



**State of Florida
Department of Management Services**

Invitation to Negotiate (“ITN”) for Leased Space

Florida Department of Elder Affairs

Lease Number: 650:0072 – Miami-Dade County

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I. INTRODUCTION AND OVERVIEW

- A. The Florida Department of Elder Affairs, (hereinafter referred to as the “Agency” or “Lessee”) requests your participation in a space search in Miami-Dade County, Florida [see detailed boundaries listed in Section 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. The Agency’s specifications that detail the build-out requirements for the space sought are attached as Attachment “A,” hereby incorporated by reference and attached hereto. The Agency has authorized Savills Studley Occupier Services to be its exclusive representative during this solicitation for space.
- B. All responses to this Invitation to Negotiate (ITN) must be received by the key dates required in Section II.C., in written/typed form. The Reply must be sent, within the timeframes provided herein, to the Agency at the address specified in Section II.C. of this ITN.

C. DEFINITIONS

1. Agency-The terms “agency”, “DOEA” or “Department” mean the Florida Department of Elder Affairs and terms may be used interchangeably.
2. Proposer-The individual submitting a Reply to this ITN, such person being the owner of the proposed facility or an individual duly authorized to bind the owner of the facility.
3. Reply or Replies-The Proposer’s response to this ITN.
4. State- The State of Florida and its Agencies.
5. Successful Proposer- Shall become the “Lessor.” By submitting a Reply, Proposers agree to be bound to all of the terms and conditions as a “Lessor,” if they are awarded the contract/lease as a result of this ITN.

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

II. INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES

Completed written Replies are due no later than the date and time outlined under Key ITN Dates, Section II.C. on the following page. Send three (3) original responses, one (1) redacted copy marked as confidential (if applicable and with justification for redaction with statutory citation) must be included with original submission and one (1) electronic version on USB OR CD to the address below. All electronic submissions must be accessible to the Department; any encrypted information must have an accompanying password.

Redacted submissions, for trade secrets or otherwise, must include a justification and statutory citation to Florida Statute. The redacted copy must be included with original submission. Failure to

provide a redacted copy may result in information being released pursuant to a public records request. Failure to cite the specific statutory subsection may result in the Department deeming the Contractor's response as "non-responsive". Any information not marked confidential and/or redacted may result in release of that information in response to a public records request." Replies must be submitted in a sealed envelope or box with "ITN-Lease Number 650:0072" 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 Elder Affairs
Attn: Jennifer "Eve" Hinton, Procurement Officer
Contract Administration & Purchasing Office
4040 Esplanade Way
Tallahassee, FL 32399**

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 via e-mail, to the Official Contact Person specified in Section II.D, below. See ITN Key Dates for deadline to submit questions, including requests for clarification. Answers to the questions will be posted by the date listed in Key ITN Dates, (below).

Material clarifications, changes in specifications, amendments or any other information related to this ITN (as solely determined by the Agency) will be posted on Vendor Bid Systems (VBS) Website: http://vbs.dms.state.fl.us/vbs/vbs_main_menu.

Each Proposer is responsible for monitoring the VBS 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>06/28/2017 – 08/17/2017</u> http://vbs.dms.state.fl.us/vbs/vbs_main_menu	Dates ITN advertised in VBS
<u>07/20/2017 at 3:30 PM</u>	Deadline for submitting questions related to this ITN
<u>07/27/2017</u>	Date answers to questions will be posted
<u>08/17/2017 @ 3:30 PM</u>	Deadline for Receipt of ITN Replies
<u>08/17/2017 @ 3:35 PM</u>	Date and Time ITN Replies will be opened.

<u>Location of ITN Reply Opening</u>	Florida Department of Elder Affairs 4040 Esplanade Way, Room 215P Tallahassee, FL 32399
<u>08/21/2017 – 09/05/2017</u>	Time Period for Agency Site Evaluations & Site Visits
<u>09/05/2017– 09/20/2017</u>	Time Period for Negotiation with Preferred Candidates
<u>09/25/2017</u>	Estimated date of Notice of Intent to Award

NOTE: All dates are subject to change in the sole and absolute discretion of the Agency. Each Proposer is responsible for monitoring the VBS website for new or changing information:
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: Jerry Thornbury or Bob Orban

Agency: Savills Studley Occupier Services

Address: 3000 Bayport Drive, Suite 150

City/State/Zip: Tampa, Florida 33607

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

This person is the only authorized individual to respond to ITN comments & questions.

E. OFFICIAL CONTACT PERSON - PROPOSER

Each Proposer MUST provide the following contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Cell/Mobile: _____

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 you are hearing or speech impaired, please 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 your responses on this form. In the event that additional space is required to fully respond to this ITN, please attach the additional response to your Reply and clearly indicate the Section to which the response relates. The 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. The Proposer must submit documentation which demonstrates control of (1) the building or structure, (2) the proposed parking areas, **and** (3) areas of ingress and egress (if applicable).
 - **The owner of record of the facility** – Submit a copy of the deed(s), and title insurance or opinion evidencing clear title to the property proposed.
 - **The lessee of space being proposed** – Submit a copy of the underlying lease agreement with supporting documentation and underlying lease requirements, to include, but not limited to authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 - **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal. NOTE: This is the preferred method.
 - **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record

which, if exercised, will result in the proposer's control of the facility prior to the intended date of occupancy.

- **The holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by the state. A copy of the lease agreement between the owner and the Lessee must be provided to the Department at the time of submitting the Reply.
2. Proposer shall provide a written statement answering the following:
 - Is there outstanding debt on the property? If so, provide written verification from the lender stating that all debt service payments, loan payments, etc., are current and not in default. Has the Proposer or its affiliates had a contract terminated for default within the past five years? If so, please attach an explanation of the situation(s) in detail.
 - Has the Proposer or its affiliates filed for bankruptcy protection in the past five years, or is in the process of filing or planning to file for bankruptcy protection, or financial restructuring, or refinancing? If so, please explain the situation(s) and provide the Court and Case Number, where available.
 - Does the Proposer or its affiliates owe any outstanding taxes or fees to the Federal Government, the State of Florida, or any other State or Local government?
 3. Each Reply must include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements.
 4. Prior to final negotiation and selection of a Reply or Replies, a "test fit" of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Proposer.
 5. All Proposers must initial at the bottom of each page.
 6. All pages of the ITN document must be returned as part of the Reply.
 7. The Agency reserves the right to require additional financial information from the Proposer during negotiations and after the Notice of Intent to Award.

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

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

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

IV. LEASE TERMS AND CONDITIONS

Responses to all of the “Lease Terms and Conditions” should be clearly delineated and specific to this Section IV. Where appropriate, use an “X” to indicate Yes or No.

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

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

The Department is seeking **10,856 +/- 5% square feet** of usable space.

The type of space required is **office space** and will be used for the agency’s administrative functions.

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

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

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 Florida Department of Management Services reserve the right to independently verify the space measurement.

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

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

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

Complete address of the Proposed Space is: _____

This space left intentionally blank

Locations are to be within or abutting the following boundaries (locations outside listed boundaries will be disqualified and deemed non-responsive):

- North: Flagler Street
- East: Red Road / Dixie Highway
- South: Killian Drive / Killian Parkway
- West: Florida's Turnpike



B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES

The Proposed Space is to be made available for occupancy on or before October 1, 2017 with access, at no charge to the Lessee, to the space five (5) business days prior to occupancy date for set up. Should the successful Proposer fail to make the space available by the date specified in the Reply, the Proposer shall be liable to the Agency for liquidated damages in the amount of **\$594.85** for each additional day until the Proposed Space is made available, in accordance with this section and in the liquidated damages addendum, Attachment C, Addendum 1 of the Lease.

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

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

immediately of any delays in writing by the Proposer. The Agency will acknowledge the Proposer's request for approved delay in writing.

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

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

- Project Schedule – see Attachment B. Project Schedule will include projected dates. Proposer is responsible for working with the Contractor to ensure the Project Schedule is updated at all times. The Project Schedule will be used to monitor the progress of the construction and will be addressed at each meeting and by the Tenant Broker Contact, as necessary.
- Construction Meetings – shall occur bi-weekly on site and initiated by the Proposer. The construction manager or representative must be present. Said representative to have knowledge of the current project status. Photos reflecting project status and meeting minutes to be provided by the Proposer within seventy-two (72) hours of the meeting.
- Floor plans – will be a joint effort of the department staff and successful proposer. The successful proposer will provide architectural services for preparation of the floor plans and renovations. Final floor plan is subject to the Agency's approval, the State Fire Marshal review and approval and the local building authority. Changes to approved floor plans must be submitted in writing by the Lessor to the Agency's Leasing Manager. The Leasing Manager will determine whether the change may be approved and notify the Lessor in writing prior to the Lessor proceeding with changes.
- Final floor plans – The Proposer/Lessor shall provide two (2) originals and one (1) copy of the signed, certified and sealed sets. For revised floor plans, two (2) originals and one (1) copy must be provided.
- Delays- Proposer/ Lessor to inform as to expected delays, within two (2) business days, if delays occur due to late performance.

C. TERM AND RENEWAL OPTIONS

The initial term of the lease for this Proposed Space will be for five (5) or seven (7) years. Replies must include rates for all terms in order to be considered.

The Agency contemplates potential renewal of this lease, and therefore requires a minimum of two (2) renewal options for five (5) years each. Renewal options must include rates. Replies with renewal options other than those stated herein, will not be considered and will be deemed non-responsive.

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

YES ____ or NO ____

D. RENTAL RATE - FULL SERVICE (GROSS)

The Proposer shall provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to Janitorial Services and Supplies, utilities, insurance, interior and exterior maintenance, recycling

services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the proposed space. There shall be no pass through charges or options to modify lease terms for additional expenses. Failure to provide the full-service rates for the initial terms and renewal periods will result in a rejection of the Reply and deemed as non-responsive. **The full-service rates for each initial term and each renewal term are required.** Provide the rate per square foot, as indicated below and on following pages:

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

Five Year Initial Term

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

First Renewal Option

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

Second Renewal Option

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

This space left intentionally blank

Seven 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			

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 use and other functions performed by the Agency.

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

F. ENERGY STAR RATING

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

YES ____ or NO ____

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

G. SPACE AVAILABILITY – TURN-KEY BUILD OUT

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

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

H. LEASE

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

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

Proposer acknowledges that he/she has reviewed the lease agreement contained in Attachment “C” and that the form (including all terms, conditions and addenda) is acceptable should the Proposed Space be selected by the Agency: YES ____ or NO ____

I. COMMISSION AGREEMENT

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

Proposer acknowledges that he/she has reviewed and understands the Commission Agreement (Attachment G). Proposer agrees to execute and be bound by said Agreement should the Proposed Space be selected by the Agency: YES ____ or NO ____

J. ATTACHMENTS

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

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

Attachment B Construction Project Schedule – 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 for a lease to be consummated.

The following Addenda shall be included in the Lease Agreement upon execution:

- Agency Specifications
- Liquidated Damages (Attachment C, Addendum number 1)
- Janitorial Services/Maintenance Services (Attachment C, Addendum number 2)
- Employment Eligibility Verification (Attachment C, Addendum number 3)
- Proposal Submitted by the Lessor (Attachment C, Addendum number 4)

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

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

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

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

Attachment H Special Power of Attorney

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

Failure of Proposer to provide such information may result in the rejection of the Proposer’s Reply and such rejection shall be based on the sole discretion of the Agency.

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

K. PARKING

Paved and continuously maintained parking for State employees and visitors is required. The Department requests that 45 parking spaces be made available for the use of the Department employees and visitors. At a minimum, respondents must make available not less than 45 parking spaces for the use of the Department employees and visitors at no additional cost to DOEA or its employees. Preference will be given to those offers which provide 55 total parking spaces. ADA parking to be determined by chart below, or local code, whichever is more stringent.

Minimum Number of Accessible Parking Spaces

ADA Standards for Accessible Design 4.1.2 (5)

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

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

YES ____ or NO ____

If "NO", please indicate how many parking spaces will be made available to the Agency:

L. SECURITY

The Agency values its employees and visitors and often serves vulnerable populations. Accordingly, facility security is of importance in making leasing determinations.

Proposer is encouraged to outline features such as secure doors and windows, parking areas, lighting, alarms, paid security personnel, etc. that contribute to making the property safe.

Proposer understands and agrees to provide the requirements set forth in this section:

YES ____ or NO ____

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

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

YES ____ or NO ____

V. REPLY EVALUATION AND NEGOTIATION PROCESS; PROPOSAL EVALUATION CRITERIA

A. Reply Evaluation Process: Using the evaluation criteria specified below, the Agency shall evaluate and rank Replies and, at the Agency's sole discretion, proceed to negotiate with Proposers as follows:

- The Proposers will be ranked based on the evaluation criterion below as applied to their proposals and the site visits.
- The rankings shall be based on the total points for each Proposer's building as outlined below.
- The Agency's rankings will include the total scoring from the Tenant Broker and all members of the Evaluation Team, which will be collected after site evaluations and any questions of the Evaluation Team are answered by the Proposer(s).

It is the Agency's sole discretion to determine how many Proposer(s) are invited to continue to the Negotiation Process outlined below.

B. Negotiation Process: The Agency reserves the right to negotiate with all responsive and responsible Proposers, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Agency/Tenant Broker retains the discretion to negotiate with other qualified Proposers as deemed appropriate.

- The focus of the negotiations will be on achieving the solution that provides the best leasing value to the State.
- The highest ranked Proposer(s) will be invited to negotiate a contract. If necessary, the Agency/Tenant Broker shall request, in writing, revisions to the Reply submitted, in writing, by the top-rated Proposer(s) until it is satisfied that the contract will serve the State's needs. The process will continue until a contract or contracts are negotiated and executed.
- Before award, the Agency reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Proposers may be requested to make a presentation, provide additional

references, provide an additional site visit, etc. The Agency reserves the right to require attendance by particular representatives of the Proposer. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Proposer's Reply. Failure to provide requested information may result in rejection of the Reply.

- All negotiations conducted between any Proposer(s) and Tenant Broker shall be conducted in writing. The Tenant Broker will summarize all written negotiations conducted with the Proposer(s) and provide that summary to the Agency. The summary of the negotiations will be provided prior to the Agency making a Notice of Intent to Award decision.
- In submitting a Reply, a Proposer agrees to be bound to the terms contained in that Reply for a minimum of sixty (60) days. Offered prices/rates should assume those terms apply, but the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Agency determines that it is in the State's best interest to do so.

C. Award Process: Based on the negotiations, the Agency shall award the contract to the responsible and responsive Proposer that will provide the best leasing value to the state. The best leasing value will be determined based on factors that include, but are not limited to:

- Rental rate
 - Renewal rate
 - Lease term
 - Location
 - Condition of facility
 - Landlord responsibility; build out
 - Operational efficiency
 - Amenities
 - Parking
 - Safety, including the strength of the security of the building and the safety of the surrounding areas.
- The Agency reserves the right to consider the results of any requested financial statements of the Proposer in making its determination of best leasing value.
 - The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency/Tenant Broker reserves the right to negotiate concurrently or separately with competing Proposers. The Agency reserves the right to waive minor irregularities in Replies.

D. Proposal Evaluation Criteria:

The Replies will be evaluated and ranked based on the Evaluation Criteria below:

1. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of 2.10%.

Maximum points: 25

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

Maximum points: 5

2. Location:

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

Location bid is best suited and conducive to conducting business with our clients and for our operations.

Maximum points: 15

Frequency and availability of public transportation near the offered space.

Maximum points: 5

Present condition of proposed facility.

Maximum points: 15

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

Maximum points: 15

3. Property:

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

Maximum points: 10

4. Parking:

The extent to which the parking area meets the needs of the Agency.

Maximum points: 10

VI. PROTEST PROCEDURES

Any protest concerning this solicitation shall be made in accordance with Sections 120.57(3) and 255.25(3)(d) of the Florida Statutes and Rule 28-110 of the Florida Administrative Code. It is the Department's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. NOTICE OF PROTEST OF THE SOLICITATION DOCUMENTS SHALL BE MADE WITHIN SEVENTY-TWO HOURS AFTER POSTING OF THE SOLICITATION.

Any person who files an action protesting a decision or intended decision pertaining to a competitive solicitation for space to be leased by the agency pursuant to s. 120.57(3)(b) shall post with the state agency at the time of filing the formal written protest a bond payable to the agency in an amount equal to 1 percent of the estimated total rental of the basic lease period or \$5,000, whichever is greater, which bond is conditioned on the payment of all costs that may be adjudged against him or her in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If the agency prevails after completion of the administrative hearing process and any appellate court proceedings, it shall recover all costs and charges, which must be included in the final order or judgment, excluding attorney fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him or her. If the person protesting the award prevails, the bond shall be returned to that person and he or she shall recover from the agency all costs and charges, which must be included in the final order of judgment, excluding attorney fees. § 255.25(3)(d), F.S.

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), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.. Any protest must be timely filed with the Florida Department of Elder Affairs listed at:

http://www.dms.myflorida.com/agency_administration/general_counsel

VII. CERTIFICATION

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

VIII. CERTIFICATE OF AUTHORITY

All corporations, limited liability companies, corporations not for profit and partnerships seeking to do business with Florida shall at the time of submitting a reply hereto, shall be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 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

IX. REQUIRED DOCUMENTATION CHECKLIST

In order for a proposal to be considered, Items A through F are required in the Offeror's response.

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

- A. _____** Send three (3) original responses with three (3) copies, one (1) redacted copy marked as confidential (if applicable and with justification for redaction with statutory citation) must be included with original submission and one (1) electronic version on USB OR CD to the address stated in II.A. All electronic submissions must be accessible to the Department; any encrypted information must have an accompanying password. Please refer to Section II.A for detailed instructions. ITN Form must be properly completed and notarized, and witnessed.
- B. _____** Floor plan showing present layout
- C. _____** Usable square footage proposed within the allowable range of 10,313 USF to 11,399 USF
- D. _____** Special Power of Attorney for authorized agent, broker, or legal representative (Attachment H) (if applicable)
- E. _____** Documentation showing Offeror as controller of property (i.e. Warranty Deed)
- F. _____** Authorization for corporation to conduct business in Florida (SUNBIZ)

ATTACHMENT A – AGENCY SPECIFICATIONS

GENERAL OFFICE REQUIREMENTS for AGENCY:

1. New paint throughout office space.
2. New carpet throughout office space.
3. Keypad lock (i.e. cypher lock, key punch, etc.) on entrance(s) to program offices.
4. 2 Doorbells installed at main entrance to offices (One (1) doorbell for each program office).
5. 2 break rooms within each programs areas. Break rooms should each contain laminate or tile flooring, a sink with running water, wiring for full sized refrigerator and counter space w/ wiring for a microwave.

DATA/PHONE REQUIREMENTS:

TELEPHONES:

1. What type of wiring would be required for AGENCYs phones? Industry standard wiring required.

DATA CABLING:

1. What type of network cabling would AGENCY require?
 - a. Nothing less than a CAT 5 network cabling.
2. Who would be responsible for wiring install (if required)?
 - a. AGENCY requests that all wiring expenses incurred be the responsibility of the landlords. However, if the costs would cause the annual rent to increase significantly, then AGENCY would be willing to consider paying for this expense but a cost analysis would need to be completed first by our IT section to determine what would be the most economical route for the Department to take.

PROGRAM SPECIFICATIONS:

CARES:

1. Number of offices:
 - a. Six (6) lockable hard offices.
 - b. Six (6) non-lockable hard offices.
 - c. One (1) lockable hard office (approximately 450 sq feet OR multiple offices that will equate to the 450 sq feet) for file room)
 - d. One (1) Conference room for 20-30 ppl (NOTE: This space can be shared with LTCOP.)
2. Number of furnished (i.e work surfaces, overhead storage compartments, filing cabinets, etc.) standard (8' X 8') workstation/cubicle areas to be provided at the expense of the landlord. (NOTE: If having the landlord provide the cubicles/cubicle furnishings would increase the overall sq foot rate tremendously, then AGENCY would need to get a quote to see how much it would cost the program to install/furnish these work areas. Also, if there are enough hard offices to accommodate staffing needs, then AGENCY would accept these in lieu of cubicles.)
 - a. 35 furnished workstation/cubicle areas.

LTCOP:

1. Number of offices:

- a. Four (4) lockable hard offices.
 - b. One (1) – Two (2) non-lockable hard offices that will be used for training.
 - b. One (1) Conference room for 20-30 people (NOTE: This space can be shared with CARES.)
2. Number of furnished (i.e work surfaces, overhead storage compartments, filing cabinets, etc.) standard (8' X 8') workstation/cubicle areas to be provided at the expense of the landlord. (NOTE: If having the landlord provide the cubicles/cubicle furnishings would increase the overall sq foot rate tremendously, then AGENCY would need to get a quote to see how much it would cost the program to install/furnish these work areas. Also, if there are enough hard offices to accommodate staffing needs, then AGENCY would accept these in lieu of cubicles.)
- a. Six (6) furnished workstation/cubicle areas.

DATA AND VOICE

I. EXISTING NETWORK AND TELECOMMUNICATIONS INFRASTRUCTURE

If any existing network and telecommunications infrastructure exists at the facility to be leased, the Florida Department of Elder Affairs (AGENCY or Department) reserves the right to accept or reject the existing network and telecommunications infrastructure.

The Department’s decision to accept or reject the existing network and telecommunications infrastructure will be based on an “On-site inspection” by the Department’s Information Technology (IT) representative and a third-party contractor selected by the Department, at no cost to the AGENCY. If the existing infrastructure is not acceptable, the lessor will be given a written report explaining the rejections. If the existing network and telecommunications infrastructure is rejected, the Department, Tenant Broker and the lessor will:

- 1) Negotiate improvements to the facility that will bring the network and telecommunications infrastructure into compliance with the Department’s IT specifications; or
- 2) Negotiate the complete build-out of network and telecommunications infrastructure to bring the facility into compliance with the Department’s IT specifications. In the event a complete build-out is necessary, the Minimum Requirements for Data and Voice Communications Infrastructure will be implemented based on the Department’s IT specifications as noted below.

II. MINIMUM REQUIREMENTS FOR DATA AND VOICE COMMUNICATIONS INFRASTRUCTURE

Network and telecommunications infrastructure will include, at a minimum: LAN racks, phone switches, power supplies, PBXs, VoIP systems, servers, routers, switches, cross connects, patch panels, network wiring (CAT 5 minimum), and other core electronic components as well as the mechanical terminations.

A. Telecommunications Room (TR)/Equipment Room (ER)

The TR/ER houses telecommunications systems, such as LAN racks, phones switches, power supplies, PBXs, VoIP systems, servers, routers, switches, cross connects, patch panels, and other core electronic components as well as the mechanical terminations.

The TR/ER shall include, at a minimum, the following:

- 1. Have a minimum space of 7' x 10'. Rooms at sites with additional network equipment may have additional space requirements.

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

B. Data Requirements-This section covers minimum data requirements for computers and network printers. The data requirements shall include, at a minimum, the following:

1. One Cat6 UTP 15' cable assembly for each drop location as designated on the proposed floor plan layout with both ends terminated in RJ-45 connectors. Four (4) of the four (4) pairs from the wire will be terminated on the RJ45s wall outlets and terminated on RJ45 Patch Panels in the Telecommunications/Equipment Room. Cable assembly to be certified by 100/1000 Ethernet transmission rate and in a separate sheath from that of any telephone (TDM/digital) wiring.
2. Computer workstation wiring to be Cat 6, UTP, AT&T 206 (Plenum) and be terminated in each location as designated on the proposed floor plan layout into a multi-port faceplate AT&T M16A-246 six plex comcode 106504533. Blanks to be used where connectors are less than six.
3. Data port workstation connection to be on AT&T M11BH-246, RJ-45 modular jack AT&T comcode 106508807. Each port is to be labeled, clearly identifying the corresponding patch panel port.
4. An electrical quad to be provided adjacent to each RJ-45 connection. These quad outlets should be in addition to any other duplex outlets as designated on the proposed floor plan layout.

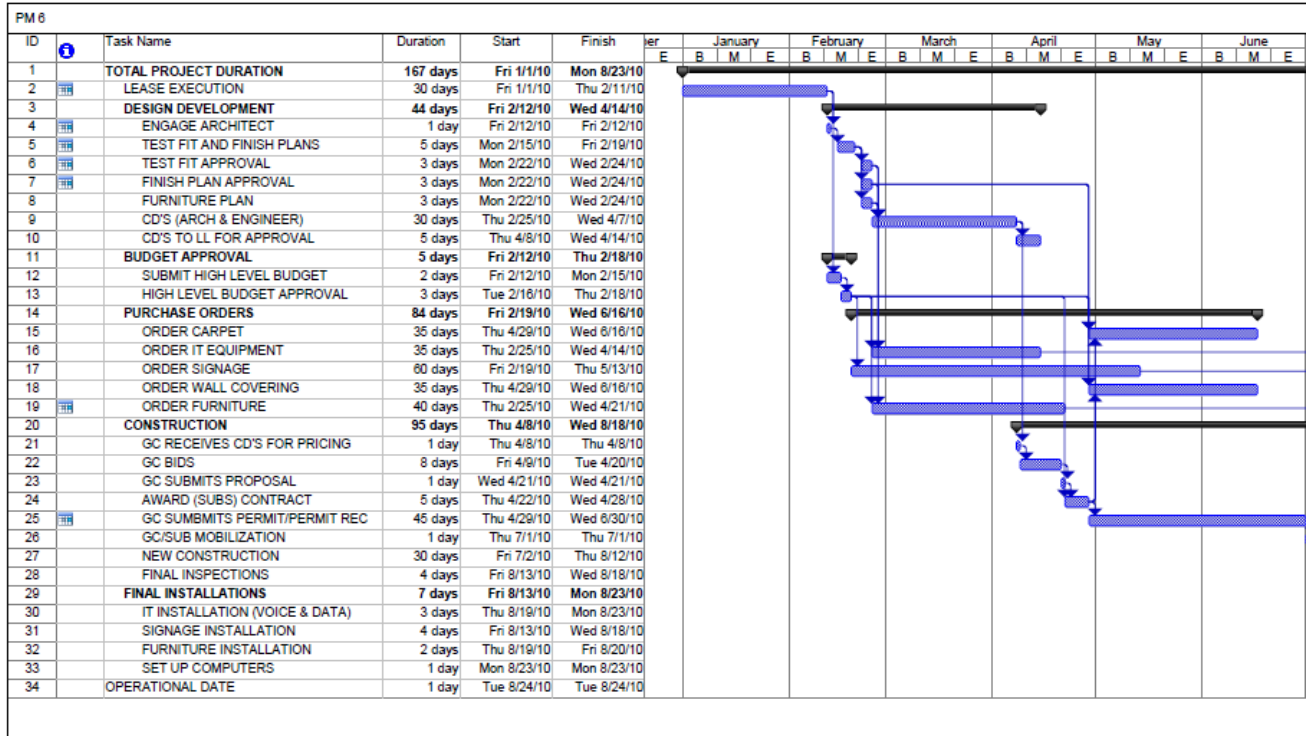
5. Station wire shall consist of 4-pair CAT 6 Plenum cable drops which will be installed in accordance to the following specifications:
Installation shall include one (1) station wire run to each designated location on the proposed floor plan layout. These will be terminated on a duplex modular wall jack assembly using the following materials:
 - AMP 557505-1 plate
 - AMP 1711160-2 RJ45 insert
 - AMP 557626-1 plate blanks OR QUAD PLATE
6. The installation shall include one (1) station run to each modular office designated on the proposed floor plan layout. These will be terminated in each office on a QUAD modular jack assembly using the following materials.
 - i. Flex Mode RJ45/RJ11 QUAD
7. Additional line locations not specified in this section as designated on the proposed floor plan layout. These lines will be installed technically equivalent to those installed in the permanent office or modular office locations.
8. Station wire shall be homerun from the wall jack location to the Telecommunications/Equipment Room. There shall be two (2) feet of slack in the cable at the office end. Slack cable may be pulled into the ceiling when installing the wall jack assembly.
9. All lines will terminate on 760152561 (CAT 6 Patch Panels or equivalent) mounted on backboards located in the Telecommunications/Equipment Room or co-located in the Floor mounted Rack with the Data Networking gear.
10. All terminations shall be in accordance with standard networking practiced for color coding. The arrangement of the patch panels and cables will be in a manner that reflects good workmanship and practices. All runs shall be tested and clearly labeled at both ends. All cables shall be placed in ceilings using wire management system components to ensure that all wire runs are grouped throughout their destination.
11. Cable installed in ceiling spaces shall be UL listed as to type CMP or UL classified as to having adequate fire resistance and low-smoke producing characteristics per NEC Article 800-3 (B) (2).

C. TDM/Digital Phone Requirements - This section covers minimum requirements for fax machines and any non-VoIP telephone systems. The following TDP/Digital Phone requirements shall be met:

1. Station wire shall consist of 4-pair CAT 5e Plenum voice cable drops for voice use, which will be installed in accordance to the following specifications:
2. Installation shall include one (1) station wire run to each location required as designated on the floor plan.
3. Each location will be terminated on a duplex modular wall jack assembly using the following materials:
 - a. AMP 557505-1 plate
 - b. AMP 557681-1 RJ11 insert
 - c. AMP 557626-1 plate blanks OR QUAD PLATE
4. Four (4) of the four (4) pairs from the voice station wire will be terminated on the RJ11s wall outlets and terminated on 110 punch-down blocks in Telecommunications/Equipment Room.
5. All voice lines will terminate on 66 punch-down blocks with all pairs punched down and mounted on backboards located in the building's Telecommunications/Equipment Room.
6. Cross connects to telephone company demarcation points will be the responsibility of the lessor.
7. All cabling is to be run in a home run fashion from the outlet to the telephone equipment panel for voice stations.

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

ATTACHMENT B CONSTRUCTION PROJECT SCHEDULE SAMPLE



ATTACHMENT C
LEASE AGREEMENT



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

Lease Number: _____

Lease Commencement: _____

Preamble

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

Parties

Lessee: _____
Agency Name

Address: _____
Street City State Zip Code

Lessor: _____
Lessor Name

Address: _____
Street City State Zip Code

FEID: _____ OR Social Security Number: _____

1. Description

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

Description: _____

Building: _____ County: _____
Building Name

Address: _____
Street City State Zip Code

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

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

2. Term & Renewals

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

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

for a term of _____ months.

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

Lessor Initial: _____ Page 1 of 8

Form 4054

Lessee Initial: _____ Rev. Date 8/15

Lease Number: _____

3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

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

Lessee: _____
Lessee Name

Address: _____
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

4. Rent

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

A. Base Term

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

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

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 Lessee Initial: _____ Form 4054
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Lease Number: _____

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

5. Utilities

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

6. Facility Services

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

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

Day	From	To

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

7. Accessibility and Alterations

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

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

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

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

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

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

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

8. Applicable Laws

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

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

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- 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: _____ Page 6 of 8
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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):
_____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____

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Rev. Date 8/15

Lease Number: _____

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

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

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

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

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**ATTACHMENT C, ADDENDUM 1
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 \$594.85 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



**ATTACHMENT C, ADDENDUM 2
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

JANITORIAL & MAINTENANCE SERVICES

ADDENDUM _____

LEASE NUMBER: _____

The Lessor agrees to furnish janitorial and cleaning services as part of this lease agreement utilizing a licensed, bonded and insured janitorial and cleaning services company. Janitorial and cleaning services 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. All issues pertaining to building maintenance and janitorial services will be addressed directly with the local Lessee representative.

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

FLOORS	
DAILY:	<ul style="list-style-type: none"> • Non-carpeted Areas – Damp mop and spray buff. • Spot damp mop to remove stains or spots.
WEEKLY	<ul style="list-style-type: none"> • Carpeted Areas – Vacuum
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 in every trash receptacle. 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

In reference to Articles 6 and 9 of the lease agreement:

1. Heating, Ventilation and Air Conditioning – responsible for all inspections, repairs, maintenance and supplies. Filters for HVAC shall be changed every 90 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. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boiler equipment herein have been calibrated to permit the most efficient operations.
3. The Lessor agrees to furnish to the Lessee air conditioning equipment within the Lessee’s Computer/LAN Rooms and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor. Temperature within the designated Computer/LAN Rooms shall be consistent in a range of sixty six (66) to seventy two (72) degrees Fahrenheit with the average humidity of 67% seven (7) days/week, 24 hours/day.
4. 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.
5. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if Lessee determines, and at least once every five years thereafter during the lease term and any renewals thereof. Touch up painting is to be done, as needed, upon request.
6. Janitorial services are to be performed Monday through Friday after 5:00 pm.
7. 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

ATTACHMENT C, ADDENDUM 3



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM _____

LEASE NUMBER: _____

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

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

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

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

Lessee

Lessor

(x) _____

Lessee Signature

(x) _____

Lessor Signature

Name/Title

Name/Title

Date

Date

FM 4054K1 (R01/12)

**ATTACHMENT C, ADDENDUM 4
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

PROPOSAL SUBMITTED BY LESSOR

ADDENDUM NUMBER: _____

LEASE NUMBER: _____

All proposals submitted by the Lessor for Lease number 650:0072 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 Elder Affairs, the Offeror shall have thirty (30) days to execute and return said lease, unchanged, to the Department of Elder Affairs. The Department of Elder Affairs 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

**ATTACHMENT D
DISCLOSURE STATEMENT**



**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.

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____

Attachment E
DIVISION OF STATE FIRE MARSHALL
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. (<http://fac.dos.state.fl.us/>)

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

COVER LETTER:

Please include a cover letter with the following information:

1. Is this a state-owned or state-leased building? (see definition on page 1)
2. Project description and project number
3. Building name, address and county, and building number
4. Site name and address.
5. Project square footage.
6. Occupancy type, construction type, and building height (feet and stories).
7. Is this a change in occupancy?
8. Estimated construction cost of the building or renovation. This does not include the cost of land, site improvements, civil work or furniture and equipment.
9. Architect's name and address.
10. Who (name and address) is responsible for paying the fee?
11. Where (name and address) should the plans be sent after the review?
12. Agency name and state agency contact person (name and phone #) for this project.
13. Name and phone # of the local fire authority.
14. If this is state lease (either private sector lease or Department of Management Services facility), please provide the facility's name, lease number, state agency occupying the lease, and send copies of the cover letter to:
 Department of Management Services
 Real Estate Development & Management
 4050 Esplanade Way, Suite 315
 Building 4050, Suite 315
 Tallahassee, FL 32399-0950

PLANS SUBMISSION:

The Division of State Fire Marshal will require the submitter to furnish two sets of contract documents (signed and sealed) and one set of signed and sealed 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 signed and sealed set will be stamped "APPROVED" and returned to the submitter. The stamped set of plans must be kept on the job site for the fire safety inspector's use at the time of inspection. It shall be the responsibility of the submitter to see that the "approved" set of plans is on the construction site before work begins and remains there until final inspection and approval has been issued. Plan approval is good for one year from the date of issue. The construction contract must be let within this period or the approval will expire and the plans must be re-submitted with another review fee. The editions of the pertinent codes that will apply to your project will be those that are adopted at the date of your first submittal, regardless of phase, i.e. 50% or final, and will not change even if a newer edition is adopted during the review process.

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

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

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

PLAN INFORMATION:

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

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

CONSTRUCTION INSPECTIONS:

The review fee will cover plans review and up to three (3) construction site inspections. (1) an underground fire main inspection (if applicable); (2) an intermediate inspection at approximately 65% completion (before covering walls and ceilings); (3) and a final inspection prior to occupancy. The intermediate (65%) inspection is optional

at our discretion, and depends upon the size and complexity of the construction project. The purpose of construction site inspections is to ensure that the project is in fact constructed in accordance with the approved construction documents.

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

HOW TO REQUEST AN INSPECTION:

The following inspections must be considered:

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

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

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

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

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

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

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

FIRE ALARM CHECKLIST:

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

SPRINKLER SYSTEM CHECKLIST:

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

14. Underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, valve pits, backflow preventers, etc.)
15. All hydraulic name plate information.
16. Setting for pressure reducing valve denoted.

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS:

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

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS:

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



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

APPLICATION FOR PLAN REVIEW

<p>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.</p>																														
<p>1. TYPE OF SUBMITTAL</p>	<p>a. <input type="checkbox"/> Design Development (<100% Construction Documents) b. <input type="checkbox"/> 100% Construction Documents c. <input type="checkbox"/> Revision for SFM # : (Complete items 2, 3a and 7 only) d. <input type="checkbox"/> Shop Drawings for SFM # : (Complete items 2, 3a and 7 only) e. <input type="checkbox"/> Other:</p>																													
<p>2. PROJECT NAME OR DESCRIPTION</p>																														
<p>3. CONTACT INFORMATION</p>																														
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:																												
<p>4. BUILDING INFORMATION</p>	<p>a. <input type="checkbox"/> State Owned* b. <input type="checkbox"/> State-Leased,** lease #:</p>																													
<p>c. Design or State Agency Project #:</p>																														
d. Project Square Footage:	e. State Agency or University:																													
f. Building Name:	g. Building #:																													
<p>h. Building Street Address:</p>																														
i. City/State/Zip:		j. County:																												
<p>k. NFPA Occupancy Type: (check all that apply)</p> <table border="0"> <tr> <td>Ambulatory Health Care</td> <td><input type="checkbox"/></td> <td>Apartments</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Detention and Correctional</td> <td><input type="checkbox"/></td> <td>Day-Care</td> <td><input type="checkbox"/></td> </tr> <tr> <td>One and Two Family</td> <td><input type="checkbox"/></td> <td>Mercantile</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Hotels and Dormitories</td> <td><input type="checkbox"/></td> <td>Health Care</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Lodging or Rooming Houses</td> <td><input type="checkbox"/></td> <td>Business</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Residential Board and Care</td> <td><input type="checkbox"/></td> <td>Industrial</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storage</td> <td><input type="checkbox"/></td> <td>Assembly</td> <td><input type="checkbox"/></td> </tr> </table>			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"/>
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Residential Board and Care	<input type="checkbox"/>	Industrial	<input type="checkbox"/>																											
Storage	<input type="checkbox"/>	Assembly	<input type="checkbox"/>																											
<p>l. Is this a change in occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		m. FBC Construction Type:																												
n. Building Height:	o. Number of Stories:																													
<p>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:</p>																														
<p>q. Estimated Construction Cost (not including the cost of land, site improvement, civil work or furniture and equipment):</p>																														



DFS-K3-1973

DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR PLAN REVIEW

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



DEPARTMENT OF FINANCIAL SERVICES

Division of State Fire Marshal – Bureau of Fire Prevention

REQUEST FOR BUILDING SITE INSPECTION

GENERAL INFORMATION

REQUESTOR'S NAME: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

STATE AGENCY: _____ Florida Department of Legal Affairs _____

TYPE OF INSPECTION (CIRCLE APPROPRIATE ONE)

- FINAL
- INTERMEDIATE
- FIRE ALARM SYSTEM
- HOOD SYSTEM
- SPRINKLER SYSTEM (ABOVE or BELOW GROUND)
- LEASE, PRE-OCCUPANCY
- LEASE, RENEWAL
- OTHER (SPECIFY): _____

NAME, STREET ADDRESS OR EXACT LOCATION OF FACILITY:

INSPECTION DATE: _____

(Provide this office with a **MINIMUM** of five (5) working days notice prior to requested date of inspection. The SFM inspector for this facility will contact you for final scheduling)

STATE FIRE MARSHAL'S FILE #: _____

(Without this file #, your request will **not** be granted. Contact this office should you need assistance)

OCCUPANCY CLASSIFICATION: _____
(BUSINESS, ASSEMBLY, ETC.)

SQUARE FOOTAGE & HEIGHT OF BUILDING: _____

LIST THE FACILITY'S LIFE SAFETY FEATURES: _____

(Sprinkler, Standpipe, Fire Alarm, Smoke Control, other)

TYPE OF BLDG. CONSTRUCTION: _____

-MAIL ALL REQUESTS TO: fire prevention@fldfs.com

[or]

MAIL: Bureau of Fire Prevention - Plans Review Section
200 East Gaines Street
Tallahassee, Florida 32399-0342

COURIER: 325 John Knox Road, Atrium Bldg 3rd Floor
Tallahassee, Florida

PHONE: (850) 413-3171 FAX: (850) 922-2553

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

ATTACHMENT F



ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

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

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

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

Computer-Based Simulation Requirements

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

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

10. A detailed description of all energy conservation measures proposed to raise the Energy Star rating to the minimum accepted level (provide when energy conservation measures are proposed and also include the revised Energy Star reports).
11. Delivery: The energy performance analysis shall be mailed or delivered to the department pursuant to Section 255.254(1), Florida Statutes at the address listed here:

DMS EPA Review

4050 Esplanade Way, Suite 335

Tallahassee, Florida 32399-0950

(850) 488-1817

ATTACHMENT G



Lease Number: _____

COMMISSION AGREEMENT

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

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

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

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

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

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

New Leases:

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, Commission Rate. Rows for 0-5,000 square feet (2.0%) and over 5,001 square feet (same as office space %).

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

- 2. PAYMENT OF COMMISSION: The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease.
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.

FM 4097 (R04/14)

Page 1 of 2

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

Lease Number: _____

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: _____ Savills Studley Occupier Services, Inc
 _____ 3000 Bayport Drive #150
 _____ Tampa, FL 33607

To Owner: _____

To Tenant: _____ Department of Elder Affairs
 _____ 4040 Esplanade Way
 _____ Tallahassee, FL 32399

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

AGREED AND ACCEPTED this ____ day of _____, 20____

TENANT: (x) _____ By _____ Print or Typewritten _____ Title	OWNER: (x) _____ By _____ Print or Typewritten _____ Title	TENANT BROKER: (x) _____ By <u>Ann Duncan</u> Print or Typewritten _____ Title <u>EVP</u>
---	--	---

**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. 650:0072

with the State of Florida, Department of Elder Affairs,

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 Elder Affairs.

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: