



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Invitation to Negotiate (“ITN”) for Leased Space

**Florida Department of Health
Division of Disability Determinations
Lease Number: 640:0400 – Leon County**

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I. INTRODUCTION AND OVERVIEW

The State of Florida Department of Health, (hereinafter referred to as the "Agency") requests your participation in a space search in **Leon County**, Florida [see detailed boundaries listed in Article IV., Lease Terms and Conditions, Subsection A]. The Agency is seeking detailed and competitive replies to provide built-out office facilities and related infrastructure for occupancy by the Agency. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate, see Attachment "A" which includes the Agency Specifications detailing the build-out requirements. The proposed facility may be within an existing building or a non-existing building designed as a Build-to-Suit to meet the Agency Specifications.

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

The "Proposer" shall mean the individual submitting a Reply to this Invitation to Negotiate ("ITN"), 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 Proposer's response to the Invitation to Negotiate. The term "State" shall mean the State of Florida and its Agencies. The term "Lessor" shall mean the successful Proposer.

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

II. INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES

Complete written Replies are **due on the date specified in Article II, Section C, Key ITN Dates**. Replies must include **the original reply, three hard copies and one electronic copy (on CD-ROM or thumb drive in PDF format)** in a **sealed envelope or box** with **"ITN-Lease Number 640:0400"** clearly marked on the outside sealed envelope. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**Florida Department of Health
Building 4052 - Support Services-Leasing Office
Attention: Kimberly Cowling, Leasing Administrator
4052 Bald Cypress Way
Tallahassee, Florida 32399-1734**

Replies which are late, unsealed, missing, emailed or faxed and Replies which are deemed by the Agency (in the Agency's sole discretion), to be substantially incomplete, inaccurate, vague, or illegible are not the responsibility of the State and will not be considered. Once received, all Replies and attachments shall become the property of the State of Florida exclusively and will not be returned. The Agency reserves the exclusive right to make determinations of what constitutes a minor irregularity in a Reply and whether to waive a minor irregularity.

B. QUESTIONS REGARDING THE ITN

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

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

C. KEY ITN DATES

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

<u>Date and Time</u>	<u>Item/Task</u>
<u>9/20/2017 – 11/20/2017</u>	Dates ITN advertised in Vendor Bid System http://vbs.dms.state.fl.us/vbs/vbs_main_menu
<u>10/5/2017 @ 1:00 PM</u>	Non-mandatory Pre-Bid Conference Florida Department of Health 4052 Bald Cypress Way Tallahassee, FL 32399-1734 Conference Room Number TBD Dial-in Number (888) 670-3525 Passcode: 1404735868, then #
<u>10/11/2017 @ 5:00 PM</u>	Deadline for submitting questions related to this ITN.
<u>10/19/2017</u>	Date answers to questions will be posted.
<u>11/20/2017 @ 4:00 PM</u>	Deadline for Receipt of ITN Replies.
<u>11/21/2017 @ 11:00 AM</u>	Date and Time ITN Replies will be opened.
<u>Location of ITN Opening</u>	Florida Department of Health 4052 Bald Cypress Way, Room TBD Tallahassee, Florida
<u>11/21/2017 – 12/8/2017</u>	Time Period for Agency Site Evaluations & Site Visits
<u>12/8/2017 – 1/12/2018</u>	Time Period for Negotiation with Preferred Candidates.
<u>1/15/2018</u>	Estimated date of Notice of Intent to Award.

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

D. OFFICIAL CONTACT PERSON – TENANT BROKER

Inquires and comments about this ITN should be directed to:

Name: Michael E. Griffin or Jerry Thornbury

Agency: Savills Studley Occupier Services, Inc.

Address: 3000 Bayport Drive, Suite 485

City/State/Zip: Tampa, Florida 33607

E-mail: mgriffin@savills-studley.com or jthornbury@savills-studley.com

This person is the only individual authorized to respond to ITN comments & questions on behalf of the Agency.

E. OFFICIAL CONTACT PERSON - PROPOSER

Each Proposer MUST provide the following contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Cell/Mobile: _____

Fax: _____

E-mail: _____

F. PUBLIC ENTITY CRIMES STATEMENT

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

G. SPECIAL ACCOMMODATION

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

III. REPLY GUIDELINES; TERMS OF THE REPLY

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

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

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

1. Replies must completely and accurately respond to all requested information, including the following:
 - a. Control of Property – For a Reply to be responsive, it must be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such status. This requirement applies to the building/structure, the proposed parking areas, and areas of ingress and egress.
 - **The owner of record of the facility and parking area** – Submit a copy of the deed(s), and title insurance or opinion evidencing clear title to the property proposed. In lieu of such documents, the owner of the facility and parking area may execute an affidavit attesting to ownership and control of the property.
 - **The Lessee of space being proposed** – Submit a copy of the current lease agreement with supporting documentation and lease requirements, to include, but not limited to authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 - **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal or corporate documents establishing the authority of the agent, broker or legal representative to act on behalf of the property owner(s).
 - **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer's control of the facility prior to the intended date of occupancy.
 - **The Holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods resulting from the ITN as required by the State. A copy of the lease

- agreement between the owner and the Lessee must be provided to the Agency at the time of submitting the Reply.
2. Each Reply must include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements.
 3. Prior to final negotiation and selection of a Reply or Replies, a "test fit" of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Proposer.
 4. All Proposers must initial at the bottom of each page of this ITN.
 5. All pages of this ITN document must be returned as part of the Reply.
 6. **Replies for Building-to-Suit Leases:**
 - The Proposer must include the proposed site plan in its Reply. The site plan should include the building and all parking areas.
 - Building renderings (including, but not limited to, elevations, cross-sections, exterior design, construction materials, and colors) may be required, the expense of which shall be borne by the Proposer.

Failure to complete or provide complete information at date and time Replies to the ITN are due may result in a Non Responsive Reply. The Agency clocks will provide official times for this ITN.

B. REQUIREMENTS SPECIFIC TO REPLIES FOR BUILD-TO-SUIT 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.

- Complete 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) Parking area(s) including site location, driveway ingress and egress
 - 10) 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 Agency), 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 Attachment A (page 19-20). 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.

C. TERMS OF THE REPLY

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

D. COST OF DEVELOPING AND SUBMITTING THE REPLY

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

IV. LEASE TERMS AND CONDITIONS

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

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

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

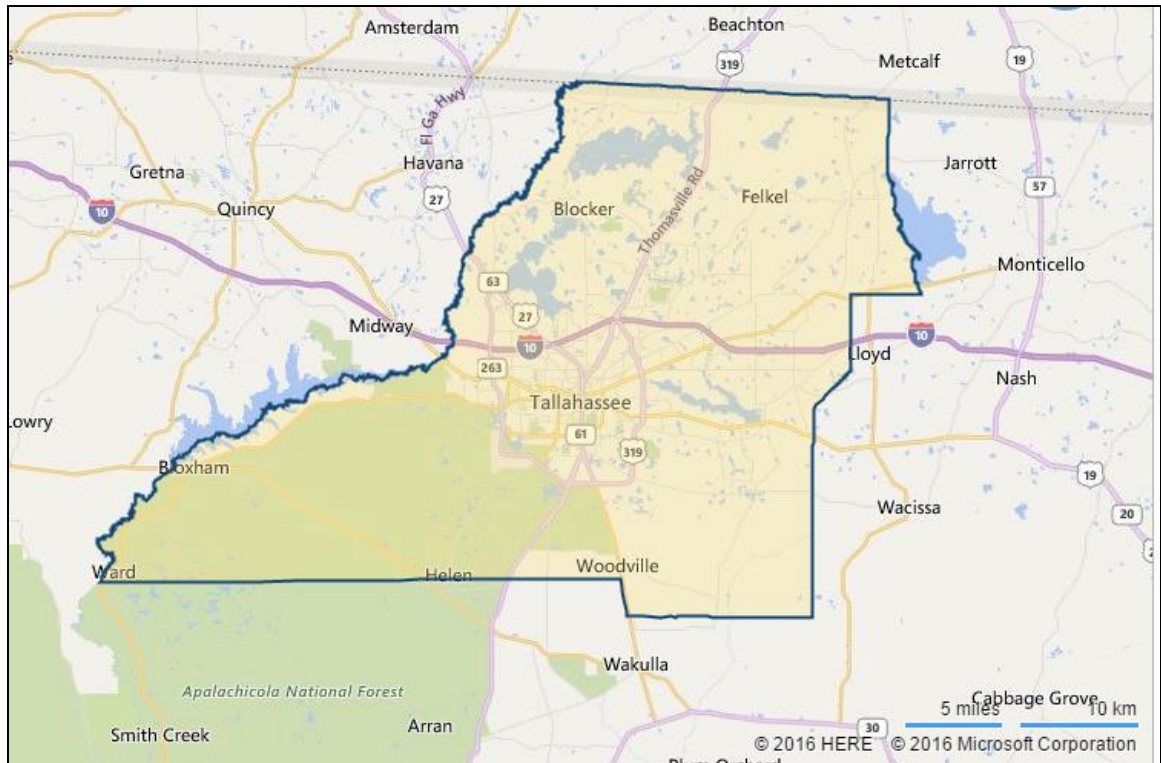
The Agency is seeking **135,815 (+/- 10.0%) square feet** of usable contiguous space (in one building).

The type of space required is **office space** and will be used for **administrative office, call center-type functions and claimant hearings. There will be no clinical or laboratory activities conducted at the Premises.**

Space must be renovated, prior to Lessee's occupancy, to conform with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act Section 553.501-553.513, Florida Statutes, the current Florida Disability Code for Building Construction, Public Law 101-336, Section 28 CFR Part 35 and Section 36 CFR Part 1191 (ADA Act of 1990).

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

Location must be within or abutting the following boundaries (locations outside listed boundaries will be deemed non-responsive):



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

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

Location of the Proposed Space within the building: _____

Complete address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES

The Proposed Space is to be made available for occupancy on **September 1, 2019**, with access to the space thirty (30) business days prior to occupancy date for set up. Should the Lessor fail to make the space available by the date specified in the Reply, the Lessor may be liable at the Agency's discretion for liquidated damages in the amount of the rent per square foot unavailable for occupancy for each additional day until the Proposed Space is made available, in accordance with the liquidated damages addendum to the Lease.

Space is considered available for occupancy when the Department of Management Services and the Agency ("Departments") are provided with a signed official/final Certificate of Occupancy, an approved State Fire Marshal Final Inspection and the Agency has provided written approval of acceptance to the Lessor. Written approval of acceptance will occur as a result of a walk through inspection with the Agency's Program Office Contact, Lessor, Contractor and Tenant Broker contact person.

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

To measure adequate progress and in an attempt to prevent an untimely occupancy date, the following items must be provided by the Lessor to the Tenant Broker contact person:

- Sample Construction Project Schedule – see Attachment B. Schedule will include projected dates. Lessor is responsible for working with its Contractor to ensure the schedule is updated at all times. The schedule will be used to monitor the progress of the construction and will be addressed at each meeting and by the Tenant Broker, as necessary.
- Inspections – copies to be provided within 5 business days upon inspection request and upon approval.
- Delays – Proposer/Lessor to inform as to expected delays, within 2 business days, if delays occur due to late performance.
- Construction Meetings – shall occur weekly on site and initiated by the Proposer/Lessor. The construction manager or representative with knowledge of the current project status must be present at the meetings.
- Performance Bond – Within 10 days after the State Fire Marshal's approval of the Construction Documents but not prior to the Department of Management Services Final Approval of the lease document a performance bond in the amount of 100 percent of the build out value in order to complete the project and Tenant Broker commissions due to the Agency must be provided by Lessor. Failure by the Lessor to provide the required performance bond within the time designated shall cause the Agency to withdraw the award and proceed with negotiating with the next responsive Proposer. The bond must be maintained throughout the build out and 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 Lessor. It is expressly understood that a final fully executed lease will not be delivered to the Lessor until the Performance Bond meets the satisfaction of the Agency.

- Floor plans – will be a joint effort of Agency staff and successful Lessor. The Lessor will provide architectural services for preparation of the floor plans and renovations. Final floor plan is subject to the Agency’s approval, the State Fire Marshal review and approval and the local building authority.
 - Changes to approved floor plans must be submitted in writing by the Lessor to the Agency’s Leasing Administrator. The Leasing Administrator will determine whether the change may be approved and notify the Lessor in writing prior to the contractor proceeding with changes.
 - Final floor plans – The Proposer/Lessor shall provide two originals and one copy of the signed, certified and sealed sets. For revised floor plans, two originals and one copy must be provided.
- Build-to-Suit – In the event a Build-to-Suit Lease is awarded, pursuant to Section 255.249(2), Florida Statutes, the Awarded Proposer shall provide architectural design and preliminary construction plans to the Department of Management Services for prior approval.

Proposer agrees to make the proposed space available in accordance with the commencement date and specifics stated in Article B, failing which the liquidated damages stated above shall apply: YES ____ or NO ____

C. TERM AND RENEWAL OPTIONS

Replies must offer a 10 and 15-year initial term. The initial term of the lease for this proposed space will be the Reply that provides the best value for the state. The State requires a minimum of 2 renewal options for 5 years each. Replies with options other than those listed above will not be considered.

Proposer agrees that the proposed space will be available to the Agency throughout the selected initial term and the optional renewal term as specified above: YES ____ or NO ____

D. RENTAL RATE - FULL SERVICE (GROSS)

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

This space left intentionally blank

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

Ten Year Initial Term

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

First Renewal Option

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

Second Renewal Option

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

Proposers must submit proposals for all lease terms being requested

Fifteen Year Initial Term

TERM	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
Year One			
Year Two			
Year Three			
Year Four			
Year Five			
Year Six			
Year Seven			
Year Eight			
Year Nine			
Year Ten			
Year Eleven			
Year Twelve			
Year Thirteen			
Year Fourteen			
Year Fifteen			

First Renewal Option

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

Second Renewal Option

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

Proposers must submit proposals for all lease terms being requested

E. PERMITTED USE BY THE STATE

The State's permitted use for the location will include administrative office and call center-type functions. There will be no clinical or laboratory activities conducted at the Premises.

Proposer agrees and acknowledges that the use of the proposed space as described above is acceptable and is in full compliance with all current zoning requirements, regulations, laws and ordinances, etc.:

YES ___ or NO ___

F. ENERGY STAR RATING

The State requires wherever possible that leased space be in an Energy Star rated facility. **Does this facility meet standards of an Energy Star building as determined on the following website:** http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?

YES ___ or NO ___

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

G. SPACE AVAILABILITY – TURN-KEY BUILD OUT

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

Proposer agrees to provide a "turn key" build-out in accordance with the space program specifications detailed in Attachment "A" following the Agency's approval of an architectural layout provided by the Proposer:

YES ___ or NO ___

H. LEASE

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

Proposer acknowledges review of the lease agreement contained in Attachment "C" and that the form (including all terms, conditions and addenda) is acceptable should the Proposed Space be selected by the Agency:

YES ___ or NO ___

I. ANTENNA ROOF RIGHTS

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

Proposer agrees to the term in this section:

YES ___ or NO ___

J. COMMISSION AGREEMENT

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

Proposer acknowledges review of the Commission Agreement (Attachment G). Proposer agrees to execute and be bound by the Agreement should the Proposed Space be selected by the Agency:

YES ____ or NO ____

K. ATTACHMENTS

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

Attachment A Agency Specifications - provides specific detail as to Agency requirements.

Attachment B Sample Construction Project Schedule – details the various stages of construction and projected completion dates.

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

The following Addenda are included in the original lease agreement upon execution:

- Air Quality
- Liquidated Damages
- Janitorial Services/Maintenances Services
- Proposal Submitted by Lessor
- Employment Eligibility Verification (eVerify)

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

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

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

Attachment G Agency Disclosure and Commissions Agreement – this attachment provides for Proposer's agreement of the Tenant Broker as agent for the State. Form must be completed and included with the Reply.

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

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

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

L. PARKING

Adequate parking for State employees and visitors is mandatory.

Proposer agrees to provide _____ parking spaces.

M. PURCHASE OPTION / RIGHT OF FIRST REFUSAL CONTRACT CLAUSE

The Proposer may grant Agency both a Purchase Option and First Right of Refusal to purchase the building. Such terms will be in accordance with state laws and will be clarified in the lease agreement.

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

N. DISCLAIMER

This ITN is an Invitation to Negotiate and it is neither an offer, contract nor agreement of any kind. Neither the Agency nor the 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 Agency.

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

Proposer understands and agrees with the Disclaimer set forth in this section: YES ____ or NO ____

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V. REPLY EVALUATION & NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

- A. Reply Evaluation and Negotiation Process: Using the evaluation criteria specified below, the Agency shall evaluate and rank Replies and, at the Agency's sole discretion, proceed to negotiate with Proposers as follows:
- The highest ranked Proposer(s) will be invited to negotiate a lease. If necessary, the Agency/Tenant Broker shall request revisions to the Reply submitted by the top-rated Proposer(s) until it is satisfied that the lease will serve the State's needs. The process will continue until a lease is negotiated and executed.
 - The Agency reserves the right to negotiate with all responsive and responsible Proposers, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Agency/Tenant Broker retain the discretion to negotiate with other qualified Proposers as deemed appropriate.
 - Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Proposers may be requested to make a presentation, provide additional references, provide the opportunity for a site visit, etc. The Agency reserves the right to require attendance by particular representatives of the Proposer. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Proposer's Reply. Failure to provide requested information may result in rejection of the Reply.
 - The focus of the negotiations will be on achieving the solution that provides the best value to the State.
 - In submitting a Reply, a Proposer agrees to be bound to the terms contained in that Reply for a minimum of 60 days. Offered prices/rates should assume those terms apply, but the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Agency determines that it is in the State's best interest to do so.
 - The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency reserves the right to waive minor irregularities in Replies.

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of 1.75%.

Maximum points: 20

Rental rates for renewal terms of lease. Rates proposed are within projected budgetary restraint of the department.

Maximum points: 5

B. Location:

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

Maximum points: 15

Frequency and availability of public transportation within one-half mile of the offered space.

Maximum points: 5

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

Maximum points: 15

Security issues posed by building, by associated parking and by surrounding neighborhood, quality of exterior lighting and obstructed entrances/exits.

Maximum points: 15

Location of the building relative to any known flooding or other water control related issues that could impact the Agency's operations.

Maximum points: 15

C. Property:

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

Maximum points: 5

The extent to which the building, parking area and property as a whole is conducive to future expansions.

Maximum points: 5

VI. PROTEST PROCEDURES

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes and Florida Administrative Code Chapter 28-110. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and 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. Protests must be timely filed with the Department of Health's Agency Clerk. See Agency website at www.FIhealth.gov, Administrative Functions.

VII. CERTIFICATION

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

All corporations, limited liability companies, corporations not for profit and partnerships seeking to do business with the State of Florida shall, at the time of submitting a reply hereto, be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapters 605, 607, 617, and 620, Florida Statutes, respectively. A copy of the registration or application shall be furnished when submitting the proposal. If subcontractors are used, a statement is required indicating that all subcontractors are appropriately registered with the Florida Department of State as described in this section. Information and forms may be obtained at: <http://www.sunbiz.org>.

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

Proposer's Name

Prospective Lessor's Name

FEID or SS Number

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner

**ATTACHMENT A
AGENCY SPECIFICATIONS**

Quantity		Type of space & size needed <i>Personnel and Standard Support Areas</i>	SF	Voice	Data	Total Voice	Total Data
A.	1	Office(s) @ 225 SF each	225	2	4	2	4
B.	14	Office(s) @ 150 SF each	2,100	2	2	28	28
C.	75	Work Stations @ 100 SF each	7,500	1	2	75	150
D.	524	Workstation(s) @ 80 SF each	41,920	1	2	524	1,048
E.	120	Workstation(s) @ 60 SF each	7,200	1	1	120	120
F.	8	Reception @ 200 SF	1,600	1	2	8	16
G.	8	LAN Room @ 75 SF	600	2	4	16	32
H.		Open Files	6,606	1	0	0	0
I.	15	Storage Room @ 100 SF	1,500	1	0	15	0
J.	12	Pantry @ 200 SF	2,400	0	0	0	0
K.	12	Copy Room @ 200 SF	2,400	4	8	48	96
L.	9	Conference Room for 10-12 people @ 350 SF	3,150	4	8	36	72
M.	13	Conference Room for 6-8 people @ 250 SF	3,250	2	2	26	26
N.	14	Open Team Work Area @ 100 SF	1,400	2	4	28	56
Sub Total – Personnel & Standard Support Areas			81,851			926	1,648
Circulation space (35%) for items A through N			28,648				
<i>Special Use Areas</i>							
O.	1	Main Reception Area (DHU)	150	1	0	1	0
P.	1	Service Counter/Waiting Area (separate hearing recpt room)	200	1	0	1	0
Q.	4	Interview Rooms (video conference hearing rooms) @125 SF	500	2	2	8	8
R.	6	Court/Hearing Rooms @ 150 SF	900	2	2	12	12
S.	2	Security Facilities (guard offices) @ 100 SF	200	1	0	2	0
T.	10	Mail Room @ 200 SF	2,000	1	2	10	20
U.	10	Records Storage @ 125 SF	1,250	1	0	10	0
V.	2	Conference Center @ 1,600 SF	3,200	4	6	8	12
W.	4	Training Center @ 1,500 SF	6,000	12	48	48	192
X.	1	Data/Computer Center	1,600	6	24	6	24

Quantity		Type of space & size needed	SF	Voice	Data	Total Voice	Total Data
Y.	1	IT Storage/Receiving/Workroom	1,400	2	12	2	12
Z.	2	HSPD Security Room @ 150 SF	300	2	4	4	8
AA.	6	Secondary Wiring Closet @ 75 SF	450	1	4	6	24
BB.	10	Phone / Voice Room @ 75 SF	750	1	2	10	20
CC.	4	Security (IDS) Systems Room @ 150 SF	600	1	2	4	8
Sub Total – Special Use Areas			19,500			132	340
Circulation space (30%) for items O through CC			5,850				
TOTAL SQUARE FEET:			135,849			1,058	1,988

**Department of Health
Division of Disability Determinations
Tallahassee Special Requirements**

(Administration, Program Operations, Program Services, Administrative Services, Information Technology/Services, Disability Hearings, Central Area I, Central Area II, and Central Area III)

Intrusion Detection System (IDS):

- Agency will purchase and install IDS
- IDS to cover interior office space and all points of entry

Security:

- Security system panels to be housed in a room (small) separate from computer and phone rooms
- Locks on specified doors
- Locks to be keyed the same on specified doors
- Electronic security keypads/card readers on specified doors

Perimeter Office Security:

- Space in a multi-tenant building should be self-contained to the highest extent possible.
- Perimeter doors constructed of solid wood core or metal sheathed
- Non-rising hinge pins on perimeter doors
- Peepholes/windows (side lights, wire mesh inserts for security) in perimeter doors where visibility is restricted
- Windows constructed with adequate locks if they are not non-opening windows
- Wire mesh, reflective film, bars, or shatter proof glass on windows determined to require extra security
- Skylights and roof hatches properly secured
- If a multi-tenant building, perimeter walls have slab-to-slab construction or office is self-contained
- Nighttime security lighting, especially at entrances
- Landscaping next to building kept trimmed back to discourage unauthorized entry
- Utility boxes locked to prevent tampering

Internal Office Security:

- Bullet-resistant window at hearings receptionist office
 - Glass window with pass-through; 48" high x 36: wide
 - 48"x10" work surface on each side of window
- Mail room, storage room, wiring closet, telephone closet, IT work room, HSPD room, and security closet (all restricted areas) secured with locking doors
- Separate waiting room for claimants attending hearings.
- Locking solid core door with window for Hearings/Interview rooms with access to hearings lobby/waiting area.
- Viewing window in hallway wall of Hearings/Interview rooms.
- Door(s) with window and secured by interior IDS entering into DDD secured space from the Hearings/Interview rooms
- Claimant door(s) secured by exterior IDS entering into hearings room.
- Hearings room layout to be a split-office design; wall separating claimant from hearings officers, class 1 bullet resistant glass measuring 3ftX5ft 34 inches from the ground and a pass thru. 30" counter space on both sides-counter height should be 30 inches. Claimant side should have a viewing glass measuring 3ftX4ft centered on the wall and located 40 inches from the ground. Each hearing room should be sound proofed using sound deafening grade insulation and acoustical tiles.
- Hard office for **two (2)** on-site security guards
- Hearings and video conference rooms require sound proofing.

Doors:

- Solid core exterior doors
- Windows (wire mesh inserts for security) in specified doors

Telephone/VOIP Room:

- Slab-to-slab construction or chain link fencing, heavy wire mesh, or motion sensor devices in the space between the false ceiling and the true ceiling of the facility.
- Dedicated HVAC system with thermostat control located inside server room
- 4' x 8' x 3/4" painted plywood
- 2" conduit for cabling
- Two (2) 20 amp/110V electrical circuits
- Four (4) quadraplex isolated ground dedicated outlets

HSPD Security Room:

- Slab-to-slab construction or chain link fencing, heavy wire mesh, or motion sensor devices in the space between the false ceiling and the true ceiling of the facility.
- Door requirements: one (1) opening to public lobby and one (1) opening into DDD secured space. Viewing windows in each door.
- Two (2) 20 amp/110V electrical circuits
- Four (4) quadraplex isolated ground dedicated outlets

Computer/LAN Room:

- Slab-to-slab construction or chain link fencing, heavy wire mesh, or motion-sensor devices in the space between the false ceiling and the true ceiling of the facility
- Door to be solid wood core
- Door secured by IDS and a lock that is keyed separately from all other locks
- Hinges on computer room door to face inward (not visible when the door is closed) or have non-rising hinge pins
- Environmental controls that address water and temperature
- Dedicated HVAC system with thermostat control located inside server room
- 4' x 8' x 3/4" painted plywood
- 2" conduit for cabling
- Six (6) 20 amp/110V electrical circuits
- Ten (10) quadraplex isolated ground dedicated outlets

Wiring Closet(s):

- Number of wiring closets needed is dependent upon the selected building layout, as the length of cabling runs is limited to a maximum of 600 feet
- Slab-to-slab construction or chain link fencing, heavy wire mesh, or motion sensor devices in the space between the false ceiling and the true ceiling of the facility.
- Dedicated HVAC system with thermostat control located inside server room
- 4' x 8' x 3/4" painted plywood
- 2" conduit for cabling
- Two (2) 20 amp/110V electrical circuits
- Four (4) quadraplex isolated ground dedicated outlets

On-Site Generator(s):

- Four (4) generators and UPSs (Uninterrupted Power Source) currently support Tallahassee DDD offices
- Outside space required to house each diesel generator (500KW standby, 277/480V, 3-phase, 60HZ).
- DDD to work with building owner / landlord on generator and UPS relocations. Work & DDD costs include, but are not limited to; architectural / engineering / landscaping design; city & county code review & approval; building permit & impact fees; removal & disposal of fuel; generator pad; required fencing, gates, landscape, & irrigation if applicable; materials, labor, start-up & load testing; electrical materials & labor for installation & connectivity to new office space, including but not limited to transfer switch[s], circuit breaker[s], NEMA 3R box[s].

Satellite Dish(s):

- Roof mounted satellite dish(s) to be mounted on new location
- Relocation, wiring, installation expense handled by SSA/DDD

Fire Alarm System:

- Addressable fire alarm control panel and intelligent field devices for a functional fire alarm system in new/additional SF

ADA (mandatory):

- ADA door opener/mushroom button required at main entrance door, both exterior and interior
- ADA door opener/mushroom button required at interior secured doors, both exterior and interior
- Restrooms

Signage:

- Signage at main entrance (if applicable)
- Signage on exterior of building
- Program signage on the interior

Distribution Center (Mail):

- Provide open-ended mail sorting bins 8" H x 10" W x 12" D with work counter 30" off the floor in front of bins. Location of sorting bins and counters designated by agency. Minimum of 760 bins.
 - Administration 24
 - DHU 36
 - QA 36
 - F & A 12
 - Clerical Support 66
 - CAI 240
 - CAII 300
 - CAIII 46
- Provide standing height counter top work area with cabinetry for storage.
- Provide double doors to allow for each pickup and delivery.

Modular Furniture:

- Agency will purchase and install modular furniture
- Pre-wired panels UL listed and CSA certified
- Four-circuit, eight wire system
- Licensed electrician (provided by owner) responsible for electrical connections
- Power harnesses provide by modular vendor.
- Licensed electrical/cabling vendor (provided by owner) responsible for voice and data connections.
- All modular workstations are expected to be fitted with work surfaces that raise and lower electrically. This may require additional electrical circuits, in-feed cables, connections and/or power poles.
- Electrical modular workstations cannot exceed one (1) power pole per four (4) 6x6 and/or 8x8 workstations, and not more than (1) power pole per two (2) 10x0 workstations, unless otherwise directed.

Floor Covering (or must meet current DMS standards):

- Minimum 68 oz. weight, 26 face weight
- Minimum 6 or 6-6 branded nylon loop commercial grade
- Minimum ceramic class 5 tile or non-slip vinyl sheet flooring
- Provide samples to DDD management for review and selection.

Window Covering:

- Blinds or shades and energy saving film or tint

Lighting:

- Use of low emission bulbs throughout entire space (example: Sylvania FO32/735/ECO - 32W - T8 - Medium BiPin – 3500K) and diffuser covers.

Parking:

- Minimum five (5) dedicated spaces per 1,000 square feet (135,849 SF = 675 (parking spaces). SAW reflects DDD growth to reach 734 employees.
- Minimum of 14 handicapped spaces required (per ADA National Network 501 – 1,000 parking spaces requires 2% of total; i.e 675 X 2% = 14 handicapped spaces)

Rest Rooms (secured space):

- Provide and comply with building/permitting guidelines regarding number of Women’s restrooms related to SF and staffing.
- Provide and comply with building/permitting guidelines regarding number of Men’s restrooms related to SF and staffing.
- Provide and comply with building/permitting guidelines regarding number of ADA restrooms related to SF and staffing.
- All to include sink soap dispensers, paper towel holders, seat cover holders in ladies restrooms (seat covers to be provided by owner’s janitorial service)

Rest Rooms (public space):

- Public restroom outside DDD secured space; 1 Unisex single if space not available for 1 Men’s single and 1 ladies single
- Public restroom(s) must be ADA compliant.
- All to include sink soap dispensers, paper towel holders, seat cover holders in ladies restrooms (seat covers to be provided by owner’s janitorial service)

Refrigerated Drinking Fountains:

- Provide and comply with building/permitting guidelines regarding number of drinking fountains related to SF and staffing.
- Location: in close proximity to public restrooms

Janitorial Services:

- Must be provided during daytime working hours (7:30 – 5:30), Monday through Friday.

Employee Smoking Area:

- Provide designated smoking area, to include bench(s) and smoking urn(s).
- Area to be maintained by landlord.

Security Clearance/Background Investigations Screening for DDD Vendors:

- All contractors and subcontractors associated with equipment installation, building, and equipment repair or maintenance are to be appropriately background screened before being admitted into a DDD leased facility. This includes vendors providing the office’s day-to-day activities such as cleaning crews, general maintenance staff, and building maintenance and emergency repair contractors.
- **DDD background screening will include, but is not limited to, a criminal felony/misdemeanor search, Social Security Trace search, nationwide background search, and employment search if applicable for all addresses that result from a social security number trace within the past seven (7) years.**
- If the vendor does not have appropriate credentials (i.e., documentation to include vendor’s name, date of birth, and social security number) or is simply delivering equipment, moving furniture, etc. they will be accompanied by a DDD employee for the duration of the visit.
- All visitors and vendors must sign the daily activity/visitor’s log.

SSA INTELLIGENT WORKSTATION/LOCAL AREA NETWORK (IWS/LAN) REQUIREMENTS FOR SITE PREPARATION IN DDS OFFICES

PART 1 – GENERAL

1.1 BACKGROUND

The Social Security Administration maintains a network of computer systems equipment in its offices Nationwide to process information in managing the Federal program for which it has primary responsibility. This document provides general guidelines for preparing sites, electrically, to house DDS offices and the computer systems they require, and it sets out minimum power and data distribution requirements for the installation of SSA systems.

The Agency has an electrical design program in place to provide detailed drawings and specifications for the construction of individual sites. This document is intended for use by interested parties to plan ahead for the requirements of the detailed designs when they are received. In the event that the detailed construction documents are not available in time for incorporation into the construction process, this document will provide necessary guidance for design and construction.

1.2 SYSTEM CONFIGURATION

Each office must contain a securable space to house the central network control equipment. In the DDS this is a locked Data Communications Room (DCR). The DCR contains one or more equipment racks with the servers, routers, switches, and other miscellaneous equipment needed to manage the network. This room also houses the voice communications equipment and connections to the SSA wide area network.

SSA has recently converted its network data communications protocol from IBM's Token Ring specification to the open ethernet 100BaseT specification. In large or multi-story Field Offices where two or more telecommunications closets are necessary, the switches are installed in the closets, and fiber optic cable is use to interconnect the closets with the DCR.

Workstations, printers, facsimile machines, scanners, and miscellaneous other computer systems equipment comprise the remainder of the network equipment used in SSA offices. This equipment is employed at individual employees' furniture workstations and various other locations around the office.

1.3 DATA DISTRIBUTION REQUIREMENTS

Data distribution requirements are determined by the Federal Telecommunications Recommendations (FTR) as set forth by the National Communications System (NCR). Note that FTR 1090-1997, Commercial Building Telecommunications Cabling Standard, incorporates TIA/EIA 568, Revision B, 2003 in its entirety.

The contractor shall be responsible for providing a Category 6 compliant data channel from the patch panel in the DCR to the furniture or wall faceplate. All connections outside of these points (patch cables, PC adapter cables, etc.) are the responsibility of others. Category 6 compliance shall be determined by testing and the results compared to the TIA/EIA 568 standard and requirements set forth in this document.

1.4 POWER DISTRIBUTION REQUIREMENTS

All power distribution shall be installed in compliance with the latest version of the National Electric Code as publish by the NFPA, and this document. All power for the DCR and the computer system workstations shall be provided from an IG-type distribution panel located in the DCR.

1.5 MECHANICAL REQUIREMENTS

The DCR shall be provided with mechanical equipment to maintain a temperature between 68 degrees and 78 degrees Fahrenheit. The HVAC system must be capable of maintaining ± 2 degrees F. of the thermostat setting. This condition must be maintained 24 hours a day, 7 days a week. HVAC shall be thermostatically controlled within the room and be independent of the "house" system. The equipment located in the DCR will be operational 24 hours a day, 7 days a week. Window-unit type air conditioners are not acceptable.

1.6 ABBREVIATIONS AND DEFINITION OF TERMS

DCR – Data Communications Room

EIA – Electronics Industry Association

FIPS PUB 94 - Federal Information Processing Standard, Publication 94

IG – Isolated Ground

NFPA – National Fire Protection Association

NEC – National Electric Code

STP-- Shielded, twisted pair cable generally meaning IBM Type 1 or Type 1A

TIA -- Telecommunications Industry Association

UTP -- Unshielded twisted pair cable

Branch Circuit- A branch circuit is an electrical circuit between a breaker in the panel board and receptacles or devices on the floor.

Feeder- A feeder is an electric circuit between the service equipment, such as a distribution board or a switch board, and a panel board.

Isolated Ground- In a branch circuit it is a separate, insulated grounding wire that runs from an isolated grounding-type receptacle (usually orange in color) to the panel box. It is connected to a special insulated separate ground strip or bus which is in turn connected by an insulated wire to the main building service ground, avoiding any contact with the conduit, electrical boxes, and neutral bus. This grounding conductor may pass through one or more panel boxes without any connection to the panel box grounding terminal. An IG should not run to an isolated earth ground or a water pipe.

Main Building Service Ground- The point at the electrical service entrance where the neutral of the incoming service or neutral of the service transformer is bonded to the service equipment ground.

Power, General Purpose- General Purpose circuits provide power for all tenet-use equipment not fed from IG circuits. These circuits shall not originate from any IG panels.

Provide- The contractor shall furnish and install.

The IG circuit will have one phase wire, one neutral wire, and one IG wire. Any general purpose circuits will have one phase wires, one neutral wire, and one safety ground wire.

1.7 REFERENCES

Conformance to the following is required under this specification.

A. FCC Regulations:

1. Part 15- Radio Frequency Devices& Radiation Limits
2. Part 68- Connection of Terminal Equipment to the Telephone Network

B. FIPS PUB 94 - Federal Information Processing Standard 94, See FTR

- C. FTR 1090-1997 - The National Communication System is now responsible for issuing and maintaining information relating to the Federal Government's communications standards. FIPS PUBs have been superceded by a system of Federal Telecommunications Recommendations. Specifically, FTR 1090-1997, Commercial Building Telecommunications Cabling Standard, outlines requirements for the installation of structured cabling systems in Federal buildings.
- D. NEC - The National Electric Code (NEC) is published by the National Fire Protection Association (NFPA) and is part of most building codes. Compliance with the latest edition of this code is mandatory for electrical installation to safeguard persons and property from hazards arising from the use of electricity. Some local building codes may also have additional requirements.
- E. National, State, Local and any other binding building and fire codes.
- F. TIA/EIA 568 – Commercial Building Telecommunications Cabling Standard, Revision B, February 2003.
- G. TIA/EIA 569 - Commercial Building Standard for Telecommunications Pathways and Spaces.
- H. TIA/EIA 606 - Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
- I. Underwriter's Laboratories (UL): Applicable listing and ratings.

PART 2 – PRODUCTS

2.1 POWER

A. General

1. Provide products, for which quantities of two or more are to be furnished, from the same manufacturer and of the same product or model series.
2. Provide product components designed to be used together and which are physically and electrically compatible. Where component products are added to existing assemblies, provide products that electrically match existing (e.g., provide circuit breakers added to existing panelboards with voltage, AIC rating, and mounting style to match existing).
3. Provide products that do not contain any amounts of polychlorinated biphenyl (PCB) compounds.
4. Provide products that do not contain any amounts of asbestos.

B. Isolated Ground Panelboard

Provide isolated ground panelboard (to be identified as RP-G) with the following features:

1. 208Y/120 volt, 3-phase, 4-wire with fully rated neutral bus and separate copper ground and isolated ground buses.
2. Minimum short-circuit rating of 10,000 RMS amperes.
3. Main circuit breaker, minimum ampacity equal to 125 percent of the total connected load as called for in this package and shown on the approved floor plans plus 25 percent space capacity based on equipment loads as listed in the table below.

4. Bolt-on type, 20 ampere, molded-case branch circuit breakers. Provide 20 percent spare breakers.
5. Typed circuit directory card matching the installed circuit layout.

C. Isolated Ground Panelboard Surge Suppressors

1. Provide surge suppressors modular design with field-replaceable modules and the following features and accessories:
 - a. Fuses, rated at 200-kA interrupting capacity.
 - b. Fabrication using bolted compression lugs for internal wiring.
 - c. Single suppression circuits.
 - d. Replaceable modules.
 - e. Direct bus bar connections, bolted to phase buses, neutral bus, and ground bus.
 - f. Individually fused MOV technology with single MOV for each suppression module. Fuse each phase of the surge current diversion module with 200k AIC surge rated fuses.
 - g. Surge current diversion paths between each phase conductor and the neutral conductor, between each phase conductor and the ground and between the neutral conductor and ground. For delta configured systems, connect the SPD components between each phase conductor and between each phase conductor and ground.
 - h. Copper bus bars for the surge current path. Do not use small gauge round wire or plug-in connections in the path for surge current diversion.
 - i. Red and green LED indicator lights for power and protection status.
 - j. Audible alarm, with silencing switch, to indicate when protection has failed.
 - k. One set of dry contacts rated at 5 Amps and 250-V AC, for remote monitoring of protection status.
 - l. Surge-event operations counter.

2. Peak Single-Impulse Surge Current Rating (kA): 200 per phase, 100 per mode. Designed to withstand a maximum continuous operating voltage (MCOV) of not less than 115% of nominal RMS voltage.

3. Minimum EMI/RFI filtering of minus 50 dB at 100kHz.

4. Minimum 3,500 Impulses of repetitive surge current capacities per mode utilizing 1.2 x 50 micro-second 20 KV open circuit voltage, 8 x 20 micro-second 10 KA short circuit current Category C3 bi-wave at one minute intervals without suffering performance degradation or more than 10% deviation of clamping voltage at a the rated surge current capacity.

5. Protection modes for grounded wye circuits with voltages of 480Y/277, 208Y/120; 3-phase, 4-wire circuits, shall be as follows:

a. UL 1449 Second Edition Listed and Recognized Component Suppression Voltage Ratings shall not exceed the following:

Voltage	L-N	L-G	N-G
208Y/120	400	400	400
480Y/277	800	800	800

b. The ANSI/IEEE C62.41 – 1991 Category B3 let through voltage shall not exceed the following:

Voltage	L-N	L-G	N-G
208Y/120	520	520	520
480Y/277	1300	1300	1300

6. Protection modes and UL 1449 clamping voltage for 240/120 V, single-phase, 3-wire circuits, shall be as follows:

- a. Line to Neutral: 500 V.
- b. Line to Ground: 500 V.
- c. Neutral to Ground: 500 V.

7. Protection modes and UL 1449 clamping voltage for 240/120 V, 3-phase, 4-wire circuits, with high leg shall be as follows:

- a. Line to Neutral: 500 V, 800 V from high leg.
- b. Line to Ground: 500 V, 800 V from high leg.
- c. Neutral to Ground: 500 V.

8. Protection modes and UL 1449 clamping voltage for 240V and 480V, 3-phase, 3-wire, delta circuits shall be as follows:

	480V	240V
Line to Ground:	1200	800

9. Minimum EMI-RFI Noise Rejection over the rated frequency range for single unit (multiple unit) installation(s):

- a. 34 dB (51dB) 100 KHz
- b. 51 dB (94dB) 1 MHz
- c. 54 dB (114dB) 10 MHz
- d. 48 dB (120dB) 100 MHz

10. Integral test port for off-line diagnostic testing of the unit's suppression filter system.

D. General-Purpose Panelboard

Provide general-purpose panelboard (to be identified as RP-A) with the following features:

- 1. 208Y/120 volt, 3-phase, 4-wire with fully rated neutral bus and separate copper ground bus.
- 2. Minimum short-circuit rating of 10,000 RMS amperes.
- 3. Main circuit breaker, minimum ampacity equal to the total load as called for in this package and shown on the approved floor plans, plus 25 percent spare capacity, sized per NEC requirements.
- 4. Not Used.
- 5. Bolt on type, 20 ampere, molded-case branch circuit breakers. Provide 25 percent spare breakers.
- 6. Typed circuit directory card matching the installed circuit layout.

E. Provide isolated ground (IG) duplex receptacles, orange colored, NEMA 5-20R, Hubbell IG 5362, Arrow Hart IG 5362, or equal.

F. Provide general-purpose duplex receptacles, ivory colored, NEMA 5-20R, Hubbell, Arrow Hart, or equal.

G. Provide building wire, THHN/THWN insulation, solid or stranded copper wire for No. 10 AWG and smaller; stranded copper wire for sizes No. 8 AWG and larger. Provide minimum size of No. 12 AWG.

H. Metal Clad Cable, 4 wire is permitted for IG circuits and 3 wire is permitted for

general purpose.

- I. Provide compression type or set screw type fittings for all conduit unions.
- J. Type MC cable is allowed only if the cable contains **ALL** the conductors mentioned above including both the equipment grounding (EG) and isolated grounding (IG) conductors. **SSA DOES NOT CONSIDER ANY CONDUIT OR SHEATH A SUITABLE ISOLATED OR EQUIPMENT GROUNDING PATH.**

2.2 DATA

A. General

- 1. Provide a continuous single cable, homogeneous in nature for every cable run. Splices are not permitted.

B. Manufacturers

- 1. AMP, Belden, Berk-Tek, Fibertron, JDI, Leveton, Lucent Technology, Mohawk, Nordx/CDT, Ortronics, Panduit, Suttle, The Siemon Company.

C. Distribution Racks

Modular steel units designed for telecommunications terminal support and coordinated with dimensions of units to be supported.

- 1. Wall-Mounting: Aluminum, hinged wall bracket with provisions for power strip mounting.
- 2. Floor-Mounting: Steel, freestanding, modular, with vertical and horizontal cable management channels, top and bottom cable troughs, and grounding lug.

D. Cable

- 1. Provide Intrabuilding backbone fiber optic cable meeting the following requirements:
 - a. Provide 6-strand or 12-strand multimode plenum cable as required by the project.
 - b. Provide cable suitable for indoor installations, in a plenum environment.
 - c. The fiber optic cable shall have the following rated tensile load: 150-lb. maximum rated load.
 - d. Color code fiber strands within each sheath to allow identification of each fiber (ANSI/ICEA Publication S-80-576, and EIA-230).
 - e. Do not use materials in fiber optic cable that contain hydrogen in quantities that will increase light attenuation.
 - f. Passive fiber optic physical equipment and apparatus used in interconnecting and cross-connecting fiber optic cables shall possess a minimum fire resistant rating of UL94V-1.
 - g. Provide flame-retardant, low-smoke polyvinyl chloride (LS-PVC) jacketed cable sheath colored orange, NEC OFNP rated, and UL listed AS UL-OFNP/FT6.
 - h. Provide multimode fibers with a minimum bandwidth of 500/500 MHz/km at the 850 and 1300 nm wavelengths.
 - i. Provide multimode fibers with a maximum attenuation of 3.5/1.0 dB/km at the 850 and 1300 nm wavelengths.

- j. Comply with TIA/EIA-568, Latest Revision performance requirements.
2. Provide horizontal Category 6 unshielded twisted pair (UTP) cable meeting the following requirements:
- a. Provide cable suitable for indoor installation.
 - b. Provide cable with 4 twisted pairs of insulated copper conductors per cable, 24 AWG solid copper, fully insulated with retardant low-smoke thermoplastic material, plenum NEC CMP rated, and UL listed as such.
 - c. Color code twisted pairs individually, within color coded bundles, to industry standards (ANSI/ICEA Publication S-80-576, and EIA-230).
 - d. Comply with TIA/EIA-568-B performance requirements for Category 6 UTP cabling
 - e. Not used

E. Patch Panels

1. Backbone Cabling Multimode Fiber Optic Patch Panels

- a. Provide fully assembled rack mounted enclosed housing for protecting, storing and organizing the termination of the fiber optic cable including mounting components, and accessories such as connector panels, labels, etc. for a complete installation. Provide patch panel with an integrated patching facility.
- b. Provide panel with the following characteristics:
 - Strain relief and support of the specified cables.
 - Slack storage facilities for fiber slack.
 - A minimum of twenty-four fiber terminations.
 - Patch cord management.

2. Horizontal Cabling Patch Panel (DCR) Rooms)

- a. One-piece steel construction, modular or punch-down type, suitable for rack mounting, with factory-applied black baked enamel finish, with devices, junction fittings and other matching accessories as required for a complete Category 6 system and per UL 5.
- b. Minimum of 24 with 20% spare

F. Connectors

1. Backbone cabling multimode fiber optic connectors shall be type MTRJ or LC.

2. Category 6 Modular Connectors

- a. 8 position modular connector, Category 6 rated, T568-A wired.

G. Cable Management and Support

1. Wire Mesh Cable Tray

- a. Provide welded steel wire mesh cable tray with a 50-mm (2-inch) by 100-mm (4-inch) mesh size and a minimum wire diameter of 0.197-inches.

- b. Provide cable tray dimensions of 50-mm (2-inches) usable load depth by 300-mm (12-inches) wide.
- c. Construct units with rounded edges and smooth surfaces, hot-dipped galvanized after fabrication.
- d. Provide connector assemblies, clamp assemblies, connector plates, etc as needed for a complete installation.

2. J-Hook Cable Support System

- a. Provide J-hooks rated to support Category 6 cable and optical fiber cable, mounted 1500-mm (5-feet) on-center for support of horizontal cabling. Do not exceed 40 percent fill ratio.
- b. Provide J-hooks with galvanized steel construction and 90 degree rolled safety edges.
- c. Provide latched retainers to contain cables within the hook area.
- d. Provide J-hooks with a static load capacity of 30 pounds per hook and fastener hole that accepts 6-mm (1/4-inch) bolts.

H. Innerduct and Accessories

- 1. Suitable for installation in plenum areas, with a 40-mm (1-1/2-inch) nominal inner diameter.
- 2. Provide corrugated innerduct with a polyethylene pull rope (minimum pull tension rating of 1,200 lb) pre-installed for the installation of cable.
- 3. Provide each innerduct continuous and uniquely colored for identification.

I. Labels

1. Backbone Cables

- a. Provide self-laminating adhesive labels, machine printable with a laser printer suitable for cable diameters installed.
- b. Printable Area: 50-mm (2-inches) by 12-mm (1/2-inch).
- c. Color: White

2. Horizontal Cables

- a. Provide self-laminating adhesive labels, machine printable with a laser printer suitable for cable diameters installed.
- b. Printable Area: 50-mm (2-inch) by 12-mm (1/2-inch).
- c. Color: White

3. Faceplates

- a. Provide faceplate labels for all outlet faceplates, machine printable with a laser printer.
- b. Color: White

4. Outlets and Patch Panel

a. Provide labels for data cable termination locations, machine printable with a laser printer.

b. Color: White

J. Miscellaneous Components

1. Velcro Cable Ties

a. Provide Velcro cable ties applied, 18-mm (¾-inch) with a minimum 50-mm (2-inch) overlap.

PART 3 – EXECUTION

3.1 Electric Power Installation- General

A. Install electrical equipment and accessories in accordance with the National Electrical Code and all local codes and ordinances.

B. Install branch circuiting in electrical metallic tubing (EMT), minimum size 3/4". Install no more than three homeruns per conduit.

C. Install wiring for power feeders, branch circuits and communications systems in separate raceways unless otherwise indicated. Do not install isolated ground and non-isolated ground circuits in the same conduit.

D. For non-isolated ground circuits provide one equipment ground wire per conduit run.

E. For isolated ground circuits provide one neutral and one isolated ground wire for each circuit. In addition, provide one equipment ground wire per conduit run.

F. Metal-clad cable, Type MC, may be installed recessed in walls if all neutral wires, isolated ground wires and equipment ground wires as listed above are contained in the cable.

G. Provide color coding on 208Y/120 volt feeders and branch circuits as follows:

- Phase A - black
- Phase B - red
- Phase C - blue
- Neutral - white (with a red color trace)
- Ground - green
- Isolated Ground - Green with yellow bands or stripes. Solid green wire with yellow tape at splice/termination points is not acceptable.

H. Provide color coding on 480Y/277 volt feeders and branch circuits as follows:

- Phase A - brown
- Phase B - orange
- Phase C - yellow
- Neutral - white
- Ground - green

I. NECA Compliance

1. Install products in accordance with NECA's Standard of Installation unless otherwise specified or indicated.

J. Wet, Damp, or Dry Location Work

1. Provide products as appropriate for wet, damp, or dry locations as defined by NFPA 70.

K. Manufacturer Installation Instructions

1. Install equipment in accordance with the manufacturer's installation instructions and recommendations.

L. Fire and Smoke Barrier Penetrations

1. Drill wall and floor openings for penetrations as needed.

2. Install raceways and electrical equipment, which penetrate fire-rated or smoke barrier surfaces, in a manner which maintains the surface rating or barrier intent.

M. Field Painting

1. In a manner satisfactory to the Contracting Officer, touch-up or refinish factory-applied paints or finishes which are chipped, defaced, scratched, or in any other way disturbed due to handling, installation, or general construction work.

3.2 Isolated Ground Power

A. Install RP-G in the DCR room. Do not locate the panelboard in the zone identified for the LAN rack. Do not locate other non-IG panelboards in the DCR Room.

B. Provide a power feeder to the panel, consisting of three phase conductors, one full-size neutral, one equipment ground (minimum No. 6 AWG) and one isolated ground conductor (minimum No. 6 AWG).

C. The isolated ground conductor feeding RP-G must originate from either the building service ground or the neutral/ground bond of the local 208Y/120 volt transformer feeding RP-G and it must be run inside the feeder conduit. Provide one continuous isolated ground conductor from point of origin to RP-G.

D. Provide isolated ground branch circuiting to isolated ground (IG) duplex receptacles in IWS/LAN systems furniture workstations. Connect a maximum of four workstations per 20-amp circuit. Provide an isolated ground (IG) duplex receptacle and isolated ground branch circuiting for each IWS/LAN workstation not associated with systems furniture. The approved floor plan will show the location and number of workstations.

E. Provide an IG duplex receptacle and isolated ground branch circuiting for each IWS/LAN printer (LP or DP) . The approved floor plan will show the location and quantities.

F. Provide two IG duplex receptacles, and isolated ground branch circuiting for each LAN rack shown on the approved floor plan. Connect both receptacles to the same phase but on separate dedicated circuits.

G. All the receptacles for the computer equipment shall be isolated ground (IG) type and shall meet requirements of NEC 250-74 Exception No. 4.

H. Adhere to the following for maximum number of isolated ground receptacles per circuit and connection criteria. Maximum load per circuit is 16 amps.

EQUIPMENT	LOAD (Amps)	MAXIMUM PER CIRCUIT	ALLOWABLE CONNECTION CRITERIA

Workstation	2.0	4	Only with other workstations
Laser Printer	7.8	2	Only with other printers Dedicated Circuit
LAN Rack	12.0	1.0	Two dedicated circuits

- I. Label each isolated ground receptacle with the panel designation and circuit breaker number it is connected to (e.g. "G-14"). Place typed, self-adhesive label on receptacle faceplate. Handwritten labels are not acceptable. Identify each breaker at the panel and the devices it serves on the circuit directory.

3.3 General Purpose Power

- A. Install panel(s) within DDS controlled space preferably in the electrical closet serving the floor(s) DDS occupies.
- B. Provide additional standard electrical circuits and install receptacles as shown on the approved floor plan.
- C. Other building general purpose receptacles, mechanical loads and lighting may be connected to RP-A

3.4 Data Installation

A. General

1. Install work in a neat, high quality manner and conform to applicable federal, state and local codes.
2. Repair or replace work completed by others that is defaced or destroyed.
3. Install cables in a manner to protect the cable from physical interference or damage.
4. Do not exceed manufacturer's minimum allowance for bend radius of the cable.
5. Do not exceed manufacturer's maximum allowance for pulling tension on cable.
6. Ground all racks and other such components to the EG bus with a minimum #6AWG wire.

B. Installation

1. Backbone Innerduct Pathway

- a. Install cables without kinks, twists, or impact damage to the sheath
- b. Install cables continuous and with sheath continuity
- c. Do not use oil, grease, or similar substances to facilitate the pulling of cable. Use a UL approved cable pulling compound.
- d. When not in innerduct, properly route cable and fasten to a cable support device, such as cable runway vertically mounted on the wall.
- e. Install cables in innerduct on the vertical cable ladder when rising through the DCR room. Provide cable ties 600-mm (24-inches) on-center to support the innerduct.

- f. Route cable through destination DCR room on cable tray to the fiber optic patch panel. Route cables inside the cable tray wherever possible, unless otherwise approved by the Engineer or Contracting Officer in writing prior to installation.
- g. Provide strain relief at the patch panels for cables, per the manufacturer's instructions.
- h. Provide fully assembled fiber optic patch panel in the cross-connect field, as indicated.
- i. Provide accessories required for each shelf, including connector panels and adapters.
- j. Terminate fiber strands at both ends with MTRJ connectors
- k. Replace fibers and terminations damaged during installation.
- l. Terminate multimode strands with multimode connectors.
- m. Provide the accessories and consumables required for the complete termination of fibers.

2. Backbone Fiber Optic Cable

- a. Install cables without kinks, twists, or impact damage to the sheath
 - b. Install cables continuous and with sheath continuity.
 - c. Do not use oil, grease, or similar substances to facilitate the pulling of cable. Use a UL approved cable pulling compound.
 - d. When not in innerduct, properly route cable and fasten to a cable support device, such as cable runway vertically mounted on the wall.
- Install cables in innerduct on the vertical cable ladder when rising through the DCR room. Provide cable ties 600-mm (24-inches) on-center to support the innerduct.
 - e. Route cable through destination DCR room on cable tray to the fiber optic patch panel. Route cables inside the cable tray wherever possible, unless otherwise approved by the Engineer or Contracting Officer in writing prior to installation.
 - f. Provide strain relief at the patch panels for cables, per the manufacturer's instructions.
 - g. Provide fully assembled fiber optic patch panel in the cross-connect field, as indicated.
 - h. Provide accessories required for each shelf, including connector panels and adapters.
 - i. Terminate fiber strands at both ends with MTRJ or LC connectors.
 - j. Replace fibers and terminations damaged during installation.
 - k. Terminate multimode strands with multimode connectors.
 - l. Provide the accessories and consumables required for the complete termination of fibers.

3. Horizontal Cable

- a. Support station cables exiting the DCR room 1500-mm (5-feet) on-center using J-hook cable hangers.

- b. Do not exceed 90 meters (300-feet) in length from the termination at the user's faceplate to the termination at the DCR room.
 - c. Enter LAN rack from the top.
 - d. Provide a minimum of 150-mm (six-inches) of slack sheathed cable behind each station outlet faceplate. Coil the slack cable inside the junction box or raceway as per the cabling manufacturer's installation standards.
 - e. Route cables in vertical cable tray in DCR room.
 - f. Route cables a minimum of 150-mm (6-inches) away from power sources to reduce interference from EMI.
 - g. Install cables with sufficient bending radius so as not to break or kink, shear or damage binders, or to interfere with transmission in any way.
 - h. Neatly dress and organize cables in the cable tray. Bundle cables sequentially into groups of 12. Wrap every 600-mm (24-inches) with Velcro cable ties as required. Do not tightly bundle cables together. Fasten cable to cable tray via Velcro-type straps.
- Route cable homeruns, parallel and perpendicular to building structure allowing for bending radius, and along corridors for ease of access. Do not route cables through an adjacent space if a corridor borders at least one wall of the room.
 - i. Route data cables from cable tray into the bottom of the LAN rack cabinet and terminate with specified jack into patch panel. Do not support cables to the outside of the cable tray.
 - j. Provide permanent machine generated labels on each end of the cable no more than 100-mm (4-inches) from the edge of the cable jacket.
 - k. Terminate cables with Category 6 modular connectors.
4. Patch Panels
- a. Install Category 6 patch panels into LAN rack as indicated.
 - b. Coordinate with SSA for mounting requirements and install according to the manufacturer's instructions.
 - c. Terminate data cable in accordance to manufacturer's instructions and TIA/EIA-568A standard installation practices.
5. Outlets and Connectors
- a. Provide station outlets with connectors.
 - b. Provide permanent machine generated clear laminated labels on the front of each faceplate or surface box.
6. Installation of Cable Tray
- a. Install cable tray as indicated; in accordance with recognized industry practices, to ensure that the cable tray equipment complies with requirements of NEC, and applicable portions of NFPA 70B and NECA's "Standards of Installation" pertaining to general electrical installation practices.
 - b. Coordinate installation with other work as necessary to properly interface with other work.

- c. Provide sufficient space around cable tray to permit access for installing and maintaining cables.

C. Records

1. Labeling

- a. Label the communication system components in conformance with TIA/EIA-606 Administration Standards, including, but are not limited to, the following:

Cables (both ends)

Innerduct (both ends).

- b. Permanently mark cable ends with machine-generated or stenciled (not handwritten) wrap-around labels with a self-laminating feature.
- c. Permanently mark components, such as racks and patch panels, with machine-generated labels.

2. Records

- a. Conform to TIA/EIA-606 Administration Standards containing as a minimum, the information as outlined in Table 4.7-1 of TIA/EIA-606.

D. Project Close-Out

1. Submit as-built drawings prior to final acceptance of system

- a. Scaled 1/2"=1'-0" floor plans of DCR rooms showing exact placement of LAN racks and termination hardware.
- b. Scaled 1/2"=1'-0" floor & overhead plans of DCR Rooms showing exact placement of all overhead cable support routes.
- c. Installation details.
- d. Provide data disks of each of the final as-built drawings prepared using AutoCAD software, fully representing actual installed conditions.

2. Test results. Contractor to be present for all testing.

- a. Provide one copy of written and electronic test result documentation.

3. Provide manuals for testing, operation and training including:

- a. Prints of record drawings as described above.
- b. Not used.
- c. Provide manuals in a white, 3-ring binder with front cover and spine clear pockets for insertion of the manual name and project information. Manual shall be indexed with individual dividers.

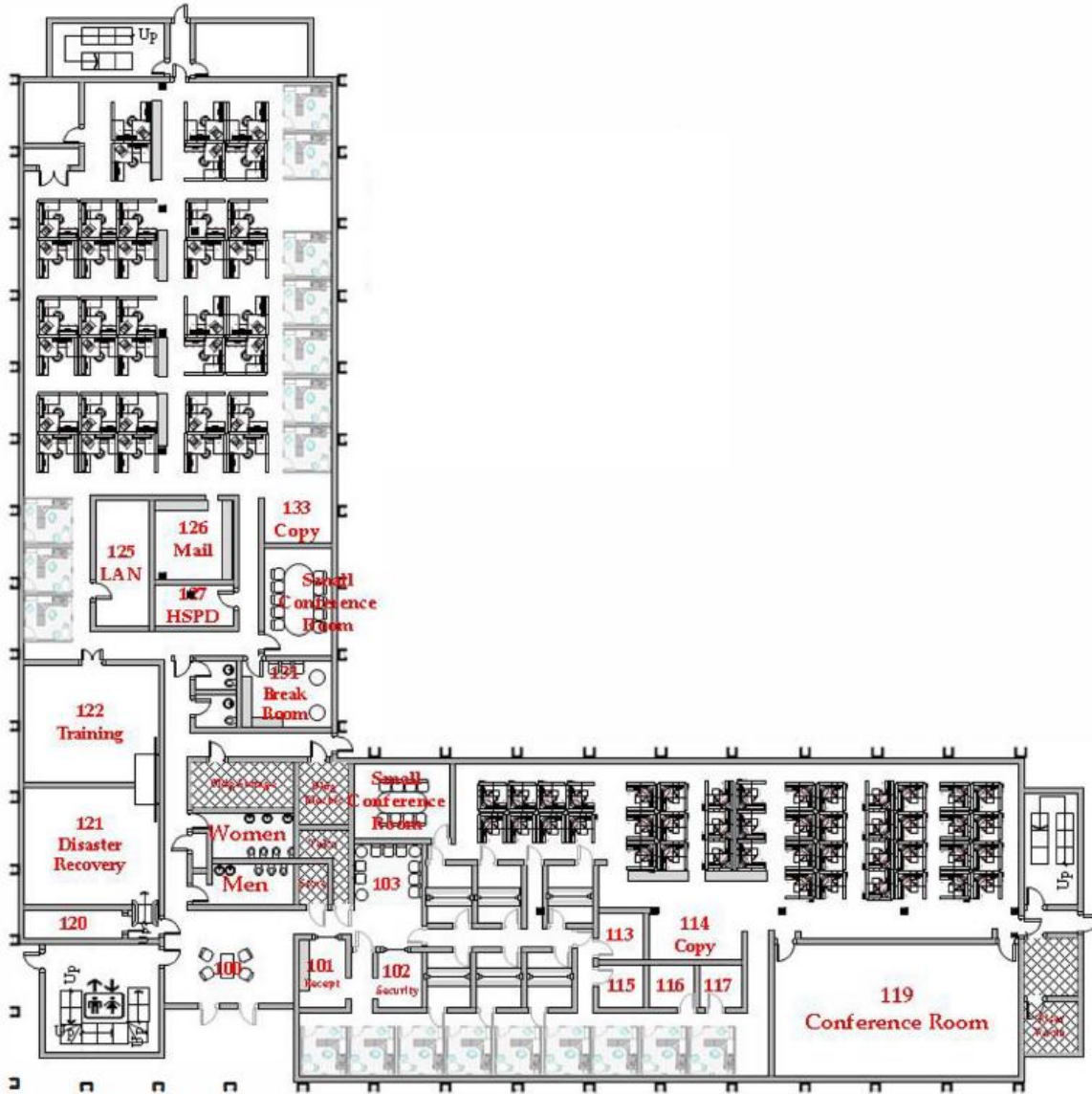
E. Certification

Provide the Contracting Officer and SSA Office Manager with a written form of acceptance for signature. All corrections must be completed before acceptance is given.

SAMPLE SPACE LAYOUT

The below is a sample space layout to be used as a reference for operation flow and adjacencies. The layout does not meet the exact space programming needs for this requirement. Please reference Page 18-19 for exact space programming needs.

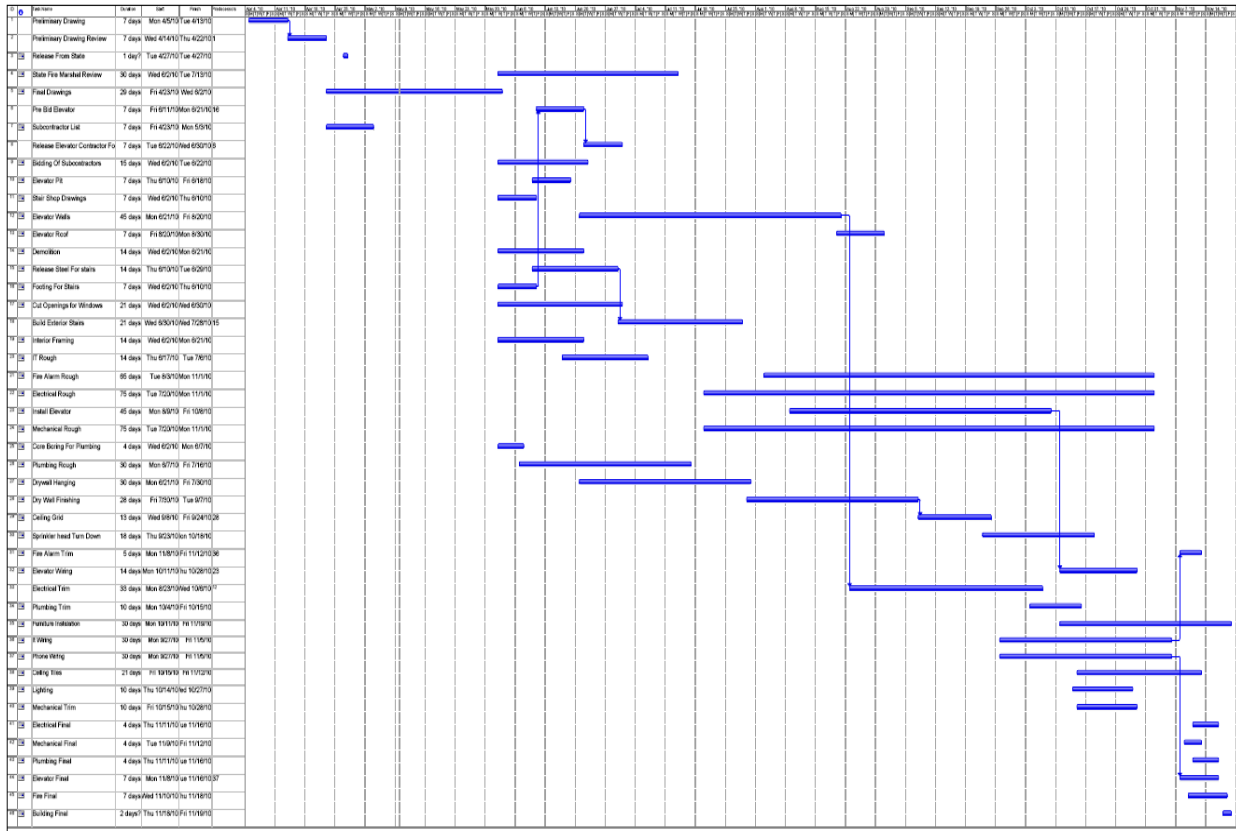
Sample 1st Floor



Sample 2nd Floor



ATTACHMENT B SAMPLE CONSTRUCTION PROJECT SCHEDULE



ATTACHMENT C



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

Lease Number: []

Lease Commencement: []

Preamble

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

Parties

Lessee: []

Agency Name

Address: [] [] [] []
Street City State Zip Code

Lessor: []

Lessor Name

Address: [] [] [] []
Street City State Zip Code

FEID: [] OR Social Security Number: []

1. Description

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

Description: []

Building: [] County: []

Building Name

Address: [] [] [] []
Street City State Zip Code

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

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

2. Term & Renewals

A. The Lease shall begin on: [] [] []
Month Day Year

and end at the close of business on [] [] []
Month Day Year

for a term of [] months.

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

Lessor Initial: []

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Lessee Initial: []

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Lease Number: _____

3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

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

Lessee: _____
Lessee Name

Address: _____
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

4. Rent

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

A. Base Term

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

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

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B. Option Term

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

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

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.

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

Day	From	To

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

7. Accessibility and Alterations

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

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

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

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

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

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

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

8. Applicable Laws

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

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

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- 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.

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13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

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

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

Lessor Initial: _____

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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: _____

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Lease Number: _____

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

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

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

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

Lessor Initial: _____

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Lessee Initial: _____

Rev. Date 8/15



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AIR QUALITY ADDENDUM**

ADDENDUM _____

LEASE NUMBER: _____

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

1. Indoor Air Ventilation & Minimum Moisture Standards:

Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2002. 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: Florida Department of Health

LESSOR:

Date

Date



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

ADDENDUM NUMBER: _____

LEASE NUMBER: _____

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

Should lessor fail to complete renovations within the time frame specified in the Invitation to Negotiate, liquidated damages in the amount of \$9,484.72 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

Lessor:

Lessee:

Lessor Signature

Lessee Signature



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

JANITORIAL SERVICES

ADDENDUM _____

LEASE NUMBER: _____

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

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

FLOORS	
DAILY:	<ul style="list-style-type: none"> • Carpeted Areas – Vacuum • Non-carpeted Areas – Damp mop and spray buff. • Remove gum and other materials. • Spot damp mop to remove stains or spots.
ANNUALLY:	<ul style="list-style-type: none"> • Machine clean all carpets throughout the facility. • Strip, reseal and wax all normally waxed floors.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	<ul style="list-style-type: none"> • Spot Clean • Clean light switch plates and surrounding wall areas. • Dust windowsills, ledges, fixtures, etc.
MONTHLY:	<ul style="list-style-type: none"> • Dust or vacuum HVAC registers.
ANNUALLY:	<ul style="list-style-type: none"> • Clean all light fixture diffuses. • Dust light bulbs.
WINDOWS AND GLASS	
WEEKLY:	<ul style="list-style-type: none"> • Spot clean entrances and vicinity glass both in and outside. • Spot clean directory and internal glass or windows.
ANNUALLY:	<ul style="list-style-type: none"> • Clean external windows.
WATER FOUNTAINS	
DAILY:	<ul style="list-style-type: none"> • Clean and sanitize. • Replenish cup supply, if applicable.
FURNISHINGS	
WEEKLY:	<ul style="list-style-type: none"> • Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. • Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. • Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	<ul style="list-style-type: none"> • Vacuum all drapes, venetian blinds, or curtains.

TRASH AND REFUSE	
DAILY:	<ul style="list-style-type: none"> • 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:	<ul style="list-style-type: none"> • Empty and clean all cigarette urns. • Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
WEEKLY:	<ul style="list-style-type: none"> • 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. • Vacuum door tracks. • Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	<ul style="list-style-type: none"> • Remove accumulated trash. • Spot sweep as required.
WEEKLY:	<ul style="list-style-type: none"> • Sweep. • Dust mop to remove stains. • Dust handrails, ledges, etc. • Spot clean walls and doors.
RESTROOMS	
DAILY:	<ul style="list-style-type: none"> • Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers. • Clean and polish mirrors. • Empty and sanitize trash and sanitary napkin receptacles. • Replenish supplies of tissue, towels, and soap. • Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	<ul style="list-style-type: none"> • 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:	<ul style="list-style-type: none"> • Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	<ul style="list-style-type: none"> • Sweep outside areas, to include sidewalks, porches, verandas and all adjacent areas to building entrances.
WEEKLY:	<ul style="list-style-type: none"> • Keep parking lot and surrounding grass areas free of trash.

MAINTENANCE SERVICES

1. Heating, Ventilation and Air Conditioning – responsible for all inspections, repairs, maintenance and supplies. Filters for HVAC shall be changed every 60 days at a minimum and more often as conditions warrant (fresh intake vents shall be cleaned or replaced bi-monthly). Lessor will immediately correct all problems with due diligence to prevent possible health problems related to the HVAC system and its operation.
2. Lessor to provide maintenance and repair services (includes supplies and labor) to all building related areas (includes equipment attached to the building) and owner equipment.
3. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every three years thereafter during the lease term and any renewals thereof. Touch up painting is to be done, as needed, upon request.
4. Services are to be performed during the Lessee's normal working hours, which are **7:30 a.m. to 5:30 p.m., Monday through Friday, excluding state holidays.**
5. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services, Lessor is to ensure that Janitorial and Maintenance Contractors are aware and adhere to the below requirements:

1. The use of minimum required lighting in the areas in which they are actually working. All other unnecessary lighting is turned off.
2. Air conditioning equipment is not to be turned on for the exclusive use of the contractors.
3. Contractors are the only authorized individuals in the premises.
4. Ensure all exterior doors and windows are locked during after hours cleaning and upon exiting the facility.
5. Do not disturb any papers lying on desks or cabinets.

LESSOR:

Lessor Signature

Date



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

PROPOSAL SUBMITTED BY LESSOR

ADDENDUM NUMBER: _____

LEASE NUMBER: _____

All proposals submitted by the Lessor for Lease number 640:0400 located at _____, are incorporated into this Lease Agreement. This lease shall incorporate, among other provisions, the contents of the solicitation document (ITN) and the successful Offeror's response to this solicitation.

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

Lessor:

Lessee:

Lessor Signature

Lessee Signature



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
 Employment Eligibility Verification

ADDENDUM _____

LEASE NUMBER: _____

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1.

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

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

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

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

FM 4054K1 (R01/12)



ATTACHMENT D
STATE OF FLORIDA
Disclosure Statement
 Department of Management Services Form 4114

Lease Number: _____

Purpose

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

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

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

2. Disclosure Requirements

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

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

a. Name	Government Agency (if applicable)	Extent of Interest (Percent)
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%
_____	_____	0.00%

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

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

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

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

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____

State Fire Marshal Plans Review Fees, Procedures and Requirements

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

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

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

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

DESIGN CRITERIA:

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

(<https://www.flrules.org/>)

PLANS REVIEW FEES:

The fee for plans review is determined by multiplying the estimated construction/ renovation cost of the building, by the constant 0.0025. The minimum fee is \$100.00. This does not include the cost of the land, site improvements, civil work or furniture & equipment. Example: \$1,000,000.00 Construction Cost x .0025 = 2,500.00 Fee

METHOD OF PAYMENT

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

WHAT TO SUBMIT

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

If Sending By Regular Mail

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

If Sending By Overnight Service

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

PLANS SUBMISSION:

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

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

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

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

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



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. Design Review (<100% Construction Documents)
b. 100% Construction Documents
c. Revision for SFM #: _____ (Complete items 1a and 7 only)
d. Shop Drawings for SFM #: _____ (Complete items 1a and 7 only)
e. 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): _____	



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: _____

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:

If Sending By Regular Mail	If Sending By Overnight Service
Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342	Division of State Fire Marshal Plans Review Section 325 John Knox Road, Atrium Building Tallahassee, Florida 32303

*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.

** 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.

If this is a state lease at a Department of Management Services facility, please send a copy of this completed form to:

Real Property Administrator
4050 Esplanade Way,
Suite 315
Tallahassee, FL 32399-0950



ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

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

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

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

Computer-Based Simulation Requirements

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

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

DMS EPA Review

4050 Esplanade Way, Suite 335

Tallahassee, Florida 32399-0950

(850) 488-1817

ATTACHMENT G



Lease Number: _____

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

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

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

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

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

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

New Leases:

Table with 2 columns: Total Aggregate Gross Base Rent, Commission Rate. Rows include ranges from \$0.00-\$500,000 to \$6,500,000 and over with rates from 3.50% to 2.50%.

Warehouse/Storage/Hangar:

Table with 3 columns: Description, Area, Rate. Rows: 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.

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Page 1 of 2

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

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

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

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

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

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

8. **NOTICES:**

To Tenant Broker:	_____
.....	_____
.....	_____
To Owner:	_____
.....	_____
.....	_____
To Tenant:	_____
.....	_____
.....	_____
.....	_____

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

AGREED AND ACCEPTED this ____ day of _____, 20____

<p>TENANT:</p> <p>(x) _____</p> <p>By _____</p> <p style="text-align: center;">Print or Typewritten</p> <p>_____</p> <p style="text-align: center;">Title</p>	<p>OWNER:</p> <p>(x) _____</p> <p>By _____</p> <p style="text-align: center;">Print or Typewritten</p> <p>_____</p> <p style="text-align: center;">Title</p>	<p>TENANT BROKER:</p> <p>(x) _____</p> <p>By _____</p> <p style="text-align: center;">Print or Typewritten</p> <p>_____</p> <p style="text-align: center;">Title</p>
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**ATTACHMENT H
SPECIAL POWER OF ATTORNEY**

I, _____, _____
Name Street Address

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

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

as my attorney in fact to act in my capacity to do any and all of the following:
Any acts necessary regarding the entering of a bid for Lease Agreement No. 640:0400

with the State of Florida, Department of Health,

for the Building at _____, FL
Street Address City
_____, title to said property being held by _____
Zip Code Name

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

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: