



**State of Florida
Department of Economic Opportunity**

Invitation to Negotiate ("ITN") for Leased Space

Lease Number: 400:0072 – Leon County

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I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Economic Opportunity (DEO), (hereinafter referred to as "the Department" or "Lessee") requests your participation in a space search in **Leon County, Florida** [see detailed boundaries listed in Article IV., Lease Terms and Conditions, Subsection A]. The Department is seeking detailed and competitive replies to provide built-out office facilities and related infrastructure for occupancy by the Department. The Department's specifications that detail the build-out requirements for the space sought are attached as **Attachment "A,"** and hereby incorporated by reference. The Department has authorized Savills Studley Occupier Services to be its exclusive representative during this solicitation for space.

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

The "Proposer" shall mean the individual submitting a Reply to this Invitation to Negotiate, such person being the owner of the proposed facility or an individual duly authorized to bind the owner of the facility. The term "State" shall mean the State of Florida and its Agencies. The "Lessor" shall mean the Proposer ultimately selected by the Department.

By submitting a Reply, Proposers agree to be bound to all of the ITN's terms and conditions as the Lessor.

This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and the State reserves the right to negotiate with all or none of the 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.

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

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

A. REPLIES

Complete Replies are **due no later than the date and time specified in Article II, Section C**. Replies must include **the original reply, three hard copies and one electronic copy (on CD-ROM or thumb drive in PDF format) in a sealed envelope or box with "ITN-Lease Number 400:0072" clearly marked on the outside of the sealed envelope**. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**Department of Economic Opportunity
Attn: Gary Starling
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399**

Replies which are late, unsealed, missing, emailed or faxed, and Replies which are deemed by the Department (at the Department's sole discretion), to be substantially incomplete, inaccurate, vague, or illegible are not the responsibility of the State and **will not be considered**. Once received, all Replies shall become the exclusive property of the State and will not be returned.

B. QUESTIONS REGARDING THE INVITATION TO NEGOTIATE (ITN)

Questions or requests for clarification regarding this ITN or its specifications must be made by the deadline specified in Article II, Section C, **in writing (which may include e-mail)**, to an Official Contact Person specified in Article II, Section D. Answers to the questions will be posted on the Vendor Bid System ("VBS") on the date listed in Article II, Section C.

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

C. KEY ITN DATES

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

| <u>Date and Time</u> | <u>Item/Task</u> |
|--------------------------------------|--|
| <u>04/26/2018-07/11/2018</u> | Dates ITN advertised in VBS http://vbs.dms.state.fl.us/vbs/vbs_main_menu |
| <u>05/17/2018 at 5:00 PM</u> | Deadline for submitting questions related to this ITN |
| <u>05/24/2018</u> | Date answers to questions will be posted |
| <u>07/11/2018 @ 3:00 PM</u> | Deadline for Receipt of ITN Replies |
| <u>07/11/2018 @ 03:00 PM</u> | Date and Time of public opening of ITN Replies |
| <u>Location of ITN Reply Opening</u> | Florida Department of Economic Opportunity 107 East Madison Street, B047 Caldwell Building Tallahassee, FL 32399 |

TBD Time Period for Department Site Evaluations & Site Visits

TBD Time Period for Negotiation with Preferred Candidates

TBD Estimated date of Notice of Intent to Award

All dates, times, and locations are subject to change at the sole and absolute discretion of the Department. **Each Proposer is responsible for monitoring the website for new or changing information: <http://vbs.dms.state.fl.us/vbs/vbs> [www.main menu](#)**

D. OFFICIAL CONTACT PERSONS – TENANT BROKER

Inquiries and comments about this ITN should be directed to:

Name: Jerry Thornbury or Michael E. Griffin

Department: Savills Studley Occupier Services

Address: 3000 Bayport Drive, Suite 485

City/State/Zip: Tampa, Florida 33607

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

The foregoing are the only individuals authorized to respond to ITN questions and requests for clarification.

E. OFFICIAL CONTACT PERSON - PROPOSER

Each Proposer MUST provide the following contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Cell/Mobile: _____

E-mail: _____

F. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a reply on a contract to provide any goods or services to a public entity, may not submit a reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit replies/proposals on leases of real property to a public

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

G. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at the Department of Economic Opportunity because of a disability must 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)

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III. GENERAL ITN TERMS AND REPLY REQUIREMENTS

A. GENERAL TERMS

1. The State reserves the right to negotiate all terms of a Reply including, but not limited to, a 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.
2. Neither the Department of Management Services, the Department, 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.
3. Prior to final negotiation and selection of a Reply, a "test fit" of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Proposer.
4. The Department reserves the right to require additional financial information from the Proposer during negotiations and after the Notice of Intent to Award.
5. As a state government entity, the Department is beholden to Titles I & II of the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 (ADA), and the 2008 ADA Amendments Act, prohibit discrimination and ensure equal opportunity for persons with disabilities. The Department employs and serves the general public; as such, it is required that employment practices and the programs and services provided by the Department are accessible in accordance with the Federal ADA Standards. All leased facilities must be in compliance with current ADA Standards. Surveys must be conducted on all leased facilities that we occupy to ensure compliance, or solidify an agreement for a schedule of compliance, prior to the execution or renewal of any lease. A Transition Plan must be provided following any assessment to address items that cannot be readily corrected. The Transition Plan serves as a schedule for compliance and a corrective action plan that is reviewed and monitored by the Department. The Department reserves the right to authorize a department certified ADA Coordinator to conduct a full ADA assessment at any location where the Department's employees are housed and/or the Department's programs and services are provided.
6. No state payments for use of the space to be developed will be made prior to final acceptance and approval of the completed building and its site, in accordance with the terms and conditions set forth in the Department of Management Services Standard Lease Agreement form.

Additional terms may be found in other Articles of this ITN and any addenda / attachments.

B. GENERAL REPLY REQUIREMENTS

1. All instructions, procedures and requirements included in this ITN must be followed. Each Reply should completely and accurately respond with all statements and information requested herein.
2. All Proposers must initial at the bottom of each page. All pages of the ITN document must be returned as part of the Reply.

3. The ITN is organized to allow Proposers to provide some responses on its face. All additional responses must follow the general order of contents in the ITN, clearly indicate the Article and Section to which they relate, and be attached at the end.
4. A Reply may only be submitted by one of the entities listed below and must include documentation proving such status and demonstrating control of (1) the building or structure, (2) the proposed parking areas, **and** (3) areas of ingress and egress. The adequacy of such proof and demonstration shall be at the Department's sole discretion.

Permissible Proposers and minimum necessary documentation of status are:

- **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.
- **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.

See Article VII for additional guidance and requirements, as applicable.

5. Proposers shall respond to the following questions in a written statement and provide any necessary attachments:
 - **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?**
6. Proposers shall provide the following visual materials:
- **Photographs (8" x 10") or architect's renderings** showing exterior front, sides and rear of the proposed facility (color preferred).
 - **Scaled (1/16" or 1/8" or 1/4" = 1'0") floor plan** showing present configurations with measurements. The final floor plan will be as described in the specifications.
 - **A scaled site layout** showing the present location of building(s); configuration and number of parking spaces assigned to the department; access and egress routes; and any proposed changes which the prospective Lessor will make before the Department is to occupy the offered premises.
 - **A site survey**
7. Proposer must intend to furnish a 100% Performance Bond if selected.
8. Proposer must furnish the local tax assessor's appraisal of the site.

Additional Reply requirements may be found in other Articles of this ITN and any addenda / attachments.

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IV. LEASE TERMS AND CONDITIONS

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

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

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

The Department is seeking 9,058 – 10,012 square feet of usable space.

The type of space required is office space and will be used for the Department'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 set-up and occupancy, to conform with the requirements of the Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) which were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 Standards for program accessibility and barrier removal.

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

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

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

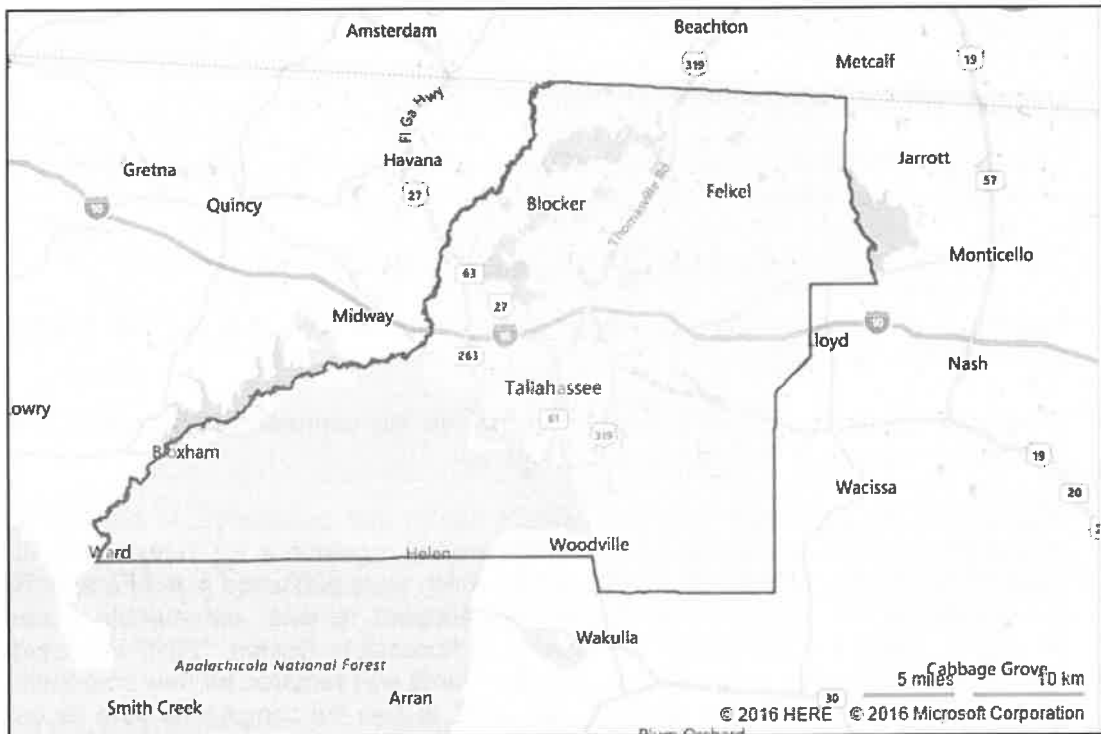
The number of square feet offered in the Proposed Space is: _____

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

Complete address of the Proposed Space is: _____

This space left intentionally blank

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



B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES

The Proposed Space is to be made available for occupancy on or before November 1, 2019 with prior access, at no charge to the Lessee, to the space on or before October 25, 2019 for five (5) business-days to complete set-up. Should the Lessor fail to make the space available as required, the Lessor shall be liable to the Department for liquidated damages in the amount of **\$687.67** for the first day, and each additional day, until the Proposed Space is made available, in accordance with the liquidated damages addendum to the Lease.

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

Lessor must immediately notify the Department, in writing, of any delays which might preclude it from meeting the set-up and occupancy date requirements.

Unforeseen circumstances beyond the control of the Lessor (such as acts of God), which prevent timely set-up and occupancy may be cause for the Lessor to request an extension (in writing) from the Department. If such a delay is greater than 60 days, the Department shall have the right to terminate the lease. The Department will acknowledge the Lessor request for approved delay in writing. Such delays do not include delays due to issues within the Lessor's management or personnel, construction or subcontractor management or construction, renovations, permitting, inspections, holidays, orders/delivery, etc.

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

C. POST-AWARD PROGRESS

To measure adequate progress of the turn-key buildout to be provided by the Lessor and in an attempt to prevent untimely set-up and occupancy, the Lessor shall also produce and engage in the following:

- Project Schedule – Schedule will include projected dates. Lessor is responsible for working with all contractors to ensure the schedule is updated at all times. The schedule will be used to monitor the progress of the construction and will be addressed at each Construction Meeting and by the Tenant Broker, as necessary. See Attachment B for a schedule example
- Construction Meetings – Meetings shall occur monthly on site and be initiated by the Lessor. Lessor’s construction manager, or representative with comparable knowledge of current project status, must be present. Photos reflecting project status and meeting minutes are to be provided by the Lessor within 72 hours of each meeting.
- Final Floor Plans – Plans / layout will be a joint effort of the Department and Lessor. The Lessor will provide architectural services for preparation of the floor plans and renovations. The final floor plan is subject to the Department’s approval, the State Fire Marshal review and approval, and local building authority approval.

Proposer agrees, if selected, to ensure post-award progress in the manner specified in Article IV, Section C: YES ___ or NO ___

D. TERM AND RENEWAL OPTIONS

The initial term of the lease for this Proposed Space will be for five (5), seven (7), or ten (10) years. Replies must include rates for all terms listed above in order to be considered. See next page.

The Department 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 for each year of the renewal period.

Any other options will not be considered.

Proposer agrees that the Proposed Space will be available to the Department throughout the selected initial term and the renewal periods as specified above: YES ___ or NO ___

E. RENTAL RATE - FULL SERVICE (GROSS)

The Proposer shall provide the Department with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to Janitorial Services and Supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the proposed space. There shall be no pass through charges or options to modify lease terms for additional expenses. Failure to provide the rates

for the initial terms and renewal periods will result in Proposers Reply being deemed a Non-Responsive Reply. **The rates for each period listed are required.** No open rate, including Consumer Price Index or open rental escalation clause, will be considered. Provide the rate per usable square foot, as indicated on the following pages:

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

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Five Year Base 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 | | | |

Proposer must submit proposals for all lease terms being requested.

Seven Year Base 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 | | | |

Proposer must submit proposals for all lease terms being requested.

Ten Year Base Term

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

First Renewal Option

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

Second Renewal Option

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

Proposer must submit proposals for all lease terms being requested.

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

E. PERMITTED USE BY THE STATE

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

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

F. ENERGY STAR RATING

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

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

YES ___ or NO ___

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

G. SPACE AVAILABILITY – TURN-KEY BUILD OUT

The State requires a "turn-key" build-out by the Lessor. Therefore, Proposer shall be responsible for all costs, and 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 Department's approval of architectural plans / layout provided by the Proposer after award: YES ___ or NO ___

H. LEASE

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

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

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

YES ____ or NO ____

J. ATTACHMENTS

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

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

Attachment B Sample Construction Project Schedule

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

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

- Department Specifications (Attachment A)
- Liquidated Damages
- Janitorial Services/Maintenance Services
- Tenant Improvements
- Employment Eligibility Verification
- Air Quality

Attachment D Disclosure of Ownership – required from the building owner.

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

Attachment F Energy Performance Analysis (EPA) – this Attachment provides a description of the State's energy requirements for the Proposed Space and the energy performance calculation method. The EPA will be completed by the Lessor, not as part of a Reply.

Attachment G Commission Agreement – this Attachment provides for Proposer's agreement of the Tenant Broker as agent for the State.

Attachment H Special Power of Attorney – If an individual is submitting a Reply on behalf of the owners of the Proposed Space, he/she must include a completed Special Power of Attorney form.

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 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 its ITN submittal.

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

K. PARKING

Adequate parking for State employees and visitors is mandatory. The Department is requesting the Proposer provide 47 parking spaces for its employees and visitors.

Proposer agrees to provide _____ parking spaces.

L. SECURITY

The Department values its employees and visitors. Accordingly, facility security is of importance in making leasing determinations. Proposers should provide, from all local law enforcement agencies with jurisdiction over the property, a listing of all reported calls for law enforcement assistance within a ½ mile radius of the property, including all calls reported and/or identified from the proposed building address. If the data is reasonably available, the listing should be for the most current data and consist of one year prior to the submission of the response to the ITN. The Department will seek data from third parties if deemed necessary. 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 information set forth in this section:
YES ____ or NO ____

M. DISCLAIMER

This ITN is an invitation to negotiate and is for discussion purposes only. It is neither an offer, contract nor agreement of any kind. Neither the Department 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 Department. This ITN shall not be considered an offer to lease. The terms of any transaction, if consummated, shall not be final nor binding on either party until a Lease Agreement is executed by all parties. This ITN may be modified or withdrawn by the Department at any time.

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 Department shall evaluate and rank Replies and, at the Department's sole discretion, proceed to negotiate with Proposers as follows:

- The Proposers will be ranked based on the evaluation criteria 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 Department'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 in the Department's sole discretion to determine how many Proposer(s) are invited to continue to the Negotiation Process outlined below.

B. **Negotiation Process:** The Department 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 Department/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 Department/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 Department 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 Department 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 Department. All summaries of negotiations will be provided to the Department prior to the Department giving Notice of Intent to Award.
- In submitting a Reply, a Proposer agrees to be bound to the terms contained in that Reply for a minimum of sixty (90) days. Offered prices/rates should assume those terms apply,

but the Department/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the State's best interest to do so.

C. **Award Process:** Based on the negotiations, if the Department awards a contract, the Department will 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 Department reserves the right to consider the results of financial statements of the Proposer in making its determination of best leasing value.

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

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates evaluated, using total present value methodology for basic term of lease, by application of the present value discount rate of 1.20%.

Maximum points: 25

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

Maximum points: 5

B. Location:

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

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

Maximum points: 20

Frequency and availability of public transportation near the offered space.

Maximum points: 2

Present condition of proposed facility.

Maximum points: 15

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

Maximum points: 10

C. Property:

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

Maximum points: 8

D. Parking:

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

Maximum points: 15

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VI. PROTEST PROCEDURES

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

VII. CERTIFICATION

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

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, 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

ATTACHMENT A – DEPARTMENT SPECIFICATIONS

Office and Room Size Requirements

| Quantity | Description | Individual Sq. Ft. | Total Sq. Ft. |
|----------|--|--------------------|---------------|
| 3 | Enclosed Office (window office) – Executive | 225 | 675 |
| 9 | Enclosed Offices (window or interior office) - Administrator | 150 | 1350 |
| 25 | Enclosed Offices (interior office) – Manager & Professional | 100 | 2500 |
| 3 | Workstations (Professionals & Supervising Professionals) | 80 | 240 |
| 7 | Workstations (Paraprofessional) | 60 | 420 |
| | TOTAL | | 5,185 |
| | Circulation (35% of net usable space) | | 1,815 |
| | TOTAL AGENCY SPACE NEEDS | | 7,000 |

Bathrooms

Number of Female stalls as required by code

Number of Male stalls as required by code

| Quantity | Description | Individual Sq. Ft. | Total Sq. Ft. |
|----------|--|--------------------|---------------|
| | Special Use Space from (Special Support Tab) | | |
| 1 | Central Document Storage and/or Processing | 300 | 300 |
| 4 | Copy/Repro Center | 100 | 400 |
| 1 | Conference Center | 350 | 350 |
| 1 | Cafeteria | 200 | 200 |
| 1 | Data/Computer Center | 200 | 200 |
| 1 | Supply/Warehouse Facilities | 100 | 100 |
| | TOTAL | | 1,550 |

Bathrooms

Number of Female stalls as required by code

Number of Male stalls as required by code

| Quantity | Description | Individual Sq. Ft. | Total Sq. Ft. |
|----------|---|--------------------|---------------|
| | Public Use Space from (Special Support Tab) | | |
| 1 | Main Reception Area | 200 | 200 |
| 1 | Service Counter/Waiting Area | 100 | 100 |
| 1 | Open Team Work Area | 100 | 100 |
| 1 | Conference/Training Room | 300 | 300 |
| | TOTAL | | 400 |
| | TOTAL SPECIAL USE SPACE | | 1,950 |
| | Circulation (30% of net usable area) | | 585 |
| | TOTAL | | 2,535 |
| | TOTAL SPACE NEED | | 9,535 |

ATTACHMENT A – DEPARTMENT SPECIFICATIONS, CONTINUED

Lessor shall provide a “turn-key” build-out to Lessee in accordance with the specifications in this attachment. Lessor shall be responsible for all costs, and assume all cost risks associated with delivery in accordance with the required space program specifications, the terms of the ITN, the Lease Agreement, and all attachments and addenda.

Project Schedule

To measure adequate progress of the turn-key buildout to be provided by the Lessor and in an attempt to prevent untimely set-up and occupancy, the Lessor shall establish a Project Schedule which includes projected dates. Lessor is responsible for working with all contractors to ensure the schedule is updated at all times. The schedule will be used to monitor the progress of the construction and will be addressed at each Construction Meeting and by the Tenant Broker, as necessary. See ITN Attachment B for a schedule example

Final Floor Plans

Final floor plans shall be a joint effort of Department staff and the Lessor. The Lessor shall provide architectural services by a licensed architect to prepare renovation plans. The final floor plan is subject to the Department’s approval and State Fire Marshal review and approval. Department expectations include:

- DESIGN shall maximize the number of exterior window offices and provide natural lighting, to the interior of premises, where possible.
- INTERIOR WALLS extended from floor to ceiling and designed or insulated sufficiently to prevent noise transmission. Perimeter wall defining the Department’s space interior walls of the Server/Data Room shall extend beyond the ceilings to prohibit access through the ceiling crawl space. Reception area walls and conference room(s) shall have chair rail.
- CEILING HEIGHT is to be eight (8) feet minimum. Ceilings may exceed that height if energy efficiency is not adversely affected. Any deviations subject to the Department’s approval.

Monthly Construction Meetings

During the course of construction, mandatory monthly progress meetings will be held at the construction site. The facilities services manager will coordinate and chair this meeting. The successful Proposer and/or his contractor agent shall present:

- updated progress schedule to achieve the desired completion date;
- special problems, remedial actions;
- status of fees, permits, building inspection, violations.

Climate control during set-up

Lessor will provide air-conditioning or heat, as needed, during all hours within the Space while the Department is relocating into the building.

Fire Prevention

Lessor shall conform to all requirements of the State Fire Marshal and shall obtain pre-occupancy inspection and annual inspections by the State Fire Marshal as required by 633.085, Florida Statutes.

ATTACHMENT A – DEPARTMENT SPECIFICATIONS, CONTINUED

Heating, Ventilation and Air Conditioning

Lessor must provide climate control units with adequate ductwork, registers and grills sufficient to uniformly cool and heat the entire leased area. Unit(s) must be equipped with automatic thermostat(s) fitted with tamper-proof covers. Temperatures are expected to be maintained at 75 degrees Fahrenheit during the heating and cooling season. Temperatures may be adjusted periodically to achieve employee comfort. Control thermostats shall be located in areas to achieve proper zone temperature. Prior to set-up and occupancy, Lessor shall contract with a licensed mechanical firm to have the system tested and balanced, and adjusted after occupancy until desired temperatures are achieved. VAV zone boxes shall maintain a minimum air-flow (circulation) of a least 25% after the zone temperature reaches its set point (if applicable). Outside fresh air intake vents, dampers, automatic controls, and power driven systems for fresh air (if applicable) shall be fully operational according to design specifications and shall be located at least fourteen feet above the ground. Carbon dioxide monitors (if applicable) must be calibrated every 5 years at a minimum.

Buildings or spaces older than 10 years, where ductwork has not been retrofitted with ridged air conveyance ductwork (lined or non-lined on the air side), turning vanes, operational control systems on the air side, and air handlers that are to remain in place, must be thoroughly inspected for excessive buildup of dusts and contaminants (i.e., mildew, mold fungi, etc.) by the firm performing the test and balance of the space or building. If excessive buildup of dust, dirt or contaminants is present, the Lessor shall contract with a licensed mechanical firm to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior of the air handlers cleaned properly.

In addition to the initial specifications above, Lessor shall contract to have the entire air conveyance system inspected, calibrated, tested and balanced by a licensed mechanical firm every 5 years and/or after any renovations which effect the system's operation. The scope of work in any contract shall include all the items listed above, and include operating controls, sensors and controls that shall be calibrated, inspection of air handlers, pumps, valves, condensation drain lines, condensation pans, coils, ductwork, dampers, VAV boxes, cooling towers, or anything that has a relationship to the air conveyance or operating control system.

Any firm providing testing and balancing shall provide a report in writing to the Lessor that the above listed items and specifics have been inspected, and are in proper operating order. A copy of this report must be provided to the Lessee prior to set-up and occupancy and after each re-inspection.

The Lessor shall inspect all air handler coils (all layers), condensation drain pans, condensation drain pipes, cooling towers (if applicable), gaskets, or couplings for microbial growth and buildup, due to normal operating conditions, standing water caused by clogs, leaks, etc., on a monthly basis and document any discrepancies. The Lessor shall immediately correct any and all problems to current standards of care with due diligence to prevent possible health problems related to the HVAC system and its operation. Lessor shall inspect fresh air intake vents for any microbial buildup and have them thoroughly cleaned, if necessary. Filters (if applicable) on fresh air intake vents must be cleaned or replaced bi-monthly. The Lessor shall maintain a monthly service record showing the dates the maintenance cleaning and inspection were made and filters were replaced.

Indoor Air Quality Testing

Lessor shall, prior to set-up and occupancy, provide fresh air intake of 20 or more cubic feet per minute per person, as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers). Incoming fresh air is to be pre-conditioned (filtered, moisture removed, heated or cooled). Air filters on air handler equipment shall be at least rated to "MERV-11" by ASHRAE Standard 52. The average interior space relative humidity (rh) shall not exceed 60% rh, and the maximum peak humidity shall not exceed 70% rh. The building envelope shall be maintained to prevent moisture intrusion that may result in micro biological and fungal growth on surfaces, furnishings or interstitial spaces. Building must be under positive atmospheric pressure, as compared to outdoor air at all times of 0.02 to 0.03 inches-water gauge pressure.

ATTACHMENT A – DEPARTMENT SPECIFICATIONS, CONTINUED

Lessor shall ensure the building receives a clean bill of health from an **Indoor Air Quality study** and an **HVAC Hygiene Evaluation** performed prior to move-in by a contractor approved by the Department, and using a scope of work approved by the Department. The report shall be delivered to the Department upon completion without restriction on its use or dissemination. The Department shall be allowed to review the report with the contractor, and request appropriate follow-up information without cost to the Department, prior to set-up and occupancy.

In the event a suspected air quality problem arises during occupancy, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist to determine the cause of the problem. After assessment, if test results indicate that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Department for the costs of conducting such test(s).

Painting and construction shall be conducted under ventilating and occupancy conditions that will not result in indoor air quality complaints.

Hazardous Material

Asbestos: The Lessor shall provide to the Lessee, prior to set-up and occupancy, an acceptable State of Florida or AHERA guideline asbestos survey. Additionally, the Lessor shall provide copies of all asbestos abatement reports, which have taken place in the proposed leased space or building. If asbestos material still exists in the space or building, the Lessor shall have or establish an active Operations and Maintenance (O & M) Plan as recommended by the U.S. Environmental Protection Department (EPA) and State of Florida. The Lessor shall provide a copy of the annual O & M Plan inspection to the Lessee no later than 60 days following the yearly anniversary date.

All friable asbestos containing materials, not enclosed, encapsulated, and in poor condition must be removed from any interior area of the building or space prior to set-up and occupancy. Materials such as floor tile, gaskets, roofing, ceiling tiles, caulking, etc., that are in good condition and/or meet the requirements of Category I and II non-friable ACM under the NESHAP's requirements (U.S. EPA, 40 CFR Part 61, Subpart M) may remain in the building or space providing that it is not disturbed and does not become friable. In the event renovations or carpet replacement causes the asbestos to become friable, the Lessor will be responsible for the cost of removal and/or abatement. The landlord may not capriciously withhold approval of necessary renovations or scheduled carpet replacement.

Should friable asbestos be discovered at any time, the Lessor shall immediately remove the hazardous material at its expense, and reimburse the Department for any and all relocation costs and delays associated with this removal.

Hazardous Substances

- A. The Proposer assures that the proposed site does not contain hazardous substances or electromagnetic fields, whether above or below ground level, and agrees, as Lessor, to prohibit the generation, storage or disposal of hazardous substances above or below ground level. Should hazardous substances be revealed during the term of this lease, the Lessor shall immediately remove material and restore the site in compliance with all applicable regulations, at its expense, and reimburse the Department for any and all relocation costs.
- B. **Radon Gas:** Radon is a naturally occurring radioactive gas. When accumulated in buildings in sufficient quantities, it may present health risks to persons who are exposed to it over 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's public health unit. Prior to move-in, certified proof of radon tests must be provided by Lessor, at its expense, if the space offered is at or below grade level. If radon measurements above 4 C/L are detected, the Lessor shall promptly act, at its expense, to reduce the level to meet the standard. (Radon Hotline: 1-800-543-8279)

Signs

Interior identification:

Lessor must install signs to identify the Department of Economic Opportunity offices at the entrance of each suite (if necessary), and provide directional signs as required.

Other American Disability Act (ADA) compliant, raised letter-signs with braille shall be provided to identify all restrooms (handicap symbol on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms.

Note: All signs must satisfy all ADA requirements, and be posted to identify. All signs must be provided and maintained by Lessor.

Window Covering

Lessor shall ensure exterior windows have blinds or shades to facilitate sunlight and energy control, and that windows receiving direct sunlight shall be tinted or covered with energy saving film.

Floor Coverings All carpeting will be in good condition and not frayed, soiled, or torn. Worn, torn, frayed and soiled carpet will be replaced by Lessor prior to the Department's acceptance of the building. All individual office spaces and conference rooms shall have commercial grade anti-soil carpeting. It is preferred that the lounge areas, reception areas and restrooms be ceramic tiled or covered with non-slip commercial VCT. Non-slip commercial VCT is the preferred flooring for storage areas, file rooms, computer/LAN areas, and mail rooms.

All new VCT and carpeting shall be a color and by a manufacturer acceptable to the Department which will choose from an assortment of at least three samples provided by the Lessor. Carpeting shall be treated to reduce staining and professionally steamed cleaned annually.

Security Requirements

The building will have an Emerge card/badge access security system, each employee will be provided an access card/badge at no expense to the Department during the duration of the lease. The Department will have total control of the system. SECTION MANAGER will be provided with a master key that access all doors within the leased space.

All outside building doors shall be equipped with a keycard/push button type access control system. Loss of power shall not cause loss of access.

Provide a keycard/push button type access control system for all doors entering the Department suite, file, and telecommunication room doors (if applicable). Loss of power shall not cause loss of access. This access control system is to be maintained by the Lessor.

Reception

The interior door leading into the suite off the reception area must have an electronic buzz in system that can be operated by the main receptionist. This door should also be equipped with a card/badge access system for employees to gain entrance without disturbing the receptionist. A standard doorbell should also be installed within the reception area which can be used by visitors should the receptionist be away from the desk.

Lighting

A. All leased space shall have fluorescent lighting to provide a minimum lighting level of:

- 10 foot-candles - halls and corridors
- 30 foot-candles - public rooms
- 50 foot-candles - offices, classrooms, computer rooms and conference rooms

- B. Exterior light level of 1.0 foot candles for parking lot areas (measured with a General Electric-type 214 Light Meter or equivalent – Lessor to provide).
- C. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and Lessor will be responsible for testing monthly.
- D. If multi-story building, stairwells to be equipped with battery pack emergency lighting. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.
- E. Parking lot will be lighted to ensure complete illumination of the parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.

Telephone / Computer Cabling Requirements

Station wire shall consist of 4 pair UTP, 24 AWG, plenum rated Category 6e CMP for voice and data characterized and tested to 350 MHz use which the Lessor/contractor will install in accordance with the following specifications.

The installation shall include 1 station wire run: Category 6e in each office as well as user defined printer locations, libraries, and conference rooms. Conference rooms shall have multiple runs to permit voice and data access as needed. Each cable will originate/terminate from a Cat 6e patch panel, as defined by the Department, and terminate at workstation locations utilizing RJ45 Cat 6e data insert housed in a flush or surface mounted faceplate. Lessor will provide and install equipment racks as determined by the Department. All enclosed offices will require two (2) station runs to each office. There will be one station run to a support a supply room, a file storage room, cafeteria, and a break room. Conference or training rooms will require one run per 100sq ft. of room size.

Lessor will test all existing Cat 6/6e cables. All wiring must be 'plenum rated' to meet or exceed all fire codes and meet IEEE 802.3 specifications. Further, all data cables including patch cables and line cords will adhere to the Cat 6e configuration. The data cables must be tested for Cat-6e communications at a maximum distance of 295 feet. A printout of these cable tests for each line ran is to be submitted to a representative of the information services staff.

Lessor shall provide Category 5e patch cables for LAN rooms, as specified by the Department. And Category 5e line cords for office station computer connections, as specified by the Department.

Station wire shall be home-run from the wall jack location to the nearest designated telecommunications/LAN closet location (see description below). There shall be two (2ft.) of slack in the cable at the office end if the cable is a new install. Slack may be pulled into the ceiling when installing the wall jack assembly. The slack requirement will not apply to existing cabling.

All terminations for the wall jack assemblies and the station connecting blocks shall be in accordance with ANSI/TIA/EIA-568-B-2 standards. The arrangement of station connecting blocks and cables will be in a manner that reflects good workmanship and practices. Wall jacks shall be labeled at the station and the origination point. Jack layout shall reflect a sequence within the floor plan.

Cable installed without conduit in ceiling spaces serving as a return air plenum 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).

Telecommunications Closet / Room

A room within the office suite shall be designated as the telecommunications (LAN) room. Appropriate wiring shall be extended from the building's point of demarcation to the Department's designated LAN room to facilitate circuit connectivity to the telecommunications provider. If the Department is located on multiple floors fiber-optic connectivity will be required between the designated LAN rooms on each floor. If the building design

requires multiple LAN rooms on the same floor due to distance limitations each of the required closets will require fiber-optic connectivity as needed. **Rooms shall be on their own dedicated electrical circuits and two separate dedicated circuits shall be provided for the Main Distribution Frame for redundancy purposes.**

In the LAN room where the racks/patch panels are located, dedicated quad 20 amp outlets connected to the main building ground will be required. A ladder rack will be needed in order to support the cabling coming in to the patch panels. The Department will require a NEMA receptacle installed in close proximity to the data racks. The designated telecommunication rooms shall have their own stand along environmental control system and the temperature shall remain at 72 degrees or less 24 hours a day, 7 days week, 365 days a year. An access control lock system separate from the building system shall be provided to control entrance into the space. The system shall be approved by the Department prior to being installed.

Backboards

The Lessor shall provide a mounted plywood backboard in the designated telecommunications (LAN) closet / room for the installation of such devices as line connecting block, surge protector assemblies, demarcation points, main distribution wire cable, and any other equipment needed for the operation of a telecommunication system. A quad dedicated 20 amp outlet shall be installed for each backboard.

One special note regarding backboard, it will be painted with a fire retardant paint, preferable grey in color.

General:

All cables placed in the ceiling will be placed / supported utilizing category 5 cable support hangers in the ceiling space between the LAN room and the workstations. All cables will be bundled and supported off the ceiling tiles, as well as any and all lighting or electrical fixtures.

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**ATTACHMENT B
CONSTRUCTION PROJECT SCHEDULE
SAMPLE**

| PMC | | | | | January | February | March | April | May | June | | | | | | | | | | | |
|-----|--------------------------------|----------|-------------|-------------|---------|----------|-------|-------|-----|------|---|---|---|---|---|---|---|---|---|---|--|
| ID | Task Name | Duration | Start | Finish | E | P | M | T | F | S | S | M | T | F | S | S | M | T | F | S | |
| 1 | TOTAL PROJECT DURATION | 167 days | Fri 1/1/10 | Mon 8/23/10 | | | | | | | | | | | | | | | | | |
| 2 | LEASE EXECUTION | 30 days | Fri 1/1/10 | Thu 2/11/10 | | | | | | | | | | | | | | | | | |
| 3 | DESIGN DEVELOPMENT | 44 days | Fri 2/12/10 | Wed 4/14/10 | | | | | | | | | | | | | | | | | |
| 4 | ENGAGE ARCHITECT | 1 day | Fri 2/12/10 | Fri 2/12/10 | | | | | | | | | | | | | | | | | |
| 5 | TEST FIT AND FINISH PLANS | 5 days | Mon 2/15/10 | Fri 2/19/10 | | | | | | | | | | | | | | | | | |
| 6 | TEST FIT APPROVAL | 3 days | Mon 2/22/10 | Wed 2/24/10 | | | | | | | | | | | | | | | | | |
| 7 | FINISH PLAN APPROVAL | 3 days | Mon 2/22/10 | Wed 2/24/10 | | | | | | | | | | | | | | | | | |
| 8 | FURNITURE PLAN | 3 days | Mon 2/22/10 | Wed 2/24/10 | | | | | | | | | | | | | | | | | |
| 9 | CD'S (ARCH & ENGINEER) | 30 days | Thu 2/25/10 | Wed 4/7/10 | | | | | | | | | | | | | | | | | |
| 10 | CD'S TO LL FOR APPROVAL | 5 days | Thu 4/8/10 | Wed 4/14/10 | | | | | | | | | | | | | | | | | |
| 11 | BUDGET APPROVAL | 5 days | Fri 2/12/10 | Thu 2/18/10 | | | | | | | | | | | | | | | | | |
| 12 | SUBMIT HIGH LEVEL BUDGET | 2 days | Fri 2/12/10 | Mon 2/15/10 | | | | | | | | | | | | | | | | | |
| 13 | HIGH LEVEL BUDGET APPROVAL | 3 days | Tue 2/16/10 | Thu 2/18/10 | | | | | | | | | | | | | | | | | |
| 14 | PURCHASE ORDERS | 84 days | Fri 2/19/10 | Wed 5/19/10 | | | | | | | | | | | | | | | | | |
| 15 | ORDER CARPET | 35 days | Thu 4/29/10 | Wed 6/16/10 | | | | | | | | | | | | | | | | | |
| 16 | ORDER IT EQUIPMENT | 35 days | Thu 2/25/10 | Wed 4/14/10 | | | | | | | | | | | | | | | | | |
| 17 | ORDER SIGNAGE | 60 days | Fri 2/19/10 | Thu 5/13/10 | | | | | | | | | | | | | | | | | |
| 18 | ORDER WALL COVERING | 35 days | Thu 4/29/10 | Wed 6/16/10 | | | | | | | | | | | | | | | | | |
| 19 | ORDER FURNITURE | 40 days | Thu 2/25/10 | Wed 4/21/10 | | | | | | | | | | | | | | | | | |
| 20 | CONSTRUCTION | 95 days | Thu 4/8/10 | Wed 8/18/10 | | | | | | | | | | | | | | | | | |
| 21 | GC RECEIVES CD'S FOR PRICING | 1 day | Thu 4/8/10 | Thu 4/8/10 | | | | | | | | | | | | | | | | | |
| 22 | GC BIDS | 8 days | Fri 4/9/10 | Tue 4/20/10 | | | | | | | | | | | | | | | | | |
| 23 | GC SUBMITS PROPOSAL | 1 day | Wed 4/21/10 | Wed 4/21/10 | | | | | | | | | | | | | | | | | |
| 24 | AWARD (SUBS) CONTRACT | 5 days | Thu 4/22/10 | Wed 4/28/10 | | | | | | | | | | | | | | | | | |
| 25 | GC SUBMITS PERMIT/PERMIT REC | 45 days | Thu 4/29/10 | Wed 6/30/10 | | | | | | | | | | | | | | | | | |
| 26 | GC/SUB MOBILIZATION | 1 day | Thu 7/1/10 | Thu 7/1/10 | | | | | | | | | | | | | | | | | |
| 27 | NEW CONSTRUCTION | 30 days | Fri 7/2/10 | Thu 8/12/10 | | | | | | | | | | | | | | | | | |
| 28 | FINAL INSPECTIONS | 4 days | Fri 8/13/10 | Wed 8/18/10 | | | | | | | | | | | | | | | | | |
| 29 | FINAL INSTALLATIONS | 7 days | Fri 8/13/10 | Mon 8/23/10 | | | | | | | | | | | | | | | | | |
| 30 | IT INSTALLATION (VOICE & DATA) | 3 days | Thu 8/19/10 | Mon 8/23/10 | | | | | | | | | | | | | | | | | |
| 31 | SIGNAGE INSTALLATION | 4 days | Fri 8/13/10 | Wed 8/18/10 | | | | | | | | | | | | | | | | | |
| 32 | FURNITURE INSTALLATION | 2 days | Thu 8/19/10 | Fri 8/20/10 | | | | | | | | | | | | | | | | | |
| 33 | SET UP COMPUTERS | 1 day | Mon 8/23/10 | Mon 8/23/10 | | | | | | | | | | | | | | | | | |
| 34 | OPERATIONAL DATE | 1 day | Tue 8/24/10 | Tue 8/24/10 | | | | | | | | | | | | | | | | | |

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

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

Lessee Initial: _____

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

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

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

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

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

Lease Number: _____

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

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

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

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

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

**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 and make the leased premises available in the time and manner specified in the Invitation to Negotiate, liquidated damages in the amount of \$687.67 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the Lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the Lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

Lessor:

Lessee:

Lessor Signature

Lessee Signature



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

JANITORIAL & MAINTENANCE SERVICES ADDENDUM

ADDENDUM: _____

LEASE NUMBER: _____

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

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

| FLOORS | |
|--|---|
| DAILY: | Carpeted areas – Vacuum. Non-carpeted areas – Dust mop. Remove gum and other materials. Spot damp mop to remove stains or spots. |
| WEEKLY: | Non-Carpeted areas – Damp mop and spray buff. |
| SEMI-ANNUALLY: | Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates. |
| | Strip, reseal and wax all normally waxed floors. |
| ANNUALLY: | Machine clean all carpets throughout the facility. |
| WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC. | |
| WEEKLY: | Spot clean. |
| | Clean light switch plates and surrounding wall areas. |
| | Dust windowsills, ledges, fixtures, etc. |
| MONTHLY: | Dust or vacuum HVAC registers. |
| ANNUALLY: | Clean all light fixture diffuses and dust light bulbs. |
| WINDOWS AND GLASS | |
| DAILY: | Spot clean entrances and vicinity glass both in and outside. |
| | Spot clean directory and internal glass or windows. |
| SEMI-ANNUALLY: | Clean inside of external windows. |
| WATER FOUNTAINS | |
| DAILY: | Clean and sanitize. |
| | Replenish supply of disposable cups (if applicable). |
| FURNISHINGS | |
| AS NEEDED, BUT AT LEAST WEEKLY: | Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains. |
| SEMI-ANNUALLY: | Vacuum all drapes, venetian blinds, or curtains. |

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

| TRASH AND REFUSE | |
|---|---|
| DAILY: | Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc. |
| CIGARETTE URNS AND ASHTRAYS | |
| DAILY: | Empty and clean all cigarette urns. Empty and damp wipe all ashtrays. |
| ELEVATORS – (If Applicable) | |
| DAILY: | If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels. |
| WEEKLY: | Vacuum door tracks. Damp mop floors and spray buff if not carpeted. |
| STAIRWELLS (If Applicable) | |
| DAILY: | Remove accumulated trash. Spot sweep as required. |
| WEEKLY: | Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors. |
| RESTROOMS | |
| DAILY: | Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers. Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units. |
| MONTHLY: | Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color. |
| LOUNGE AND KITCHEN AREAS (If Applicable) | |
| DAILY: | Clean and sanitize sinks and counter areas. |
| EXTERIOR | |
| DAILY: | Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash. |
| WEEKLY: | Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc. |
| PEST CONTROL | |
| MONTHLY: | Interior and exterior as needed. |

MAINTENANCE SERVICES

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

In providing any or all of the before mentioned services:

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

(x) _____
Lessee Signature

Name /Title

Date

(x) _____
Lessor Signature

Name/Title

Date

(SEAL)



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)



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

ADDENDUM _____

LEASE NUMBER: _____

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

1. **Indoor Air Ventilation & Minimum Moisture Standards:**
 Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2002. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.

2. **Service & Filtration of HVAC Systems & Mold Growth:**
 To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2006, Assessment, Cleaning and Restoration of HVAC Systems. . Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.

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

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

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

5. Indoor Air Quality Test and Remediation Prior to Lease Commencement

Lessor agrees to conduct an indoor environmental quality evaluation of the leased premises prior to the commencement of the lease. This test shall be performed by a licensed industrial hygienist. The Lessor agrees to provide the Lessee with a copy of the licensed industrial hygienist's final report. After assessment, if the test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation prior to the commencement of the lease.

LESSEE:

LESSOR:

Date

Date

**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% |

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

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

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

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

Lease Number: _____

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____

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

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

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

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 FLAIR – Journal Transfer. Please make check or money order payable to the Department of Financial Services. Fill in the memo portion with "SFM Plans Review fee" and return payment with invoice.

WHAT TO SUBMIT:

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

If Sending By Regular Mail

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

If Sending By Overnight Service

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

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, furr, 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, furr, 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:

1. 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.
2. Verify hazard classification (light, ordinary, special occupancy, etc.).
3. Verify the design criteria (density/sq. ft. over the hydraulic design area).
4. Verify the location of the area calculated (most hydraulically demanding is not always the most physically remote)
5. 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.
6. Verify the densities (sprinklers flowing at or above minimum required flow rate).
7. Verify the pipe sizes, lengths, equivalent lengths of fittings, and flow paths (account for all pressure losses).
8. Verify the hose demand.
9. 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:

1. Sprinklers, pipes, valves, pressure-reducing devices, flow switches, backflow preventers, water meters (all system devices effecting hydraulic design, whether existing or proposed).
2. 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

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

| | | |
|--|---|--|
| 1. TYPE OF SUBMITTAL | 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: | |
| 2. PROJECT NAME OR DESCRIPTION | | |
| 3. CONTACT INFORMATION | | |
| a. Applicant's Name: | Email: | Phone: |
| b. State Agency Contact: | Email: | Phone: |
| c. Architect of Record: | Email: | Phone: |
| d. Engineer of Record for Fire Alarm System: | Email: | Phone: |
| e. Engineer of Record for Fire Sprinkler System: | Email: | Phone: |
| 4. BUILDING INFORMATION | a. <input type="checkbox"/> State Owned* | b. <input type="checkbox"/> State-Leased,** lease #: |
| | c. Design or State Agency Project #: | |
| | d. Project Square Footage: | e. State Agency or University: |
| | f. Building Name: | g. Building #: |
| | h. Building Street Address: | |
| | i. City/State/Zip: | j. County: |
| | k. NFPA Occupancy Type: (check all that apply) | |
| | Ambulatory Health Care <input type="checkbox"/> | Apartments <input type="checkbox"/> |
| | Detention and Correctional <input type="checkbox"/> | Day-Care <input type="checkbox"/> |
| | One and Two Family <input type="checkbox"/> | Mercantile <input type="checkbox"/> |
| | Hotels and Dormitories <input type="checkbox"/> | Health Care <input type="checkbox"/> |
| | Lodging or Rooming Houses <input type="checkbox"/> | Business <input type="checkbox"/> |
| | Residential Board and Care <input type="checkbox"/> | Industrial <input type="checkbox"/> |
| | Storage <input type="checkbox"/> | Assembly <input type="checkbox"/> |
| | l. Is this a change in occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No | m. FBC Construction Type: |
| n. Building Height: | o. Number of Stories: | |
| p. Life Safety Systems: (check all that apply) <input type="checkbox"/> Fire Alarm System <input type="checkbox"/> Fire Sprinkler <input type="checkbox"/> Standpipe <input type="checkbox"/> Other: | | |
| q. Estimated Construction Cost (not including the cost of land, site improvement, civil work or furniture and equipment): | | |

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: _____

TYPE OF INSPECTION (CIRCLE APPROPRIATE ONE)

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

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") Department of Economic Opportunity, And ("Tenant Broker") Savills Studley Occupier Services.

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

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

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

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

New Leases:

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

Warehouse/Storage/Hangar:

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

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

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

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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: _____

 To Owner: _____

 To Tenant: _____

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

AGREED AND ACCEPTED this ____ day of _____, 20____

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

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

**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. 400:0072

with the State of Florida, Department of Economic Opportunity,

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 Economic Opportunity.

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:

