60) days from the date the Department’s notice of award is posted on the State’s Vendor Bid System (VBS). Offered prices/rates should assume those terms apply, but the Department/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the State’s best interest to do so.
- The Department reserves the right to reject any and all Replies, if the Department determines such action is in the best interest of the State or the Department. The Department/Tenant Broker reserves the right to negotiate concurrently or separately with competing Offerors. The Department reserves the right to waive minor irregularities in Replies.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror’s Initials

PROPOSAL EVALUATION CRITERIA

Criterion 1 - Rental rates per square foot for basic term of lease:

Rental rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of **2.48%** Each Offeror's rental rate per square foot for each year of the basic term of the lease will be totaled and averaged.

The following formula will be used to calculate the score for this criterion: (Lowest average rental rate per square foot offered / Offeror's average rental rate per square foot offered) x Total Maximum Points = Offeror's Score for this criterion.

Maximum points: 30

Criterion 2 - Rental rates per square foot for optional renewal terms of lease:

Rates evaluated, using total present value methodology for renewal terms of lease, by application of the present value discount rate of **2.48%** Each Offeror's rental rate per square foot for each year of the basic term of the lease will be totaled and averaged.

The following formula will be used to calculate the score for this criterion: (Lowest average rental rate per square foot offered / Offeror's average rental rate per square foot offered) x Total Maximum Points = Offeror's Score for this criterion.

Maximum points: 15

Criterion 3 - Location: The effect of the facility's location on the efficient and economical conduct of Department operations planned for the requested space. Proximity of facility to the department's preferred area.

- | | |
|--|---------------|
| A. Within 1 up to 2-mile radius | <u>10 pts</u> |
| B. More than 2 up to 4-mile radius | <u>5 pts</u> |
| C. More than 4 and up to 6-mile radius | <u>3 pts</u> |
| D. More than a 6-mile radius | <u>0 pts</u> |

Refer to the Boundary Map in Attachment B

Maximum points: 10

Criterion 4 - Parking: The Department needs five (5) parking spaces per 1,000 SF (5:1,000) for employees and visitors.

- | | |
|--|---------------|
| A. Exclusive contiguous parking | <u>10 pts</u> |
| B. Non-Exclusive or non-contiguous parking | <u>5 pts</u> |
| C. Nonexclusive offsite parking | <u>0 pts</u> |

Maximum points 10

Criterion 5 – Distance of the offered space from public transportation:

- | | |
|--|--------------|
| A. Within zero (0) to two tenth (0.2) mile radius | <u>5 pts</u> |
| B. More than two tenth (0.2) up to four tenth (0.4) mile radius | <u>3 pts</u> |
| C. More than four tenth (0.4) up to five tenth (0.5) mile radius | <u>1 pt</u> |
| D. More than five tenth (0.5) mile radius | <u>0 pts</u> |

Maximum points: 5

Criterion 6: Facility present condition- proximity to a physical plant, (including the physical characteristics of the building and the property the building is located on, or the property if a build-to-suit is offered, adjacent structures and surrounding neighborhood.

- Are there good transportation links?
- Are there amenities (gas stations, restaurants, convenience stores, etc.) sufficient to meet the needs of the occupants of the Proposed Space?

- C. Does the building have a security system relatively adequate to protect the persons and property of the occupants of the proposed space?
- D. Is the building maintained in accordance with Class A or B standards according to BOMA guidelines?
- E. Are the surrounding properties, buildings, streets and sidewalks relatively well maintained, free from debris and visible evidence that the properties or buildings are in violation of any law, ordinance, rule or regulation, and any enforcement proceedings relating thereto, or are being used for any unlawful purpose

Maximum points: 10

Criterion 7: Security issues associated with the property, parking and surrounding neighborhood, as evidenced by police reports, quality of exterior lighting and obstructed entrances/exits.

- A. Are there perimeter controls such as gates, fences, walls, landscaping, etc. that restricts access to the property?
- B. Are the parking lots well marked and well-lit at night?
- C. Are the sidewalks and walk ways unshrouded by over growth and easily seen and are there no hidden alley ways, access routes or hiding places?
- D. Are there amenities present (lighting, patrolled hallways and parking areas, escorted ingress/egress, etc.) that aid after hour access and operation?
- E. Do the police reports indicate that the Proposed Space is located in a relatively safe neighborhood?

Maximum points: 10

Criterion 8: The extent to which the offered space is designed for efficient layout and good utilization of space.

Maximum points: 10

TOTAL POINTS – ALL CATEGORIES: 100

THIS SPACE INTENTIONALLY LEFT BLANK

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 Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. NOTICE OF PROTEST OF THE SOLICITATION DOCUMENTS 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.

A. Protests of Terms, Conditions and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking replies, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed (Saturdays, Sundays, and state holidays included).

B. Bond Must Accompany Protest

When protesting a decision or intended decision pertaining to this solicitation (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post with the Department at the time of the filing of the formal written protest a bond payable to the Department in an amount equal to one percent (1%) of the estimated total rental of the basic lease period or \$5,000, whichever is greater. The bond shall be conditioned upon the payment of all costs that may be adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

C. Filing a Protest

A notice of protest, formal protest, and bond are "filed", when received by the Department's Official Contact Person listed in **Section II.D. above**. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department's Official Contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

VII. CERTIFICATION

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

I hereby certify as owner, officer 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.

Offeror's Name

Prospective Lessor's Name

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

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner

VIII. DEPARTMENT SPECIFICATIONS

- Attachment A -----Department Specifications
- Attachment B -----Boundaries
- Attachment C -----Lease Agreement with Addendums A, B, C, D & E
 - Addendum A - Janitorial Services
 - Addendum B - Liquidated Damages
 - Addendum C - Employment Eligibility Verification
 - Addendum D - Indoor Air Quality
 - Addendum E - Additional Terms and Conditions

***Attachment C and Addendums A – E are for information only – do not complete**

- Attachment D -----Disclosure Statement

***Required - Complete and submit with the Reply**

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

***Required to be completed by the successful Offeror prior to occupancy/effective date of the Lease Agreement**

- Attachment F -----Energy Performance Analysis

***Required to be completed by the ‘selected’ Offeror prior final approval of the lease agreement**

- Attachment G -----Doing Business with the State of Florida

***Information only regarding new Vendor Registration (MFMP); filing a W-9; and Direct Deposit, Successful Offeror must comply with applicable registrations upon Award of ITN.**

- Attachment H -----Standard Method of Space Measurement

***Standards for determining net rentable Square Footage**

- Attachment I -----Business References of Offeror

***Required - Complete and submit with the Reply**

- Attachment J ----- Commission Agreement (Tenant Broker) Form

Complete and submit with the Reply

- Attachment K ----- Special Power of Attorney

If applicable, Attachment K must be completed, executed by the Owner and submitted with the Reply

Documents Checklist (pages –26-27): Offeror shall review, complete and, if applicable, submit documentation with the Reply in order for the Reply to be responsive.

MANDATORY REQUIREMENTS - DOCUMENTS CHECKLIST- ITN OFFER TO LEASE

I. MANDATORY DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE REPLY FOR OFFERS TO LEASE FOR BOTH TYPES OF SPACE (EXISTING BUILDING AND/OR NON-EXISTING BUILDING (BUILD-TO-SUIT).

Failure to prove the mandatory documents shall deem the Reply as Non-Responsive and the Offer will not receive further consideration.

- Offeror's Initials – Initial at the bottom of each page as indicated;
- Completed ITN Packet – Complete Page 1 – 18 and provide a signed Certification (page 24)
- ITN, Article II, E (page 8) – Provide the contact information of the Offeror
- Control of Property (Proof of Authority) – For a Reply to be responsive, it must be submitted by one of the entities listed in Article III, A. 1, Control of Property, of the ITN and must include supporting documentation proving such status. This requirement applies to the building (structure), the proposed parking area(s), and the area(s) of ingress and egress thereto (Control of Property, pages 12 – 13).
- ITN, Article III, A. 2 – Space Planning, Architectural Renderings, Scaled Floor Plans: (page 12 - 13):
- Each Reply must include a floor plan which is drawn to scale (i.e., ¼" or ½" = 1'0") showing the configurations (either present for 'existing' or proposed for 'non-existing' buildings, as applicable) with verified square footage measurements and calculations (total gross/total non-usable/total net usable square feet); and,
- Each Reply must include a space floor plan which is drawn to scale (i.e., ¼" or ½" = 1'0") of the proposed space. The 'test fit' floor plan shall delineate space utilization consistent with Item 13 – Space Requirements (page 30). The 'test fit' floor plan must include verified square footage measurements and calculations (total gross/total non-usable/total net usable square feet).
- ITN, Article IV, Item H – Other Tenants (page 17): If applicable, written documentation acknowledging tenant's knowledge of the Offeror's proposal and tenant's ability to vacate the offered space and/or parking must be included with the Reply.
- ITN, Article IV (pages 15 – 19) – provide response to all of the 'Lease Terms and Conditions' listed in this article. Responses must be clearly delineated and specific to each item, term and/or requirement.
- Review Attachment A – Department Specifications – Must provide the necessary items (pages 29 – 47):
- Visual Material: One set of clear photographs (4' x 6") or architect's renderings showing exterior, front, sides and rear of the offered facility (see Item 2, Page 30 and Item 22, page 39).
- Public Transportation: Bus/transit route and schedules which serves the location offered (see Item 4, page 30).
- Parking: A notarized statement from the Offeror certifying the availability and agreement to provide the needed parking spaces for use by the Department including number of spaces to be provided and the number of parking spaces per net rentable square feet as required by the local zoning jurisdiction (see Item 5-A, page 30)
- Parking: If the facility has other tenants, provide a statement indicating the number of parking spaces obligated to each tenant based on their current/future lease agreement (see Item 5-B, page 30).
- Parking: Site plan and four (4) copies of the parking lot(s) identifying the parking spaces that will be provided to the Department for its exclusive use and the parking spaces assigned to specified other tenants (see Item 7-C, page 31).
- Review Attachment B – Boundaries – Must provide the necessary item (pages 48-49)
- Map indicating the location of the proposed property in relation to the Department's acceptable boundaries (page 49)
- Review Attachment C – Lease Agreement with Addenda A – E (pages 50 - 66) and remaining Attachments D - L (pages 67-96):** Offeror's initials are required at the bottom of each page evidences Offeror's acknowledgement and agreement to comply.

- Completed Attachment D – Disclosure Statement (pages 67–69)
- Completed Attachment I – Business References (pages 89–91)
- Completed Attachment J – Commission Agreement (pages 92–94)
- Completed Attachment K – Special Power of Attorney (if applicable) (pages 95-96)

II. DOCUMENTS REQUIRED TO BE SUBMITTED WITH REPLIES FOR NON-EXISTING BUILDING (BUILD-TO-SUIT) ITN, Article III-A Item 1 (A) and (B) (pages 12-13) and Item 2 (B) (page 13)

- Provide documentation evidencing Offeror's control of the proposed property;
- Copy of local tax assessor's appraisal of the proposed site;
- Site plan with parking layout and footprint of the building;
- Developer's estimated valuation cost of construction per square foot;
- Site Improvement Information with details as specified; and,
- An architectural rendering of the proposed building, parking area(s) and ingress/egress from the street. The rendering shall depict proposed exterior construction materials, design and colors.

III. DOCUMENTATION THE PROPOSED TOTAL AGGREGATE NET USABLE SQUARE FEET OFFERED WILL BE PROVIDED AS CONTIGUOUS SPACE - WITHIN 30 DAYS AFTER NOTIFICATION OF AWARD (Failure to comply may result in withdrawal of the Award).

IV. DOCUMENTS REQUIRED TO BE SUBMITTED BY THE OFFEROR FOR NON-EXISTING BUILDING (BUILD-TO-SUIT) WHICH IS SELECTED FOR AWARD - WITHIN 45 DAYS AFTER NOTIFICATION OF AWARD (Failure to comply will result in withdrawal of the Award). (Article III, Item 2 (B) - Requirements Specific to Replies for Non-Existing, Build-to-Suit (Turnkey) Leases. (Pages 12-13)

- Complete and satisfactory evidence of ownership;
- Local Tax Assessor's appraisal of the site;
- A Site Survey;
- Estimated valuation cost of construction per square foot;
- Site Improvement Information (including items 1 thru 11);
- Architectural floor plans, drawn to scale and with 'verified' net rentable square feet measurements and calculations summary. Office space/use and design details shall be identified therein;
- Elevations and cross-section of building indicating exterior design, material, colors (scale shall be: 1" - 8').
- Parking area(s) including site location, driveway, ingress and egress; and,
- WITHIN 90 DAYS AFTER NOTIFICATION OF AWARD** Plans shall be prepared and signed by a licensed architectural engineer, dated and have seal affixed;

Above are the minimum requirements. Additional A/E plans and details as may be required to satisfy 60H-1.016 (Turnkey) review and approval of construction details and to consummate a lease agreement may be requested.

V. ADDITIONAL MANDATORY DOCUMENTS REQUIRED FROM THE OFFEROR WHICH IS SELECTED FOR AWARD OF THE ITN

1. **Test Fit A/E Plans** – Within **forty-five (45) business days** after of notification of award, the **successful** Offeror shall submit ‘test fit’ A/E plans in accordance with Item 7, General Building Requirements, A (1) (pages 31) and Attachment H – Standard Method of Space Measurement (Pages 86-88).
2. **Final Design A/E Plans** – Within **forty-five (45) business days** after the Department’s approval and acceptance of the space use and design plans, the **successful** Offeror shall submit ‘final’ A/E plan(s). The A/E pans shall be drawn to scale (example: ¼” or ½” = 1’0”), in accordance with Item 7, General Building Requirements, A-2 (page 31) and Attachment H – Standard Method of Space Measurement (pages 86-88).

VI. ADDITIONAL MANDATORY DOCUMENTS REQUIRED FOR LEASE AGREEMENT PREPARATION AND EXECUTION

1. **Attachment E – State Fire Marshal Plans (and) American with Disabilities (ADA) Compliancy** – the **successful** Offeror to prepare and submit A/E plans and obtain SFM approval for the Lease Agreement to be accepted and approved. The SFM plans shall be based on final design/layout and construction as approved between Offeror and the Department of State/Division of Corporations. Offeror shall submit the SFM/AE plans **within three (3) weeks of notification of 'prior approval to proceed' with the lease agreement.** (Item 7 (B) - General Building Requirements (page 31).

The A/E plans shall include details reflecting American with Disabilities Act (ADA) Compliancy.

(Also, see Item 7, General Building Requirements, B - State Fire Marshal (SFM) Plans, and Item D – ADA Compliance (page 32) **and** Article 7, Accessibility and Alternations of the Standard Lease Agreement (Attachment C, page 54).

2. **Attachment F – Energy Performance Analysis (EPA)** – The Offeror selected for award under this ITN shall comply with this requirement before the lease agreement can receive final approval/execution. The Department shall be provided a copy of Offeror’s submitted energy report and the accompanying approval by the Department of Management Services’ EPA Review Officer.

ATTACHMENT A

DEPARTMENT SPECIFICATIONS

Offeror's initials of acknowledgement are required on all pages of this submittal: _____
Offeror's Initials

DEPARTMENT SPECIFICATIONS

1. **EQUAL OPPORTUNITY EMPLOYER**

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

2. **VISUAL MATERIAL**

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

3. **SERVICES**

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

The successful Offeror will provide the lease space to the Department (Lessee) for its' exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Department will be fully occupied during normal working hours from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding State holidays, Saturdays

and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Department. Services shall be provided during all normal business hours of occupancy at no additional cost to the Department (Lessee).

4. **PUBLIC TRANSPORTATION**

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

Offeror Response:

(Yes/No)

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

Offeror to include public transportation (bus/transit) routes and schedules which serve the proposed facility in the submittal.

5. **PARKING**

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

Offeror shall submit with this Reply:

- A. A notarized statement from the Offeror certifying the availability and agreement to provide **with a minimum of five parking spaces per 1,000 SF (5:1,000)** parking spaces for use by the Department. The notarized statement shall also include a statement indicating (a) the number of parking spaces to be provided; and, (b) the number of parking spaces per net rentable square feet of space as required by the local zoning jurisdiction.
- B. If the offered facility has other current or future tenants, the number of parking spaces obligated to each tenant based on their current or future lease agreement.

- C. A site plan and **four (4)** copies of the parking lot identifying the parking spaces that will be provided to the Department for its' use and the parking spaces assigned to specific other tenants.
- D. A minimum of **six (6)** of the total required spaces designated for the Department use must meet current ADA standards. These ADA parking spaces must be located adjacent to the proposed building. One of every six accessible parking spaces, or fraction thereof, must be "van-accessible." Accessible spaces must connect to the shortest possible accessible route to the accessible building entrance or facility they serve.

6. **RECYCLING PROGRAM**

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

7. **GENERAL BUILDING REQUIREMENTS**

The proposed space shall be in an existing building or a non-existing building that Offeror agrees to construct as a 'build-to-suit' (turnkey) for lease to the Department. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place at the time of the submittal of the Reply.

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. A first/ground floor location is preferred.

A. **Test Fit and Final A/E Design Plans** (prior to State Fire Marshal (SFM) plans preparation):

- 1) Within **ninety (90) business days** after notification of award, the successful Offeror shall provide **five (5) sets of architectural/engineer 'test fit' plans** for use to arrive at approved space use and design which is to be achieved thru a series of design/space planning meetings between the Department and the Offeror. Space use shall be consistent with the ITN specifications, including Item 13 – Space Requirements (page 30) and space design/use factors as otherwise specified in the ITN. *This 'test fit' A/E plans may be a different set of plans than the plans specified in Item 2, page 6 (which are required to be submitted with the Reply to this ITN).*
- 2) Approved/Accepted Space Use and Design: Within **ninety (90) business days** after the Department's approval and acceptance of the space use and design plans, the successful Offeror shall provide **five (5) sets** architectural drawings to the Department. The drawing shall be: **(a)** to scale (1/4" or 1/2" = 1'0"), **(b)** certified correct by the A/E; and **(c)** shall include square foot measurements and calculations which are certified correct by the A/E.

B. **State Fire Marshal (SFM) Plans**:

If renovations are required, the successful Offeror must submit **two (2) sets** of architectural/engineering plans and specifications to the State Fire Marshal for certification as outlined in **Attachment E** (Division of State Fire Marshal Plans Review Fees, Procedures and Requirements (and) Application for Plan Review). The successful Offeror will be responsible for completion and submittal of the applicable State Fire Marshal 'Application for Plan Review' and associated fees in accordance with Attachment E.

The Offeror shall also provide **two (2) sets** of the SFM A/E plans and specifications to the ITN Issuing Officer (address page 3) either by hand-delivery or Fed-Ex at the time submittal is being made to the SFM.

The State Fire Marshal A/E plans referred to in this Item 7 - General Building Requirements, shall include drawings which specifically details ADA criteria (also see ADA Compliance, Item 7 (D), page 32).

The State Fire Marshal A/E plans referred to in this Item 9 - General Building Requirements, shall include drawings which specifically details the: (a) Security Alarm System; and **(b)** Fire Alarm System. (see Security Requirements (Item 10, page 33-34).

The SFM A/E plans and specifications shall be based on the final/approved design, and submitted no later than **three (3) weeks** after notification of 'prior approval to proceed' with the lease agreement is received by the Department and such notification status is provided to the Offeror.

- All A/E plans required under this ITN shall include certified square foot measurements and square foot calculations which are in accordance with Attachment H – Standard Method of Space Measurements. The plans shall be to scale (1/4" or 1/2" = 1'0"). The plans shall include SF measurements and SF calculations by category: **(a)** total gross net rentable SF; **(b)** total non-usable SF; **(c)** total net usable (rentable) SF; and **(d)** summary SF totals by category (a)(b)(c). Floor plans shall define the categories (a)(b)(c) by color coding, or similar method, for proper identification.
- Failure to comply with Item 9 – General Building Requirements, (pages 26-28), or references thereto, may result in withdrawal of the Award.

C. Building codes adopted by local jurisdictions shall be applicable to all lease construction.

D. ADA Compliance / Americans with Disabilities (ADA) Act

As a state government entity, the Department is beholden to Titles I, II & III of the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 (ADA), and the 2008 ADA Amendments Act, prohibit discrimination and ensure equal opportunity for persons with disabilities. The Department employs and serves the general public; as such, it is required that employment practices and the programs and services provided by the Department are accessible in accordance with the Federal ADA Standards. All leased facilities must be in compliance with current ADA Standards. The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" 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" or "Standards". The 2010 Standards set minimum requirements – both scoping and technical – for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities.

Adoption of the 2010 Standards also establishes a revised reference point for Title II entities that choose to make structural changes to existing facilities to meet their program accessibility requirements; and it establishes a similar reference for Title III entities undertaking readily achievable barrier removal.

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

The property must comply with the 2012 Florida Accessibility Code for Building Construction ("FACBC"). Also refer to requirements in accordance with **Article 7 –Accessibility and Alternations of the Standard Lease Agreement Form 4054 (Attachment C)**.

Note: If a discrepancy exists between Department Specifications and **Article 7 - Accessibility and Alterations of the Standard Lease Agreement form 4054 (Attachment C)**, Offeror/Lessor shall comply with the **Article 7 – Accessibility and Alterations of the Standard Lease Agreement**.

- E. Lessor shall take good and protective measures against damage or loss of building contents, and disruption of office operations, due to high velocity winds and/or flooding/water damage.
- F. Licensed contractors shall perform all construction. Offeror agrees to provide all builder and subcontractor license information upon request to the Department of Management Services. The cost of construction, permits, inspections, and fees shall be borne by the Offeror/Lessor. Commencing with the A/E plans approval by the Department, the Offeror shall provide detailed updated and current monthly construction schedules to the Department in order to achieve the required occupancy date. If requested, construction schedules shall be provided if/as requested by the Department during the construction/renovation project.
- G. During the initial pre-occupancy build-out, any future renovation project(s) and/or any maintenance/repairs(s), the Lessor shall be responsible for coordinating and obtaining approval of the project schedule with the Department. This includes, but is not limited to, 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:
- Relocating/staging Department's equipment/furniture in the applicable area(s);
 - After the completion of the project, establish the necessary work space(s) by placing furniture in area(s) as designated by the Department;
 - Provide required cleanup according to standard business practices of industry.
8. **Annual Inspections:** It shall be the Lessor's responsibility to contact the Local Fire Protection Department and arrange for a fire safety inspection of the leased space each year in conjunction with the yearly anniversary date of the Lease Agreement. Lessor must remedy any deficiencies noted in the annual inspection in accordance with timeline(s) identified by the Local fire Protection Department. The Lessor shall provide documentation of the fire safety inspection reports to the Department's designated representative and coordinate correction of deficiencies in order to minimize disruption to the office/operation. The cost of annual fire safety inspections, where applicable, shall be the responsibility of the Lessor.
9. **Post Occupancy-Alterations:** Lessor agrees that Lessee shall have the right to make minor alternations in and to the Premises during the term of this lease upon first having obtained written consent of the Lessor. The Lessor shall not unreasonably withhold the consent to such alterations.
10. **Security Requirements**
- DOS/Division of Corporations utilizes an Electronic Sonitrol System. All doors requiring electronic keypad or keyfob will be a part of the security system.**
- A. All outside doors shall be equipped with dead-bolt or dead-latch locks and panic hardware.
 - B. Provide locks or bars on all outside windows that open.
 - C. Interior night lights throughout the leased area, for security when main lights are off.

- D. Night illumination is required at all outside doors and all parking areas (minimum of 2 foot-candles) from dusk until dawn weekdays and weekends.
- E. Provide keys to all locksets in accordance with a master keying system acceptable to the department. Provide master entrance keys as needed, number to be determined.
- F. Keys to all locksets shall be provided in accordance with a master keying system acceptable to the Department, number to be determined.
- G. LAN room to be locked with an Electronic Keypad
- H. A **security alarm system** equipped with a passive infra-red motion detector shall be provided.
 - Door contacts, glass-break detectors and/or motion detectors to be installed at all exterior points of entry.
 - The access keypad shall be installed at employee entrance.
 - 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.
 - All costs associated with the security alarm system, including installation, monitoring, set-up and payment 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.
- I. A **fire alarm system** that complies with the current adopted National Fire Protection Association (NFPA) pamphlet 72, Fire Alarm Code Standards.
 - Fire Alarm System plans must be submitted to the State Fire Marshal for review and approval prior to installation. (see Attachment E – Department of Financial Services’ Division of State Fire Marshal Plans Review Fees, Procedures and Requirements).
 - Phone lines required for fire alarm system/panel shall be monitored twenty-four (24) hours/day and seven days (7) days a week (24/7). The fire alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
 - All costs associated with the fire alarm system, including installation, monitoring, set-up and payment of the dedicated telephone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the Lessor.

11. SPACE REQUIREMENTS

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

DOS/Division of Corporations Office*			
QUANTITY	SPACE TYPE/USE*	SQUARE FOOTAGE/PER	NET SQUARE FOOTAGE
PERSONNEL AREAS			
1	Enclosed Executive Office – Director	225	225
10	Enclosed Administrator Office	150	1,500
83	Enclosed Office for Manager & Professionals Requiring Confidentiality	100	8,300
9	Workstations / Professional & Supervisors (8’ x 10’)	80	720
20	Workstations / Para-Professionals	60	1,200
Sub-Total (Personnel)			11,945
STANDARD SUPPORT AREAS			
1	Reception Area	200	200
3	LAN Room**	75	225
113	Open Files	9	1,017
3	Storage (Office Supplies)	100	300
2	Breakroom/Pantry	200	400

2	Copy Center	200	400
CONFERENCE /MEETINGS			
1	Conference Room (10-12 Person)	350	350
3	Conference Room (6-8 Person)	250	750
3	Conference Room (2-4 Person)	100	300
3	Open Team Work Area	100	300
Sub-Total (General Support)			4,242
Sub-Total Personnel Area			11,945
Personnel and Support Net Usable			16,187
Circulation SF (35% of net usable area)			5,665
TOTAL PERSONNEL AND STANDARD SUPPORT AREA REQUIRED SF			21,852
PUBLIC USE SPACE			
1	Main Reception Area	750	750
1	Service Counter/Waiting Area	500	500
1	Public Delivery/Receiving Area	100	100
Sub-Total (Public Use Space)			1,350
SPECIAL USE SPACE			
10	Secure Storage	100	1,000
1	Mail Room	600	600
1	Climate Controlled Microfilm Records Storage	600	600
1	Central Document Storage	600	600
1	Microfilm Copy/Reproduction Center	200	200
1	ICL Processing Center	120	120
1	DOS Educational/Training Center Utilized by >400 FTE	1,750	1,750
1	Microfilm Service Request Counter	100	100
1	Library/Media Center	140	140
1	Central Outgoing Mail Processing	100	100
2	IT Storage/Receiving/Workrooms	150	300
1	Central Image Processing	500	500
1	DOS Personnel Satellite Office	150	100
Sub-Total (Special Use Space)			6,110
Sub-Total Public Use Area			1,350
Special Support Net Usable			7,460
Circulation SF (30% of net usable area)			2,238
TOTAL PUBLIC USE AND SPECIAL SUPPORT AREA REQUIRED SF			9,698
S U M M A R Y			
Personnel and Standard Support Areas			16,187
Support and Operational Space			7,460
Circulation			7,903
TOTAL			31,550

***NOTE:** Restrooms, mechanical rooms, janitorial closets, stairwells, etc., are **NOT** to be included in calculating net rentable square footage proposed, unless use of restrooms is exclusive to the Department.

****Special Requirements:** Independent/Dedicated AC unit 24/7. Approximately 7000 to 9000 BTU for 10 x 10 room. If room is smaller, then 3000 to 5000 BTU.

12. RESTROOMS – TYPES, LOCATIONS AND FIXTURES

Rest Rooms: Must meet the requirements of the Americans with Disabilities Act of 1990 and the requirements of the Accessibility by Handicapped Persons, Section 553.504 (12 – 13), Florida Statutes, any local building code requirements. Toilets must be Commercial grade, high efficiency, comfort height, tankless toilets.

Provide electric hand dryers in public restrooms and hand towel dispensers in employee and public restroom. All toilets shall be commercial grade power flush. Ceramic Tile shall be installed on both floor and walls, in all employee and public restrooms. Both public and employee restrooms must meet the requirements of the accessibility Requirements Manual published by the Department of Community Affairs and the Americans with Disabilities Act of 1990.

13. Signs

- A. **Interior identification** - Lessor shall provide an interior main directory showing location of all programs, conference rooms, mechanical rooms, etc., and provide directional signs as required.
- B. **Restrooms and Special Use Rooms** - Lessor shall provide signs to identify all rest rooms, (handicap symbol on handicap rest rooms) 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 Lessor to provide Department signage on the building exterior either at the top of the building or at the entrance into the proposed space as well as at the roadside/street entrance into the facility.
- 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 Compliance** - Offeror agrees the leased premises and facility shall comply, prior to occupancy under the proposed lease agreement, with all ADA requirements and specifications.

14. REFRIGERATED DRINKING FOUNTAINS

- A. The number and location of which will be determined by local building code. Provide at least 1 per floor immediately adjacent to staff restroom, and one (1) station in the Reception/Lobby located adjacent to the unisex restroom(s). The Department requires water fountains with drinking fountains that include a bottle-filling station.
- B. Lead and copper in drinking water: Prior to occupancy, the Offeror shall provide to the Department representative test results, of water from every drinking fountain and from at least **two (2)** sinks per floor (if applicable). These results shall be completed by an authorized and a certified laboratory performing tests that are standard in the industry. The conditions of these tests shall include that the water shall be first-draw, with a minimum of six (6) hours of settling without use, preferably the first-thing-in-the-morning. (For information regarding locating a laboratory see "Laboratories—Testing" in the yellow pages. Offeror must verify certification of laboratory.
- C. If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, the Department may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaced immediately, at the Offeror's sole expense. These limits are specified in Chapter 17-550 of the Florida Administrative Code and are subject to revision. The Offeror shall be responsible to comply with updated rules and regulations.

Note: Must meet the requirement of ADA/ANSI Standard A117.11980, Specifications

for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People. (Your local building official should have a copy.)

15. **FLOOR COVERINGS**

- A. **Carpet** - New carpet tiles (24"x24")/VCT 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, hallways, main corridors and conference rooms shall have at least 28 oz. weight, 20-26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All carpet/VCT shall be of a color and made by a manufacturer acceptable to the Department, which will choose from an assortment of colors provided by the Lessor. Carpet tiles/VCT shall be replaced at the commencement of each renewal option term, or as needed due to normal wear, as determined by the Department. Carpeting shall be treated to reduce staining. Carpet tiles/VCT shall be professionally cleaned by the Lessor every **six (6) months**.
- B. **Tile** - New ceramic tile or non-slip commercial vinyl sheet flooring in the break room, reception/lobby and restroom areas shall be installed prior to acceptance of the building, unless the Department accepts the flooring as is, in writing. All tile or vinyl shall be of a neutral color and made by a manufacturer acceptable to the Department, which will choose from an assortment of colors provided by the Lessor. Ceramic tile and vinyl will be replaced at the commencement of each renewal option term, unless a written concession to accept 'as is' is given by the department, or as needed due to normal wear, as determined by the Department.

16. **PAINT**

- A. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and at least once every **five (5) years** thereafter, during the lease term and any renewals thereof, or as needed due to normal wear, as determined by the Department.
- B. Touch-up painting shall be done as needed.
- C. High traffic areas shall be repainted annually when requested by the Department.
- D. All painted surfaces shall be painted with a 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 samples from which to choose colors. Only neutral colors will be acceptable.

17. **WINDOW COVERINGS**

- A. 3M Mirror Tint, or equivalent, will be provided on all exterior windows to ensure security measures of office are met – no one outside of building should be able to view inside during daytime nor nighttime hours.
- B. Exterior windows shall have vertical blinds or shades to facilitate sunlight and energy control.
- C. During the term of the lease and any renewals thereof, the Lessor shall replace any worn or damaged window covering(s) and/or window tint, as requested by the Department.

18. **LIGHTING**

- A. All leased space shall have fluorescent lighting to provide a minimum lighting level of:
- 10 foot-candles - halls and corridors, etc.
 - 30 foot-candles - other public areas
 - 50 foot-candles - offices, classrooms, conference rooms, etc.
 - 50 foot-candles - computer rooms
- B. Exterior light level of 1.0 foot candles for parking lot areas (measured with a General Electric-type 214 Light Meter or equivalent – Offeror to provide).

- C. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and Lessor will be responsible to test monthly.
- D. If multi-story building, stairwells to be equipped with battery pack emergency lighting. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.
- E. Parking lot will be lighted to assure complete illumination of the parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.

19. 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. Four (4) dedicated circuits for the Break Room/Pantry.
- C. Class "B" surge protection on all 120/208 circuit break panels.
- D. 20 amp dedicated circuits for the Mail/Copy Room.
- E. Housekeeping circuits separate from office circuitry.
- F. Building must comply with National Electric Code latest edition at the time of occupancy.
- G. 20 amp dedicated circuits for each Telecommunications Room (LTER).
- H. Exterior: Two dedicated duplex 110-volt (GFCI) electrical outlets to be located outside for use by building maintenance/lawn maintenance. One centrally located on the front side of the building and one centrally located on the back side of the building.

20. MAINTENANCE AND REPAIRS

A quarterly maintenance inspection will be conducted by the Department's representative to review the condition of the building, exterior and site. Any discrepancies will be noted and a date of correction/completion established. If emergency maintenance repair items do not receive attention within twenty-four (24) hours, or if recurring problems do not receive attention within three (3) working days after notification is given to the Lessor, the Lessee will have the right to complete the work, by a contractor of the Lessee's choice, and send the invoice to the Offeror for payment or the Lessee will deduct the invoiced amount from the Lessor's rental payment to satisfy the expense incurred.

The Lessor shall change filters for the HVAC every thirty (30) days, at a minimum, or more often as conditions or manufacturer's recommendations warrant.

The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor coverings and repairs or replacement of interior equipment as may be necessary due to normal use.

The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of the lease and shall be responsible for the replacement of windows broken or damaged, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its' officers, agents, or employees.

The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may be enacted during the term of this lease and any renewal periods.

21. **HEATING AND AIR CONDITIONING**

Lessor agrees to furnish to Lessee all heating and air conditioning services and to maintain all equipment in a satisfactory operating condition, including but not limited to testing, adjusting and balancing the system and checking and replacing Freon and filters. All costs associated with the equipment, supplies and maintenance will be the responsibility of the Lessor. Lessor agrees that thermostats in the premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit throughout the heating and cooling seasons.

Prior to occupancy, the entire air conveyance system shall be inspected by 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.

Prior to occupancy, ductwork, turning vanes, operational control systems shall be thoroughly inspected for excessive buildup of dust and contaminants (i.e., mildew, mold, fungi, etc.). If excessive buildup of dust and contaminates is present, the Lessor shall contract, at their expense, with a licensed mechanical contractor to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior air handlers cleaned properly. A copy of the report from the contractor shall be provided to the Lessee.

22. **EXTERIOR FINISHES – SELECTED BUILDING**

One set of clear photographs (4 inches x 6 inches) or architect's renderings showing exterior front, sides and rear of the proposed facility. Color photographs and/or renderings are preferred. The Department may require additional design options during the design meeting(s). Construction details and design rendering, as approved by the Department, shall be incorporated in the approved A/E plans.

23. **ROOF SYSTEM – SELECTED BUILDING**

Prior to occupancy, the roof system shall be inspected by a roofing contractor to ensure that there are no current or impending issues. The Lessor shall provide a report from the contractor indicating the roof is in satisfactory condition.

24. **TELEPHONE AND COMPUTER REQUIREMENTS**

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

A. **Specifications** - These specifications are based on the EIA/TIA-568A Commercial Building Wiring Standard which should be used as a guide in their implementation.

- 1) **Grounding** – The Lessor is required to provide a grounding bar in the telephone room with a number 6 solid copper wire that will provide a meg reading of 10 OHM'S or less.
- 2) **Work Area** - The work area is a location in a building where end-user computer equipment requiring any type of network connection may be located. Although the work area is often an office, it may be any area in a building.

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

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

- 1) **Data Cable Type** - The cable jacket used for horizontal data wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 4-twisted-pair cable using standard blue-orange-green-brown color-coded conductors, and shall meet EIA/TIA-568 Category 6 specifications.

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

cabinet; space should not be shared as working space for staff. The dimensions of the LTER/computer room shall be approximately 75 sq. feet (appx. 10' x 7.5'). The State's approved space allocation for the LAN room is 75 square feet.

Only if it will be necessary, due to restraints of the offered facility, to have separate data and telephone communications rooms, the data room shall be a minimum of 75 square feet (appx. 10' x 7.5') to accommodate rack-mounted data and data communications equipment and the telephone room shall be a minimum of 75 square feet (appx. 10' x 7.5') to accommodate telephone system equipment and connections.

- 3) **Air Conditioning** - A separate stand-alone cooling unit and thermostat is required to maintain the LTER/computer room at or below 75 degrees Fahrenheit, twenty-four (24) hours a day and seven (7) days a week (24/7).
- 4) The LTER/computer room requires a minimum number of supply and return vents capable of providing a complete air exchange every fifteen (15) minutes. Return vents may be mounted in the ceiling or in the door if the door is connected to a common hallway which is utilized as a common return air pathway. Temperature control shall be maintained at the same temperature requirements as the remainder of the building. The relative humidity shall be maintained at the same requirement as the remainder of the building.
- 5) **Water Piping** - Pipes containing hot, cold, gray or waste water or steam shall not run through the communications room(s).
- 6) **Emergency Lighting** - The room shall have battery-operated emergency lighting which is automatically activated upon loss of A/C utility power.
- 7) **Electromagnetic Fields** - The building(s) shall be designed so as to minimize fields in the room. No building electrical transformer shall be located in this room or on opposite side of any wall of this room. Lessor shall be responsible for testing the emergency lighting monthly.
- 8) **Backboards** - The room(s) shall have 3/4-inch-thick plywood sheets mounted on walls where equipment will be mounted, to a height of 8 feet to serve as backboards. The plywood shall be painted on all sides and edges with a local-code-compliant fire-resistant gray latex paint. The plywood shall be affixed in such a manner that it shall adequately support the weight of the cables, terminals, and other equipment that shall be attached to it.
- 9) **LTER Regarded as Work Area** - The room(s) shall be regarded as a work area and shall be provided with all telephone and data connections, faceplate, etc. This is to provide a convenient connection point for a telephone instrument and data terminals. The faceplate shall be located on the data side of the room.
- 10) **Telephone Service and Instrument** - The room(s) shall be provided with telephone service for voice communication.
- 11) **Electrical** - There shall be four (4) electrical receptacles located in each LTER. Each electrical outlet located in the room shall be a dedicated 20 amp, 120-volt duplex receptacle. A three phase, 208-volt power will be required for an Uninterruptible Power Supply (UPS). The UPS shall require a locking receptacle. The electrical circuit will support the UPS only. At least 8 duplex, 110-volt receptacles 20 amp shall be specified by the O.I.T Project Manager or located at or near the location of the rack or as which is to be bolted to the floor. All electrical circuits in the computer room shall be on an isolated ground.
- 12) **Security** - A computer room lock with a changeable combination will be required on the door to the LTER/computer room. An audible alarm is also required on the door to the LTER/computer room.
- 13) **Fire Safety** - Fire protection apparatus including fire extinguisher (not harmful to electronics), conformity to all requirements to the State Fire Marshal. Pre-occupancy inspection and annual inspections by the State Fire Marshal as required by 633.218 Florida Statutes.

- 14) **Patch Panel Components** - The patch panel shall be a minimum of 48 ports RJ45 connectors, wired for EIA/TIA 568A configuration, wire management panel(s), and a rack enclosure.
- 15) **Patch Panel Layout** - One or more patch panels will be needed to accommodate the patch panel connectors. The first (or only) discrete panel shall be mounted at the top of the rack enclosure; if additional discrete panels are required, they shall be separated from one another by a single wire management panel. A single wire management panel shall be mounted beneath the last (or only) discrete panel.
- 16) **Patch Panel Rack Enclosure** - The rack enclosure shall be a standard 19-inch FIA equipment rack of gray painted metal, 7 feet in height, with side panels and without top panel, mounted on the floor and not on casters. Rack enclosure shall include a minimum of two (2) mounted shelves for non-rack mountable computer equipment (example shown below).



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

Features (Computer Rack):

-
- Labeled U Positions
 - <2M Height
 - Rapid Rail® / Cable Management Arm Mounting Kits
 - Easily Removed Door Hinges
 - Locking doors and side panels
 - Light weight (35lb.) Side Panels
 - Built in side panel handles
 - Split Rear Doors
 - Leveling Feet
 - Bolt Down Stabilization Bracket
 - 1000mm Depth
 - Perforated front and rear doors
 - Heavy duty – Solid Casters
 - 2,000 lb capacity
 - Cable Holes in Roof
 - Cable Management through Rear Door
 - Open bottom
-

D. Fiber-Optic Cabling

- 1) **Cable and Fiber Count** - If more than one LTER is required, fiber-optic cabling shall be installed between LTERs. One fiber-optic cable containing a minimum of 12 fibers (6 pairs) shall interconnect LTERs.

- 2) **General Fiber-Optic Cable Specifications** - All fiber-optic cables and individual fibers shall meet or exceed the following specifications. Fiber-optic cables shall have an all-dielectric aramid strength member, a tensile load rating of 259 kg (550 lb.), and bend radius of 9 cm. All fibers in the cable shall be FDDL-compatible, multi-mode or single-mode depending on distance, graded-index, 62.5/125-micron diameter, with 850 and 1300 nm light-source windows, 0.275 numerical aperture, 160/500 MHz-km dual-window bandwidth, 3.75/1.50 dB/km maximum attenuation over the -40C to 70C temperature range and shall have color-coded, fire-retardant, oil-resistant thermoplastic jacketing. Important note on distances and fiber: for distances over 715 feet, single mode 9/125-micron diameter (core/cladding) diameter, 1310 nm, low metal content, single mode fiber-optic cables, complying with the ITU-T G.652 and ISO/IEC 793-2 Type B1 standards using LC gigabit connectivity may be necessary. Using Multi mode cable and SC connectors will only allow distances of 1700 feet with specially purchased mode conditioning patch cables.
- 3) **Outdoor/Underground Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall have a PB jacket and water block gel or similar water-resistant buffer.
- 4) **Indoor Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring within a building shall be plenum-rated, if required by code, otherwise PVC.
- 5) **Underground Fiber-Optic Cable Conduit** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall be enclosed in Schedule 40 PVC conduit conforming to NEMA standard TC10, suitable for concrete encasement. Prefabricated fittings shall be used except where sharp bends or turns prevent their use, in which case joint boxes or pull boxes shall be used. Conduit and fitting joints must be watertight and shall be made using PVC solvent cement. Underground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 6) **Above-Ground Fiber-Optic Cable Conduit** - Fiber-optic cable used for data vertical wiring running between buildings and above ground shall be enclosed in steel pipe conduit. All fittings used at PVC/steel conduit transitions must be suitable for connection to PVC conduit. All such steel pipe conduits shall be grounded to the building grounding electrode system. Above-ground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 7) **Fiber-Optic Cable Conduit Size** - All conduits in which fiber-optic cable is run shall have a minimum inside diameter of 2 inches.
- 8) **Fiber-Optic Cable Termination Enclosure** - Each fiber-optic cable together with its associated fibers shall be terminated in a separate termination enclosure. The fiber-optic termination enclosure (WIC/LIU) shall accommodate minimum 24 fibers (12 pair), use SC-type connectors, be completely enclosed with left and right hinged doors, and shall have either a lock or lock hasp. The enclosure shall be Champion CFD Series 20 or equivalent.
- 9) **Fiber-Optic Cable Termination Enclosure Labeling** - Each termination enclosure shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the left door of the enclosure facing outward. Each individual fiber SC connector in the enclosure shall be labeled with the fiber identification number. The label shall be an adhesive type, easily readable, and shall be placed on the connector panel above the connector.
- 10) **Fiber-Optic Cable Termination Enclosure Location** - The termination enclosure in each LTER shall be located on the backboard of the data side of the room with the bottom of the enclosure at a height of 4 feet AFFL. The left side of the enclosure shall be even with the right side of the patch panel rack enclosure.

E. **Post-Installation Cable Testing**

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

25. **MISCELLANEOUS REQUIREMENTS – OFFEROR SHALL:**

FORMICA - All applicable Formica surfaces (See A – E below) shall be freshly laminated before occupancy at the commencement of the lease prior to the effective date of the Lease and any renewals thereof, or as needed due to normal wear, as determined by the Department. The Department shall be provided samples from which to choose colors. A smooth Formica finish is required.

- A. **Lobby/Clerical Area** – Design public reception area separate from the clerical personnel area by a wall (floor-to- ceiling) with **two (2)**, 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. Each window shall be 4' high x 4' wide.
- 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 on 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")
 - 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.
 - 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. The Department can request a clerical work counter/return to be provided at each work station.
 - A service counter, covered with plastic laminate (i.e. Formica) shall be affixed to a waiting room wall in a location(s) to be specified by the Department. Dimensions shall be 6' – 10' long, as specified by the Department, and 28" – 34" in height, 19" top surface (depth) and with a 6" backslash.
 - Ensure **(1) unisex restroom** for public/client use shall be accessible from the Public Main Lobby/Reception area. The restroom shall contain a commode, lavatory with mirror, soap dispenser and a forced-air hand dryer.
 - Ensure the traffic-flow pattern used by the public/clients will not go thru the main clerical areas.
 - Provide **two (2)** electrically operated locks between the Lobby/Access-way leading to the individual offices and between the Lobby/unisex public restroom. 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. (One additional door with electrically operated lock with additional control

button at each clerical station to be supplied if requested.) Lessor shall be responsible for repair/maintenance of the equipment operating the doors, control stations, etc.

- An automatic closure shall be installed on these doors
- These doors shall be solid core and the doorframes shall be hollow metal
- At a minimum, chair rail shall be installed on all Lobby walls with plastic nail-down splashguard below the rail, such as Fiberglass Reinforced Plastic (FRP) or painted wainscoting, from floor to the mid-point of the wall.
- Install convex mirrors and a two-way intercom system between the Main Reception/Lobby and the Clerical area to ensure staff can observe the entire Main Reception/Lobby area and to allow staff to communicate with the public/clients.
- Install a flush-mounted ceiling fan (5-blade Hunter) in the Lobby/Reception waiting room. The on-off electrical switch shall be located in the adjacent clerical staff work space.
- One (1) shelf of commercial grade to hold a 36" LCD TV, which matches interior design, located on wall of Lobby as designated by Department. Install an electrical outlet at shelf height.

B. Mail Distribution Center:

- Mill work shall include mail boxes for the designated Mail/Copy area, number to be determined. Each mail box shall be 12" wide, 15" deep, and 8" high; finish shall be Formica or equivalent. **One (1)** of the mail boxes shall be designated for 'outgoing' mail and equipped with a commercial-grade lock.
- **Three (3) keys** shall be provided for each locked 'outgoing' mail boxes.
- A full-length cabinet located directly below the distribution boxes shall be provided. The cabinet is to run the length of the distribution boxes, with 24" deep counter tops and shall be fully enclosed with doors and finished in Formica.
- Provide **two (2)** telephone lines for fax/postage machine purposes within the Mail/Copy room(s) at a location to be designated by the Department.
- The Mail Distribution Center shall be located in the Mail/Copy rooms or recessed in a wall at a location to be designated by the Department.

C. Break Room/Pantry - shall include an ADA accessible kitchen-size stainless steel sink and a work area with 8 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent.

- **Two (2)** duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided for convenience appliances.
- Provide hot and cold water to the sink, a soap dispenser and a paper towel dispenser. Hot water pipes must be insulated as required by Florida Accessibility Code for Building Construction.
- Provide a 1,000-watt microwave and an 18-cubic foot refrigerator in each break room.
- The Department may provide a cold-drink vending machine and a snack vending machine in the break room which will require additional wall-mounted electrical outlets (see Item 21 – Electrical Requirements (page 33)).

D. Conference Room and Training Room:

- Install **two (2)** wall-mounted shelves of commercial grade designed to hold up to a 50" LCD TV, with a corresponding electrical outlet for each shelf. The shelves shall be installed on walls *at location and at heights to be specified by the Department*. These electrical outlets are in addition to the electrical requirements as per Item 21 – Electrical requirements, of these specifications. Shelves shall be of a design that matches the nearby office finishing(s) (i.e., Formica, chair rail, paint color, etc.)
- Chair rail shall be installed with plastic nail-down splashguard below the rail, such as Fiberglass Reinforced Plastic (FRP), or painted wainscoting, from floor to the mid-point of the wall.
- Provide recessed lighting with a dimmer switch.

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

- 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.
- Within one (1) of the designated storage areas, provide a minimum of **two (2)** electrical power/charging stations for GPS monitors, radios, and other equipment. Each charging station is to be equipped with a six-station surge resistant power strip. The electrical outlets, on the power strip, are to be spaced a minimum of one (1) inch apart and positioned above one shelf. These outlets are in addition to the electrical requirements as per Item 21 – Electrical Requirements (page 33), of these specifications.

F. **Entrances/Exits and Common Traffic Areas:**

- Provide an exterior Lobby entrance door that meets ADA requirements and security specifications. At a minimum, this Lobby door must allow clientele and/or staff to view ingress/egress of visitors thru a partial glass insert or similar arrangement/design.
- All building entrances and exits (for the space to be occupied) must have a minimum of a four (4) foot overhang.
- All rear/side entry doors must be solid core and have a peep-hole. At a minimum, one (1) such entry shall be provided.
- Provide a water spigot and a GFCI outlet at or near the exterior staff entrance/staff parking lot.
- Commercial-grade ashtrays and a trash receptacle must be provided at each designated smoking area. These items must be emptied/cleaned daily by janitorial staff.
- 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.
- Install kick plates on both sides of all common area doors.
- Install corner guards on all hallway and heavy traffic corners.
- All exterior and interior doors shall be equipped with floor-mount door stops. Lessor shall be responsible for maintenance/replacement of these door stops.

This space is intentionally blank

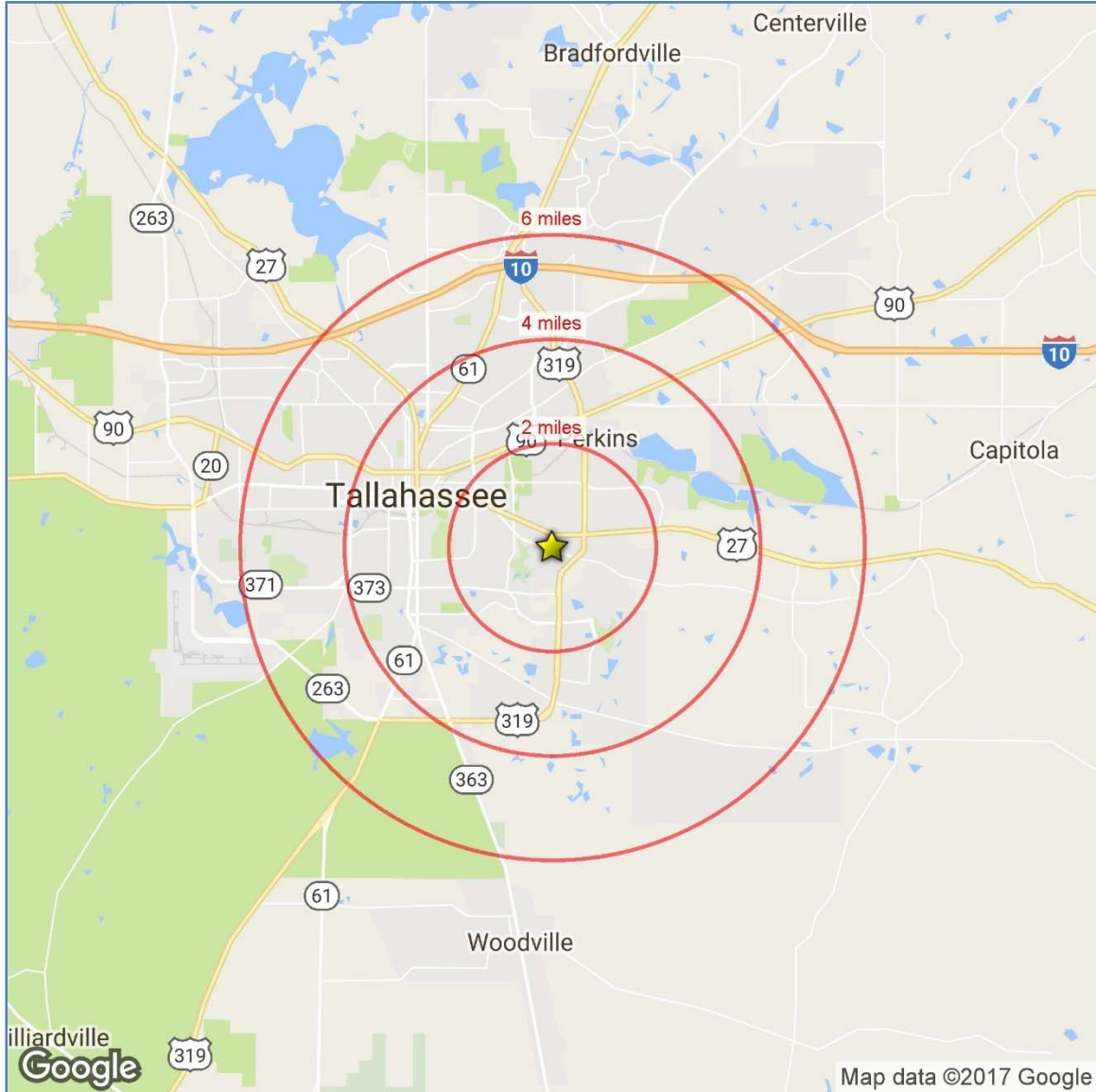
ATTACHMENT B

BOUNDARIES

**Provide a map which identifies the location of the offered property/facility
with the Reply**

BOUNDARIES

Tallahassee, Florida



Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

ATTACHMENT C

STANDARD LEASE AGREEMENT

AND

LEASE ADDENDUMS A - E



STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: _____

Lease Commencement: _____

Preamble

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

Parties

Lessee: _____
Agency Name

Address: _____
Street City State Zip Code

Lessor: _____
Lessor Name

Address: _____
Street City State Zip Code

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

1. Description

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

Description:

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

Address: _____
Street City State Zip Code

consisting of an aggregate area of _____¹ square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 100.0% of the _____¹ net square feet in the building.

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

2. Term & Renewals

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

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

for a term of _____ months.

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

Lessor Initial: _____

Lessee Initial: _____

Page 1 of 8

Form 4054

Rev. Date 8/15

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		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-	End (MM/DD/YYYY)					
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$0.00	\$0.00
-	-					\$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
Form 4054
Lessee Initial: _____ Rev. Date 8/15

Offeror's initials of acknowledgement are required on all pages of this submittal: _____
Offeror's Initials

B. Option Term

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

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

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

Offeror's initials of acknowledgement are required on all pages of this submittal: _____
 Offeror's Initials

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

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

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

7. Accessibility and Alterations

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

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

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

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

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

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

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

8. Applicable Laws

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

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

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

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

9. Heating and Air Conditioning

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

10. Compliance with Fire Safety Standards

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

11. Injury or Damage to Property

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

12. Expiration of Term

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

Lessor Initial: _____ Page 5 of 8
 Form 4054
 Lessee Initial: _____ Rev. Date 8/15

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

- A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.
- B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

Lessor Initial: _____

Page 6 of 8

Form 4054

Lessee Initial: _____

Rev. Date 8/15

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

Lessor Initial: _____

Lessee Initial: _____

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

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

X _____ Lessor or Authorized Representative	_____	____ / ____ / ____ Date
X _____ Witness #1	_____	____ / ____ / ____ Date
X _____ Witness #2	_____	____ / ____ / ____ Date

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

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

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

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

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

NOTE: THE MOST CURRENT APPROVED DEPARTMENT OF MANAGEMENT SERVICES' STANDARD LEASE AGREEMENT AND STATE REQUIRED ADDENDUMS SHALL BE USED AT THE TIME OF LEASE EXECUTION.

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

ATTACHMENT C - ADDENDUM A



STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES JANITORIAL SERVICES ADDENDUM

ADDENDUM: A

LEASE NUMBER: 450:0115

Janitorial/Cleaning Services: The Lessor agrees to furnish janitorial and cleaning services as part of this agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, toilet seat covers 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.

FM 4054D (R04/16)

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES ADDENDUM

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, toilet seat covers, 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)

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
MAINTENANCE AND JANITORIAL SERVICES

In providing any or all of the above services:

1. Only the Lessor or actual employees of the janitorial contractor or hired vendor, who are at least eighteen (18) years of age, are to be admitted to the premises AFTER the Department has facilitated and/or conducted their background check and approved the contractor vendor's entry into the facility.
2. Any contracted vendor or janitorial staff, performing services at the premises MUST first check in with the designated Department staff member upon arrival and MUST check exterior doors and windows to ensure the facility is secure at the time they depart the facility.
3. If providing agreed upon after-hour services, any contracted vendor/janitorial staff MUST ensure they follow the guidelines provided above as they are not to provide access into the facility to anyone. Additionally, these contractor vendor/janitorial staff MUST use only necessary lighting in the areas in which they are actually working and are not to disturb any papers or personal items within the offices.
4. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, at least once every five (5) years thereafter during the base term, and prior to the commencement date of any renewals or extensions thereof. The Department shall be provided samples from which to choose colors.
 - All painted surfaces shall be painted with a washable paint for easy cleaning using either a Semi-Gloss or Satin finish. Flat paint will not be accepted.
 - Touch-up painting shall be done as needed, as determined by the Department, and must be blended-in so that it matches the existing finish/wall.
 - High traffic areas shall be repainted annually if requested by the Department.
5. All new flooring (carpet, vinyl/VCT, and tile) must be installed prior to occupancy at the commencement of the lease, including related items such as grout (where applicable) and the floor base, and at least once every five (5) years thereafter during the base term, and at least once every five (5) years thereafter during the base term, prior to the commencement date of any renewals or extensions thereof. The Department shall be provided samples from which to choose colors.
 - No flooring will be accepted 'as-is' unless a specific 'concession' is granted by the Department in writing.
 - If adhesives and/or sealants are used during flooring installation, they MUST be low VOC products and the facility MUST be property ventilated during the installation (open windows/doors, provide fans, etc.)
 - During carpet installations, the carpet must be ventilated seventy-two (72) hours prior to installation and cleaned/vacuumed immediately after the installation to ensure odors are kept to a minimum.
6. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.
7. Any contracted vendor or janitorial staff member must provide the Department with MSDS sheets for any cleaning product, adhesive, chemical, sealant, paint, etc., they use while providing their services.
8. Filters for HVAC shall be changed every **thirty (30)** days at a minimum and more often as conditions warrant.

LESSEE:
 Department of State/
 Division of Corporations

LESSOR:

 Lessee Signature

 Lessor Signature

 Name/Title

 Name/Title

 Date
 FM 4054D (R04/16)

 Date

ATTACHMENT C - ADDENDUM B



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES

ADDENDUM: B

LEASE NUMBER: 450:0115

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 \$2,525.00 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

LESSEE:
Department of State/
Division of Corporations

LESSOR:

Lessee Signature

Lessor Signature

Name/Title

Name/Title

Date

Date

ATTACHMENT C – ADDENDUM C



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

ADDENDUM: C

LEASE NUMBER: 450:0115

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

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

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within thirty (30) 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:

Department of State/
Division of Corporations

LESSOR:

Lessee Signature

Lessor Signature

Name/Title

Name/Title

Date

Date

ATTACHMENT C – ADDENDUM D

STATE OF FLORIDA DEPARTMENT OF STATE/DIVISION OF CORPORATIONS

INDOOR AIR QUALITY ADDENDUM

ADDENDUM: D

LEASE NUMBER: 450:0115

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) 62-2002. 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 2006, 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 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:

Department of State/
Division of Corporations

Lessee Signature

Name/Title

Date

LESSOR:

Lessor Signature

Name/Title

Date

ATTACHMENT C – ADDENDUM E

STATE OF FLORIDA
DEPARTMENT OF STATE/DIVISION OF CORPORATIONS
ADDITIONAL LEASE TERMS

ADDENDUM: E

LEASE NUMBER: 450:0115

In cases where a dispute arises between the Standard Lease Agreement **450:0115**, the Invitation to Negotiate **450:0115**, and the Lessor’s response to the Invitation to Negotiate **450:0115**, during the term of the Lease Agreement, Renewal Option(s) periods and/or extensions thereof, the controlling documents, in order of precedence shall be:

- First - The Standard Lease Agreement 450:0115(including Addenda); **then**,
- Second - The Lessor’s response (Reply) to the Invitation to Negotiate **450:0115**; **then**,
- Third - The Invitation of Negotiate **450:0115**.

LESSEE:
Department of State/
Division of Corporations

LESSOR:

Lessee Signature

Lessor Signature

Name/Title

Name/Title

Date

Date

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror’s Initials

ATTACHMENT D

DISCLOSURE OF OWNERSHIP

DISCLOSURE STATEMENT

(Required to be completed and submitted with the Reply)



**DISCLOSURE OF OWNERSHIP
STATE OF FLORIDA
Disclosure Statement**
Department of Management Services Form 4114



Lease Number: 450:0115

Purpose

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

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

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

2. Disclosure Requirements

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

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

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

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

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

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

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: _____

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

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

ATTACHMENT E

DEPARTMENT OF FINANCIAL SERVICES' DIVISION OF STATE FIRE MARSHAL

PLANS REVIEW FEES, PROCEDURES AND REQUIREMENTS

DEPARTMENT OF FINANCIAL SERVICES'

ITN 450:0115

Page 70 of 96

Effective Lease Date: November 1, 2019

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

DIVISION OF STATE FIRE MARSHAL
Plans Review Fees, Procedures and Requirements

The plans for all construction of any new state owned or state lease building and renovation or alteration of any existing state owned or state leased building are subject to review and approval of the Division of State Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy. The Division of State Fire Marshal may inspect state owned and state leased spaces as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire safety standards as per Florida Statutes 633.218 and 69A-52, Florida Administrative Code.

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

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

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

DESIGN CRITERIA

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

[\(https://www.flrules.org/\)](https://www.flrules.org/)

PLANS REVIEW FEES

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

Example:

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

METHOD OF PAYMENT

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

WHAT TO SUBMIT

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

If Sending By Regular Mail

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

If Sending By Overnight Service

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

PLANS SUBMISSION:

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

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

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

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

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

PLAN INFORMATION

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

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
- **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
- **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
- **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.
- **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
- **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
- **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.
- **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
- **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.
- **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system and the appropriate N.F.P.A. standard that was used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.

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

CONSTRUCTION INSPECTIONS

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

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

HOW TO REQUEST AN INSPECTION

The following inspections must be considered:

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

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

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

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

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

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

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

FIRE ALARM CHECKLIST

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

SPRINKLER SYSTEM CHECKLIST

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

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS

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

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS

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

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO ENSURE CURRENT FLORIDA STATUTES AND FLORIDA ADMINISTRATIVE CODE(S) (FAC) ARE ADHERED TO AND ARE REFLECTED IN ALL ASPECTS OF DESIGN CRITERIA, RENOVATIONS, RETRO-FITS, AND A/E PLANS. FOR CURRENT FORMS AND INSTRUCTIONS, VISIT THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES', DIVISION OF FIRE MARSHAL, BUREAU OF FIRE PREVENTION WEB SITE AT:
<http://www.myfloridacfo.com/Division/SFM/BFP/default.htm>



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

APPLICATION FOR PLAN REVIEW

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

1. CONTACT INFORMATION

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

2. PROJECT NAME OR DESCRIPTION

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

4. BUILDING INFORMATION	a. <input type="checkbox"/> State Owned*	b. <input type="checkbox"/> State-Leased,** lease #:
--------------------------------	--	--

	c. Design or State Agency Project #:	
	d. Project Square Footage:	e. State Agency or University:
	f. Building Name:	g. Building #:
	h. Building Street Address:	
	i. City/State/Zip:	j. County:
	k. NFPA Occupancy Type: (check all that apply)	
	Ambulatory Health Care <input type="checkbox"/>	Apartments <input type="checkbox"/>
	Detention and Correctional <input type="checkbox"/>	Day-Care <input type="checkbox"/>
	One and Two Family <input type="checkbox"/>	Mercantile <input type="checkbox"/>
	Hotels and Dormitories <input type="checkbox"/>	Health Care <input type="checkbox"/>
	Lodging or Rooming Houses <input type="checkbox"/>	Business <input type="checkbox"/>
	Residential Board and Care <input type="checkbox"/>	Industrial <input type="checkbox"/>
	Storage <input type="checkbox"/>	Assembly <input type="checkbox"/>
	l. Is this a change in occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No	m. FBC Construction Type:
n. Building Height:	o. Number of Stories:	
p. Life Safety Systems: (check all that apply) <input type="checkbox"/> Fire Alarm System <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Standpipe <input type="checkbox"/> Other:		
q. Estimated Construction Cost (not including the cost of land, site improvement, civil work or furniture and equipment):		

Page 1, Permit # _____

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials



DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR PLAN REVIEW

5. SITE INFORMATION	a. Site Name:				
	b. Site Street Address:				
	c. City/State/Zip:				
6. FEES	a. Person/Company responsible for payment of fees:				
	b. Street Address:				
	c. City/State/Zip:	d. Phone:			
7. RETURN PLANS	a. Plans should be returned to:				
	b. Street Address:				
	c. City/State/Zip:	d. Phone:			
<p>Plans and specification shall be signed and sealed in accordance with Florida Statute 471 and 481. Submit this completed application with two sets of contract documents and one set of specifications to:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><u>If Sending By Regular Mail</u> Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342</p> </td> <td style="vertical-align: top;"> <p><u>If Sending By Overnight Service</u> Division of State Fire Marshal Plans Review Section 325 John Knox Road, Atrium Building Tallahassee, Florida 32303</p> </td> </tr> </table>				<p><u>If Sending By Regular Mail</u> Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342</p>	<p><u>If Sending By Overnight Service</u> Division of State Fire Marshal Plans Review Section 325 John Knox Road, Atrium Building Tallahassee, Florida 32303</p>
<p><u>If Sending By Regular Mail</u> Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342</p>	<p><u>If Sending By Overnight Service</u> Division of State Fire Marshal Plans Review Section 325 John Knox Road, Atrium Building Tallahassee, Florida 32303</p>				
<p>* 69A-3.009 (12), FAC, defines a state owned building as: (a) "State-owned building," as used in Chapter 633, F.S., and any rule adopted by the State Fire Marshal, except as provided in paragraph (b) of this subsection, means any structure used or intended for supporting or sheltering any use or occupancy of which the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the record owner of the legal title to such structure.(b) "State-owned building" does not mean or include a pole barn, a picnic shelter, a lift station, an animal pen, an animal feeder, a pump house, a one-family private residence, a two-family private residence, a forestry fire tower or other fire tower, a radio tower, a building no longer in use, an empty building, or a greenhouse.</p>					
<p>** 69A-3.009 (13), FAC, defines a state leased space as: "State-leased" means that the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the lessee which is leasing the building or space from a lessor.</p> <p>If this is a state lease at a Department of Management Services facility, please send a copy of this completed form to:</p> <p>Real Property Administrator 4050 Esplanade Way, Suite 315 Tallahassee, FL 32399-0950</p>					

Page 2, Permit # _____

DFS-K3-1973
 Rev. 03/12; Rule 69A-52.003, F.A.C.

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

ATTACHMENT F

DEPARTMENT OF MANAGEMENT SERVICES'

ENERGY PERFORMANCE ANALYSIS (EPA)



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

ITN 4

Page 78 of 96

Effective Lease Date: November 1, 2019

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

- buildings larger than 5,000 gross square feet
- spaces larger than 2,000 square feet of rentable area within an existing building

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

- e. Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
- f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
 - 1) an Energy Star rating for the proposed lease
 - 2) the energy performance index (kBtu per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating

2. Energy Cost Projection:

- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
 - 1) the average annual energy costs based on actual utility bills for the previous three years
 - 2) current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
- b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.
- c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
 - 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
 - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

Computer-Based Simulation Requirements

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

- 1. A description of the proposed lease space that includes:

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

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

- The submittal to DMS should include a reference to the Department of State/Division of Corporations ITN 450:0115, **and**,
- Notify the Issuing Officer of the status of the EPA when submission is made to DMS, via email at: vonda.murray@dos.myflorida.com

ATTACHMENT G

‘DOING BUSINESS WITH THE STATE’

‘DOING BUSINESS WITH THE STATE’

PART I
MyFloridaMarketplace (MFMP)

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

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

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

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

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

For Lease Number **450:0115**

the Lessor is: Offeror (as specified in the ITN submittal)

the FEID # is: 9-digit # (example – 123466789)

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

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

Direct/electronic deposit of rental payments generally results in payments being deposited in the Lessor's authorized banking account several days quicker than using the paper warrant process because it is a more 'automated' process. Direct deposit (EFT) can also provide a higher level of security of rental payments since the deposits are direct to the designated financial account rather than thru the US mail and into a mail drop. When the electronic funds transfer (EFT) is utilized, a paper copy of the monthly rental payment information is sent to the designated rental remittance payment address which is established by the Lessor and referenced in the approved Lease Agreement.

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

In the event of a change to the Lessor information due to: (a) sale of the property; (b) change of ownership; or (c) addresses (Lessor mailing address and/or Lessor's rental remittance address), notification to the Department of State/Division of Corporations' Leasing section is required. For the lease agreement acquired thru this ITN, the contact is:

Robert Taylor, General Services Manager

Telephone: (850) 245-6472

Email: robert.taylor@dos.myflorida.com

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

1. Change of Ownership – Sale of Property:

- Submit letter on business letterhead, signed by new owner/Lessor, providing the date of new ownership and contact information for new owner(s);
- Submit a copy of the property deed, as recorded with the local county government, reflecting the new owner/Lessor.

2. Change of Lessor business name – Same owners operating under new/different business entity name:

- Submit letter on business letter, signed by current Lessor, which provides the new business name and FEID number.
- Confirm the existing FEID number is valid (or) provide new FEID number for the different business entity name.
- Confirm the mailing address for the Lessor and provide contact information (telephone number, fax number and email address);
- Confirm the rental remittance address for the Lessor;
- If applicable, confirm registration with the Florida Department of State, Division of Corporations, has been accomplished.

Depending on the changes, the Leasing office may provide a Disclosure Statement FORM (fm 4114) for completion and return.

Updated 'vendor' registration and/or updates thru the MFMP web site may be required.

(Reference: **Item I - Registration as a Vendor with the Florida Department of Management Services' MyFloridaMarketPlace (MFMP)**)

Updated electronic funds transfer (EFT) registration thru the Department of Financial Services web site may be required.
(Reference: **Item II - Electronic Funds Transfer (EFT) of Rental Payments with the Florida Department of Financial Services**)

PART II

Substitute W-9 Form

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

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

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

Please follow this link for full details and instructions:

<https://flvendor.myfloridacfo.com>

PART III

DIRECT DEPOSIT THRU ELECTRONIC FUNDS TRANSFER (EFT)

VENDORS

Direct Deposit (EFT) sign-up information for Vendors

Florida Department of Financial Services

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

- 👉 Direct Deposit E-mail address: directdeposit@myfloridacfo.com
- 👉 Direct Deposit phone number (850) 413-5517
- 👉 Checking payments on the web: <https://flair.dbf.state.fl.us>
- 👉 Check the status of a pending payment call the Vendor Ombudsmen Section at (850) 413-5516
 - 👉 **Get the 'Direct Deposit' form now.** Simply click on the 'Form' link immediately below, print out the 'Direct Deposit Payment Authorization' form (DFS-A1-26E) and follow the instructions.
 - 👉 If you have problems printing the form or have any questions, call (850) 413-5517 or email the Department of Financial Services at directdeposit@myfloridacfo.com

Form

Please note: The Lessor/Remittance name used for the Direct Deposit System (EFT) thru DFS and the name used for Vendor Registration (thru DMS' MFMP) must match. These systems (MFMP Vendor and Direct Deposit (EFT)) are 'linked' and variances or conflicts may result in errors and delays associated with processing rental payments.

ATTACHMENT H

STANDARD METHOD OF SPACE MEASUREMENT

(Use as a guide and apply square footage measurements and calculations for verified gross square feet and net rentable (usable) square feet on all floor plans and/or AE plans submittals requested in this ITN.)

STANDARD METHOD OF SPACE MEASUREMENT

- A. The purpose of this standard is to permit communication and computation on a clear and understandable basis. Another important purpose is to allow comparison of values on the basis of a generally agreed upon unit of measurement (net square footage).
- B. It should also be noted that this standard can and should be used in measuring office space in old as well as new buildings, leased office space as well as state-owned space. It is applicable to any architectural design or type of construction because it is based on the premise that the area being measured is that which the agency may occupy and for its furnishings and its people.
- C. This standard method of measuring office space measures only occupiable space undistorted by variances in design from one building to another. It measures the area of office building that actually has usable (rental) value and, therefore, as a standard can be used by all parties with confidence and with a clear understanding of what is being measured. Area measurement in office buildings is based in all cases upon the typical floor plans, and barring structural changes which affect materially the typical floor, such measurements stand for life of the building, regardless of readjustments incident to agency layouts.
- D. All usable (rentable) office space, private section leased, state-owned, or other publicly-owned shall be computed by:
 - 1. Measuring to the finish of permanent building walls to the office side of corridors and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining usable areas. This usable (rentable) area shall EXCLUDE: bathrooms, public corridors, stairs, elevator shafts, flues, pipe shafts, vertical ducts, air-conditioning rooms, fan rooms, janitor closets, electrical closets, telephone equipment rooms (such other rooms not actually available to the tenant for his furnishings and personnel), and their enclosing walls.
 - 2. No deductions shall be made for columns and projection structurally necessary to the building.
- E. The floor plan (page 3 of 3 of this Attachment) illustrates the application of this standard.

PREPARING FLOOR PLANS & SQUARE FOOTAGE CALCULATIONS

- F. Floor plans verifying the net rentable square footage are to be submitted for new leases or modifications to increase or decrease square footage of leases 3,000 square feet or greater. This requirement may be met by using either a scaled line drawing or an architect's blueprint. The plans must contain all dimensions and calculations following the standard method of space measurement, necessary to compute the net rentable square footage. They should be signed by the person who physically measured the leased premises. On page 3 of 3 of this Attachment is a sample scaled line drawing floor plan.
- G. Floor plans should be prepared and square footage calculations completed and the rentable square footage verified before lease document preparation commences. The square footage on the floor plans and the lease document must agree.
 - 1. Drawings are to be clear with measurement lines showing to which surface of the wall the measurement applies. Many times an architect's drawing will not indicate measurement procedure. In such cases measurement lines and distances may be drawn on the floor plans to make them correct.
 - 2. Square footage calculations must be clear and easy to follow. For clarity areas of the facility may be designated with an alpha letter which is referenced to the calculations. Areas may be color coded if desired to make them easier to understand.

Page 1 of 2

3. Any subsequent lease actions which changes the square footage is to be accompanied by a new set of plans indicating the total new square footage.
4. Set calculate to three decimal places.
5. Calculate all measurements to three decimal places using the decimal equivalents provided as shown on the following page.
6. Do not round off any figures used in calculations until final square footage is obtained, then round off to nearest square foot to arrive at net rentable square footage for the facility.

DECIMAL EQUIVALENTS FOR SQUARE FOOTAGE CALCULATIONS: (To be used for all SF calculations)

$\frac{1}{4}'' = .021$	$3\frac{1}{4}'' = .271$	$6\frac{1}{4}'' = .521$	$9\frac{1}{4}'' = .771$
$\frac{1}{2}'' = .042$	$3\frac{1}{2}'' = .292$	$6\frac{1}{2}'' = .542$	$9\frac{1}{2}'' = .792$
$\frac{3}{4}'' = .063$	$3\frac{3}{4}'' = .313$	$6\frac{3}{4}'' = .563$	$9\frac{3}{4}'' = .813$
$1'' = .083$	$4'' = .333$	$7'' = .583$	$10'' = .833$
$1\frac{1}{4}'' = .104$	$4\frac{1}{4}'' = .354$	$7\frac{1}{4}'' = .604$	$10\frac{1}{4}'' = .854$
$1\frac{1}{2}'' = .125$	$4\frac{1}{2}'' = .375$	$7\frac{1}{2}'' = .625$	$10\frac{1}{2}'' = .875$
$1\frac{3}{4}'' = .146$	$4\frac{3}{4}'' = .396$	$7\frac{3}{4}'' = .646$	$10\frac{3}{4}'' = .896$
$2'' = .167$	$5'' = .417$	$8'' = .667$	$11'' = .917$
$2\frac{1}{4}'' = .188$	$5\frac{1}{4}'' = .438$	$8\frac{1}{4}'' = .688$	$11\frac{1}{4}'' = .938$
$2\frac{1}{2}'' = .208$	$5\frac{1}{2}'' = .458$	$8\frac{1}{2}'' = .708$	$11\frac{1}{2}'' = .958$
$2\frac{3}{4}'' = .229$	$5\frac{3}{4}'' = .479$	$8\frac{3}{4}'' = .729$	$11\frac{3}{4}'' = .979$
$3'' = .250$	$6'' = .500$	$9'' = .750$	

Reference: Florida Administrative Code (60H-2.003); Department Standard Method of Space Measurement - <https://www.flrules.org/>

ADDITIONAL INSTRUCTION

All A/E plans required under this ITN shall include certified square foot measurements and square foot calculations which are in accordance with Attachment H – Standard Method of Space Measurements.

- The plans shall be to scale (example: $1/4''$ or $1/2'' = 1'0''$).
- The plans shall include SF measurements and SF calculations by category: (a) total gross net rentable SF; (b) total non-usable SF; (c) total net usable (rentable) SF and (d) summary SF totals by category (a)(b)(c).
- Floor plans shall define the categories (a)(b)(c) by color coding, or similar method, for proper identification.
- The drawing shall be certified correct by the A/E.

ATTACHMENT I

BUSINESS REFERENCES

(Required to be submitted with the Reply)

BUSINESS REFERENCES OF OFFEROR

Provide contact information for at least three (3) tenants to whom the Offeror has provided office space within the past five (5) years. One of the references must be a current or former tenant of the property for which a Reply is submitted under this ITN. The Department of State/Division of Corporations may only be utilized as a business reference if less than three (3) references are available. The Offeror must provide a statement to that effect.

The contact information (names/telephone numbers/email addresses) must be reliable.

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

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

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

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

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

ATTACHMENT J

COMMISSION AGREEMENT

**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") Department of State/Division of Corporations and ("Tenant Broker") CBRE, INC.

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.

**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: Florida Department of State/Division of Corporations
500 S. Bronough St.
Tallahassee, FL 32399

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

AGREED AND ACCEPTED this _____ day of _____, **20**_____.

<p>TENANT: Department of State Division of Corporations</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p>OWNER:</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p>BROKER: CBRE, Inc.</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>
---	---	---

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

ATTACHMENT K

SPECIAL POWER OF ATTORNEY FORM

(If applicable, required to be submitted with the Reply)

STATE OF FLORIDA

ITN 450:0115

Page 95 of 96

Effective Lease Date: November 1, 2019

Offeror's initials of acknowledgement are required on all pages of this submittal: _____

Offeror's Initials

SPECIAL POWER OF ATTORNEY

I, _____, _____,
Name Street Address

_____, _____, hereby 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. **450:0115**

with the State of Florida, Department of State/Division of Corporations, for the Building at:

_____, _____ FL _____,
Street Address City Zip Code

title to said property being held by _____.
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 State/Division of Corporations.

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: