

**STATE OF FLORIDA**  
**DEPARTMENT OF CORRECTIONS**  
**QUOTE SUBMITTAL PACKAGE (QSP)**  
**700:1179**

**GAINESVILLE WEST PROBATION AND PAROLE OFFICE**  
**GAINESVILLE, FLORIDA**

The Department of Corrections, Division of Community Corrections, will be accepting quote submittals for lease space in an existing building to be utilized as a Probation and Parole Office in the **City of Gainesville (Alachua County), Florida**. Offered space must be within or abutting boundaries as specified in **Attachment B**.

The Department has authorized **CBRE, Inc.** to be its' exclusive representative for this solicitation for lease of office space. Questions and matters related to this lease space requirement and the Quote Submittal Package solicitation must be submitted in writing only to the Departments' authorized broker identified below:

David Hulsey  
CBRE, Inc.  
Email: [david@tbsfl.com](mailto:david@tbsfl.com)

Offers under this Quote Submittal shall be received by the Department's Issuing Officer at the below address to no later than **10:00 AM (EST)** on **November 30, 2017**.

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

**Florida Department of Corrections**  
**Division of Facilities Management & Building Construction**  
**ATTN: Richard Roesler - Leasing Section M35S**  
**501 South Calhoun Street**  
**Tallahassee, Florida 32399-2500**

**Submissions must include:**

- The original and two copies of the Offer;
- Two electronic copies in .pdf format (on CD-ROMs);
- Submission must be in a sealed envelope (or other sealed/suitable package);
- Clearly mark the outside of the sealed envelope with the referenced QSP (**QSP 700:1179**).

Submittals which are late, unsealed, missing, and Offers which are deemed by the Agency (in the Agency's sole discretion), to be substantially incomplete, inaccurate, vague, or illegible are not the responsibility of the State and will not be considered. Once received, all Offers and attachments shall become the property of the State of Florida exclusively and will not be returned.

Offers under this QSP will be opened by the Department's Issuing Officer at the above address at **10:30 AM (EST) on November 30, 2017.**

**1. SUBMISSION OF MULTIPLE OFFERS**

If an Offeror has more than one site to be offered under this QSP, he/she may submit a complete Quote Submittal Package for each site in a separate sealed envelope. All terms and conditions required by this QSP are applicable for each Offer.

**2. DESCRIPTION AND LOCATION OF THE PROPOSED SPACE:**

The Agency is seeking 4,504 (minimum) to 4,729 (maximum) square feet of net rentable space. Each Offer must specify the total net rentable square feet of space which is offered and the address of the proposed space. The total of net rentable square feet offered must be within the minimum/maximum range stated herein. Additional net rentable square footage, if available, may be offered as 'rent-free' space at the Offeror's option.

- **Specify the total net rentable square feet offered in the Proposed Space** (within the acceptable range of 4,504 (minimum) to 4,729 (maximum) square feet: \_\_\_\_\_  
(Net Rentable SF Offered)

(and),

- **Specify the total net rentable 'rent-free' square feet offered:** \_\_\_\_\_  
(Rent-free Net Rentable SF Offered)

- **Specify the Location Address of proposed space:**

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Floor of Building

\_\_\_\_\_  
Suite / Rooms (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and Zip Code

**3. TYPE OF SPACE REQUIRED – EXISTING BUILDING**

The offered space must be an existing building in order to be considered. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place at the time of the submittal of the Reply. The offered space shall be of a condition suitable to be occupied, and/or renovated, for occupancy rather than be subject to replacement.

The total square footage proposed must be on a single floor with contiguous access within the proposed space.

**4. LEASE EFFECTIVE DATE – November 1, 2018**

The Proposed Lease effective date shall be November 1, 2018. Should the successful Offeror fail to make the space available by the specified effective date, the amount of \$660.00 will be charged for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than sixty (60) days, the Agency shall have the right to terminate the intent to lease and/or the lease agreement.

**Offeror/Lessor agrees to mark the proposed space available for occupancy by the Lease Commencement Date (use an X to make one of the following):** YES \_\_\_\_\_ NO \_\_\_\_\_

The space is to be completed and made available for pre-occupancy on **October 25, 2018** (five (5) business days prior to the November 1, 2018 effective date), at no charge to the Department, in order for the Department to move office equipment/furniture/services and to operate in the premises.

**Offeror/Lessor agrees to make the proposed space available for occupancy and ready-to-operate on October 25, 2018. (use an X to mark one of the following):** YES \_\_\_\_\_ NO \_\_\_\_\_

**5. INITIAL (BASE) TERM AND RENEWAL OPTIONS**

The Initial (base) term of this requirement will be **seven (7)** years from occupancy with **two (2) renewal options for five (5) years each**. Indicate below that the proposed space will be available to the Department throughout the Initial Term and the Renewal Option terms specified.

YES \_\_\_\_\_ NO \_\_\_\_\_

**6. PERMITTED USE - ZONING**

Offerors shall submit a letter from the local zoning jurisdiction which verifies the offered space meets all zoning requirements, regulations, ordinances, and local and state zoning laws for the specific intended use as **a Department of Corrections' Probation and Parole Office** which includes general office purposes as well as appropriate appurtenant uses such as cafeteria, training areas, vending, computer rooms, etc. This Probation and Parole Office will supervise high-risk offenders (see Item 2, page 14).

- **The permitted/zoning letter must be on business letterhead of the Zoning Department of the applicable local jurisdiction,**
- **Specify intended use as a Florida Department of Corrections' Probation and Parole Office,**
- **Identify the physical address of the proposed space and the signature of an authorized officer of the Zoning Department.**
- **The zoning verification is required to be submitted with the Offer.**

**Offeror agrees and acknowledges that the use of the Proposed Space as described it is compliant with all laws. A letter from the local Zoning Department is provided as documentation with the Offer: (use an X to mark one of the following):** YES \_\_\_\_\_ NO \_\_\_\_\_

**7. LEASE**

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

**8. CONTROL OF PROPERTY**

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

- **Control of Property** – For a Reply to be responsive, it must be submitted by one of the entities listed below, and the offer must include supporting documentation proving such status. This requirement applies to the building (or structure) and the proposed parking area(s). The parking area(s) include the area of ingress and egress of same.
- **The owner of record of the facility and parking area** – Submit a copy of the deed(s) evidencing clear title to the property proposed.
- **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and the parking areas thru the term of the base lease and all renewal option terms.
- **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney (Attachment L) 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 term and any renewal option terms 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 the reply to this proposal.
- **Certification** – each Offeror shall complete the **Certification** and provide proof of authority.

**9. ATTACHMENTS**

Offerors participating in the solicitation process for this Quote Submittal Package must be familiar and agree to comply with the requirements of the Attachments listed below. The required Attachments are available online at: [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/vbs_www.main_menu) and titled “QSP 700:1179”.

- **Attachment A** - Agency Specifications
- **Attachment B** - Boundaries – Details the boundaries within which all Proposed Space must be located.
- **Attachment C** - Lease Agreement – This State Form Lease is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is a basic standard lease form. Other terms and conditions may be required by the State in order for a lease to be consummated.
- **Attachment D** - Disclosure Statement – Each Offeror must complete and return with the Quote.
- **Attachment E** - Division of State Fire Marshal, Plans Review Fees, Procedures and Requirements - This attachment provides general directives with regard to the Offeror’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 requirements for the Proposed Space. The Offeror selected for award under this QSP shall comply with this requirement before final approval of the lease agreement.
- **Attachment G** - Doing Business with the State of Florida
- **Attachment H** - Standard Method of Space Measurement
- **Attachment I** - General Layout of a Probation and Parole Office
- **Attachment J** - Business Reference Checklist. Offeror must complete and return with the Quote.
- **Attachment K** - Commission Agreement (Tenant Broker) – At the time of submittal of a Reply, Offeror shall agree to execute a Commission Agreement within fifteen (15) business days of notification of award. All signatures on the tenant Broker Commission Agreement must be ‘originals’.
- **Attachment L** – Special Power of Attorney (if applicable), must be completed and executed by the owner and returned with the Reply.

Each Offeror should read and understand each Attachment in its entirety prior to submittal of an offer under the QSP. Additionally, should an Offeror’s Proposed Space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in these Attachments and/or shall be required to complete and provide the information required in any such Attachment(s).

**10. ANTENNA ROOF RIGHTS**

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

**11. SERVICES**

**The successful Offeror shall furnish all services.** Services provided by the Offeror shall include all necessary build-out and cleanup and shall provide the Agency with a clean, ready to operate space. Services shall also include payment of

utilities, trash removal, storm water fees, recycling service, interior, common area and exterior maintenance, janitorial services (labor and supplies), monthly pest control, security, and other services as provided for in the Quote Submittal Package (QSP) and the State of Florida Lease Agreement and Addenda.

The successful Offeror will provide the lease space to the Agency (Lessee) for its' exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Agency will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding State holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Agency. Services are to be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee).

## **12. OTHER TENANTS**

If the offered space and/or parking spaces (or any portion of either), is presently occupied or will be covered by an active lease(s) at the specified need date of this QSP, the Offeror shall submit written documentation with the Reply of the tenant(s) acknowledgement of the Offeror's proposal and the tenant's ability to vacate the premises by October 25, 2018 (five days prior to the lease effective date of November 1, 2018). (see Item 4, pages 2-3).

**Offeror agrees to disclose, with the Reply, other tenant arrangements of the proposed office space and proposed parking spaces and that such tenant arrangements shall not impact the availability of the offered space, parking, or any part thereof, to the Agency by the specified need date of October 25, 2018. (use an X to mark one of the following):**

YES \_\_\_\_\_ NO \_\_\_\_\_

## **13. FEDERAL, STATE AND THE LOCAL REQUIREMENTS**

The building owner shall comply with all of the applicable provisions of the Federal Occupational Safety and Health Act, the Federal Communications Act, the National Electrical Code, and all other applicable laws, regulations, codes, ordinances and rules of any governmental entities that have jurisdiction. The Offeror agrees to reimburse, indemnify, defend, and hold harmless, the Agency for any and all losses, expenses, and damages, including but not limited to attorney's fees and costs, arising from the violation of any laws, regulations, codes, ordinances and rules.

## **14. OCCUPANCY AND PAYMENT**

**Occupancy of the premises and remittance of the lease payments are contingent upon:**

- A. The delivery of an issued Certificate of Occupancy to the Agency.
- B. A final acceptance issued by the State Fire Marshal.
- C. All installations are operational and complete to the satisfaction of the Agency.
- D. Completion of the Pre-Occupancy Inspection Checklist performed by a designated Department staff member.
- E. DMS approval or acceptance of lease agreement.

**Note:** The specified date for Certificate of Occupancy is identified as October 25, 2018. (see Item 4 - Lease Effective Date (pages 2-3).

## **15. EMERGENCY REPAIRS**

Upon occupancy, the Offeror will provide the Agency with the name(s) of contact person(s) who will be available 24 hours a day for notices to service or repair glass, plumbing, HVAC, roofing, hardware (locks), electrical, etc.

## **16. INTERIOR SPACE PLANNING – FLOOR PLANS - SUBMIT WITH OFFER**

A) Each Offer shall include a floor plan, drawn to scale (Example: ¼" or ½" = 1'0") showing present configurations with verified square footage measurements and a summary of square footage measurements and square footage calculations to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet.

B) **In addition**, each Offer shall include a ‘test fit’ floor plan, drawn to scale (Example: ¼ or ½” = 1’0”) of the proposed space. The ‘test fit’ floor plan shall delineate space utilization consistent with Item 13 – Space Requirements (page 19). The floor plan shall include square footage measurements and square footage calculations summary to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet.

**17. PROVISIONS**

As to each of the provisions and/or conditions of this proposal, time is of the essence. The parties agree and **stipulate** that this Quote Submittal Package and the executed lease with any and all attachments to this lease, upon execution by each of the parties shall constitute the entire agreement between the parties. No prior agreement, whether written or oral, and no subsequent agreement shall be valid or binding upon the parties unless each of the parties executes a written agreement reflecting the terms and/or conditions to be added or modified to the lease/contract. Both parties expressly state that the terms and conditions contained herein, with the terms and conditions set forth within the attachments, constitute the complete and total terms of the agreement. In the event of any litigation, the parties agree and stipulate that venue shall be in **Leon County, Florida**.

The Offeror agrees that its’ proposal shall remain valid for a period of **thirty (30) days from the date the Department’s Notice of Award is posted on the State’s Vendor Bid System (VBS)**. Any offer submitted to the Agency, pursuant to this Quote Submittal Package, must be held open and valid in all respects for this period, at any time during which the Agency may accept the offer and the Offeror agree to enter into the Lease Agreement **700:1179** which includes Attachment C, Standard Lease Agreement Form FM 4054 and all Addendums to the Lease Agreement as referenced herein. **The successful Offeror shall agree to enter into a lease agreement using the Florida Department of Management Services’ Standard Lease Agreement Form FM 4054 [Attachment C - Do not complete]. Offeror is responsible for reading the Lease Agreement Form, including Addendums thereto, and be familiar with all aspects of its contents.**

**18. EQUAL OPPORTUNITY EMPLOYER**

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

**19. COMMISSION AGREEMENT (TENANT BROKER)**

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

**20. PUBLIC ENTITY CRIME STATEMENT**

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

**21. SALES TAX**

The Offeror will not be exempted from the state sales tax on materials to be used in construction. The Offeror is solely responsible for the payment of all applicable taxes, permits and certificates required.

**22. 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.

**23. AMENDMENTS/REVISIONS AND NOTICES**

This QSP (700:1179) and future amendments/revisions and notices related to the QSP will be available and accessible thru the State’s Vendor Bid System (VBS) link: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)

It is the sole responsibility of interested individuals to check the VBS site for future amendments/revisions applicable and to give appropriate consideration when submitting an Offer for this QSP 700:1179.

**24. PROPOSED FULL SERVICE (GROSS) RENTAL RATES**

The Offeror/Lessor shall provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all remodeling renovations and/or construction (tenant improvements), 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 of additional expenses.

The State is exempt from sales tax on all rent payments.

The present value discount rate to be used in evaluating the base term of the proposals received is 2.14%.

- 1. The Department will only accept flat rental rates for the Initial (Base) lease term. Any offers received that reflect escalator clauses and/or escalator rates will be rejected and deemed non-responsive.

**Provide the proposed Full Service rent for each year of the Initial (Base) Term below:**

INITIAL (BASE) TERM	NET RENTABLE SQUARE FEET	RENTAL RATE PER SF	ANNUAL RENTAL RATE (Rate \$/SF x Net SF)
Year 1 thru Year 7			

- 2. The Department will only accept flat rental rates for each of the two (2) five-year Renewal Option Terms. Any offers received that reflect escalator clauses and/or escalator rates will be rejected and deemed non-responsive.

**Provide the proposed Full Service rent for each of the two (2) five-year Renewal Option Terms as specified below:**

RENEWAL OPTION 1	NET RENTABLE SQUARE FEET	RENTAL RATE PER SF	ANNUAL RENTAL RATE (Rate \$/SF x Net SF)
Year 1 thru Year 5			

RENEWAL OPTION 2	NET RENTABLE SQUARE FEET	RENTAL RATE PER SF	ANNUAL RENTAL RATE (Rate \$/SF x Net SF)
Year 1 thru Year 5			

**25. OFFICIAL CONTACT INFORMATION – OFFEROR**

Each Offeror must provide the below contact information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**CERTIFICATION**

Each Offer must be signed by the owner(s), corporate officers of the owner or the legal representative(s) of the owner. The corporate, trade or partnership name must be either stamped, written or typewritten, beside the actual signature(s).

**If an Offer is signed by a corporate officer or agent of the owner, written evidence of authority must accompany the submittal. If a corporation foreign to the State of Florida is the owner, written evidence of authority to conduct business in Florida must accompany the Reply.**

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

\_\_\_\_\_  
**Offeror's Name**

\_\_\_\_\_  
**Prospective Lessor's Name**

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print or type title)

\_\_\_\_\_  
Relationship to Owner



## ATTACHMENTS A – L TABLE OF CONTENTS

Attachment A ----- Agency Specifications

Attachment B ----- Boundaries

Attachment C -----Standard Lease Agreement with Addendums A, B, C, D & E

Addendum A - Janitorial Services

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Addendum C - Employment Eligibility Verification

Addendum D – Indoor Air Quality

Addendum E - Additional Lease Terms

**\*Information Only - Do not complete**

Attachment D -----Disclosure Statement

**\*Required - Complete and submit with Offer**

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

**\*Required – Must be completed by the ‘selected’ Offeror prior to Lease execution**

Attachment F-----Energy Performance Analysis

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

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

**\*Information-References for Vendor Registration (MFMP); filing a W-9; and Direct Deposit.  
The ‘selected’ Offeror must comply with applicable registrations prior to Lease execution.**

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

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

Attachment I -----General Layout of a Probation and Parole Circuit Administrative Office

Attachment J -----Business References of Offeror

**\*Required - Complete and submit with Proposal**

Attachment K -----Commission Agreement (Tenant Broker)

**\*Do not Complete**

Attachment L----- Special Power of Attorney

**If applicable, must be completed, executed by the Owner and returned with the offer**

Documents Checklist (Pages 10– 11): Offeror shall review, complete and, if applicable, provide documentation identified in phase I with the Reply in order for the Reply to be responsive. Failure of the Offeror, who is selected for award, to provide documentation/ requirements as specified in each phase II and III may result in determination that the Offer is non-responsive.

# DOCUMENTS CHECKLIST- QSP OFFER

## PHASE 1 - SUBMITTAL

### **I. MANDATORY DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE OFFER**

Failure to provide the mandatory documents specified below shall deem the Offer as Non-Responsive and the Offer will not receive further consideration.

- Offeror's Initials** – Initial at the bottom of each page as indicated to acknowledge understanding of the requirements and agreement to comply
- Completed QSP Packet** – Complete Pages 1–8 and provide signed Certification (page 8)
- Control of Property (Proof of Authority)** – For a reply to be responsive, it must be submitted by one of the entities listed and must include supporting documentation proving such status. This requirement applies to the building (structure), the proposed parking area(s), and the area(s) of ingress and egress thereto (Item 8, pages 3-4).
- Official Contact Information of Offeror** – Provide the contact information of the Offeror (Item 25, page 7)
- Interior Space Planning** (Item 16, pages 5-6):
  - (A) **Present Configuration**: Provide floor plan, drawn to scale (Example: ¼ or ½” = 1’0”) showing present configurations with verified square footage measurements and a summary of square footage measurements and square footage calculations to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet.
  - (B) **'Test Fit' Floor Plan**: include a ‘test fit’ floor plan, drawn to scale (Example: ¼ or ½” = 1’0”) of the proposed space. The ‘test fit’ floor plan shall delineate space utilization consistent with Item 13 – Space Requirements (page 19). The floor plan shall include square footage measurements and square footage calculations summary to include: (a) total gross square feet, (b) total non-usable square feet and (c) total net usable square feet.
- Other Tenants** – (Item 12, page 5): *If applicable*, written documentation acknowledging tenant’s knowledge of the Offeror’s proposal and tenant’s ability to vacate the offered space and/or parking by the proposed date, or earlier, shall be included with the Reply.
- Review Attachment A – Agency Specifications** - Initial at the bottom of each page as indicated to acknowledge understanding of the requirements and agreement to comply (pages 12-32).
- Zoning Letter**: Letter from local Zoning Authority stating the property offered is suitably zoned for a Department of Corrections’ Probation and Parole Administrative Office as the specified intended use (see Item 2, page 14)
- Visual Material**: One set of clear photographs (4’ x 6”) or architect’s renderings showing exterior, front, sides and rear of the offered facility (see Item 4, page 14) and Item 24, Exterior Finishes-Selected Building (page 23).
- Public Transportation**: Bus/transit route and schedules which serves the location offered (Item 6, page 15).
- Parking**: A notarized statement from the Offeror certifying the availability and agreement to provide the needed parking spaces for use by the Department including number of spaces to be provided and the number of parking spaces per net rentable square feet as required by the local zoning jurisdiction (see Item 7-A, page 15)
- Parking**: If the facility has other tenants, provide a statement indicating the number of parking spaces obligated to each tenant based on their current/future lease agreement (see Item 7-B, page 15).
- Parking**: Site plan and four (4) copies of the parking lot(s) identifying the parking spaces that will be provided to the Agency for its exclusive use and the parking spaces assigned to other (identified) tenants (see Item 7-C, page 15).
- Review Attachment B – Boundaries and provide a map** indicating the location of the proposed property in relation to the boundaries identified in this Attachment B (pages 33-34).

- Review Attachment C – Lease Agreement with Addenda A – E (pages 35 - 51) and remaining Attachments D - L (pages 52-84):** Offeror’s initials at the bottom of each page (pages 35 – 84) evidencing Offeror’s acknowledgement and agreement to comply is required.
- Completed Attachment D – Disclosure Statement** (pages 52-54).
- Completed Attachment J – Business References** (pages 77-79).
- Completed Attachment L – Special Power of Attorney** (if applicable) (pages 83-84)
- SUBMITTAL:** Return one (1) original and (2) copies of the written Offer plus two (2) CDs.

**USE THE ABOVE CHECKLIST TO CONFIRM ITEMS SPECIFIED ABOVE (PHASE I – SUBMITTAL), WHERE APPLICABLE, ARE INCLUDED WITH THE SUBMITTAL.**

## **PHASE II – AWARDED OFFEROR**

### **II. ADDITIONAL DOCUMENTS REQUIRED FROM THE OFFEROR WHICH IS SELECTED FOR AWARD OF THE QSP**

1. **Tenant Broker Commission Agreement** (Attachment K) (pages 80-82) – the **successful** Offeror shall complete and execute a Tenant Broker Commission Agreement within **fifteen (15)** business days of notification of award. All signatures on the Tenant Broker Commission Agreement must be ‘originals’.
2. **Test Fit A/E Plans** – Within **fifteen (15)** business days of notification of award, the **successful** Offeror shall submit ‘test fit’ A/E plans in accordance with Item 9, General Building Requirements, A (1) (page 16) and Attachment H – Standard Method of Space Measurement (pages 71-74).
3. **Final Design A/E Plans** – Within fifteen (15) business days after the Department’s approval and acceptance of the space use and design plans, the **successful** Offeror shall submit ‘final’ A/E plan(s). The A/E plans shall be drawn to scale (example: ¼” or ½” = 1’0”), in accordance with Item 9, General Building Requirements, A-2 (page 16) and Attachment H – Standard Method of Space Measurement (pages 71-74).

## **PHASE III – LEASE AGREEMENT**

### **III. ADDITIONAL DOCUMENTS REQUIRED FOR LEASE AGREEMENT PREPARATION AND EXECUTION**

1. **Attachment E – State Fire Marshal Plans (and) American with Disabilities (ADA) Compliancy** – the **successful** Offeror to prepare and submit A/E plans and obtain SFM approval in order for the Lease Agreement to be accepted and approved. The SFM plans shall be based on final design/layout and construction as approved between Offeror and the Department of Corrections.

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

(Also see Item 9, General Building Requirements; Item B - State Fire Marshal (SFM) Plans; and Item D – ADA Compliance (pages 15-17) **and** Article 7, Accessibility and Alternations of the Standard Lease Agreement (Attachment C) (page 39).

2. **Attachment F – Energy Performance Analysis (EPA)** (page 63-66) – The Offeror selected for award under this QSP shall comply with this requirement before the lease agreement can receive final approval/execution. The Department shall be provided a copy of Offeror’s submitted energy report and the accompanying approval by the Department of Management Services’ EPA Review Officer.

# ATTACHMENT A

## AGENCY SPECIFICATIONS

## AGENCY SPECIFICATIONS

### 1. LOCATION OF SPACE

The Department requires that proposed sites be located, at a minimum, **250** feet from any of the following:

- 1) a school for children in grade 12 or lower;
- 2) a licensed day care center;
- 3) a children’s park or playground; or
- 4) a youth center

In no event will a proposed site be accepted if it is within **250** feet of any of the aforementioned facilities. Any proposed site determined to be located within **250** feet of these premises will render the proposal non-responsive and the proposal will be rejected.

Sites that are located **1,000** feet or more from the above-stated locations are preferred. The Department may accept sites more than 250 feet but less than **1,000** feet of any of the above locations, if to do so is in the best interest of the Department and the State of Florida.

**Note: if proposed space is located within boundary area specified in Attachment B, the Offeror shall mark the location of the site on a map and include the map with the proposal.**

#### Additional Requirements Regarding Location

In accordance with Section 945.28, Florida Statutes, the Department must publish the location of property it intends to lease for Probation and Parole office space and if the property is located within one quarter mile (1320 feet) of any of the below-listed facilities. The Department shall also provide written notification thereof to the county or city administrator(s) at least thirty (30) days prior to signing a lease agreement.

*To provide information to accomplish the above task, Offeror shall indicate in Column A (YES or NO) whether the proposed office space is located within one quarter mile (1,320 feet) of any of the following facilities. If you answered YES to any item in Column A, you must indicate in Column B, the number of feet from the facility the proposed office space is located.*

COLUMN A (Specify Yes/No)	TYPE OF FACILITY	COLUMN B (Specify # of Feet Away)
	A school for children in grade 12 or lower	
	A licensed day care center facility	
	A park or playground	
	A nursing home	
	A convalescent center	
	A hospital	
	An association for disabled population	
	A mental health center / facility	
	A youth center	
	A group home for disabled population or youth	

	<p><b>Any other</b> place where children or a population which may be especially vulnerable to crime due to age or physical or mental disability regularly congregates; specifically,</p> <p>_____</p> <p>_____</p>	
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**ALL DISTANCES SHALL BE MEASURED FROM THE MAIN ENTRANCE OF THE PROPOSED SITE TO THE CLOSEST ENTRANCE OF THE FACILITY. THIS MUST BE A DIRECT MEASUREMENT USING THE SHORTEST DISTANCE. THE DEPARTMENT WILL VERIFY ALL DISTANCES.**

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

\_\_\_\_\_

\_\_\_\_\_

**Address of the Proposed Space is:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. REQUIREMENTS FOR OFFERORS TO SUBMIT PROPOSALS - ZONING**

Offerors shall submit a letter from the local zoning jurisdiction which verifies the offered space meets all zoning requirements, regulations, ordinances, and local and state zoning laws for the specific intended use as **a Department of Corrections’ Probation and Parole Office.** This Probation and Parole Office will supervise high-risk offenders.

The letter must be on business letterhead of the Zoning Department of the applicable jurisdiction, specify intended use as a Florida Department of Corrections' Probation and Parole office, identify the physical address of the proposed space and the signature of an authorized officer of the Zoning Department.

**3. EQUAL OPPORTUNITY EMPLOYER**

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

**4. VISUAL MATERIAL**

One set of clear photographs (4 inches x 6 inches) or architect’s renderings showing exterior front, sides and rear of the proposed facility. Color photographs and/or renderings are preferred. The Department requires the building exterior be a masonry finish and uniform throughout. (Also see Item 24 - Exterior Finishes- Selected Building (page 23).

**5. SERVICES**

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

The successful Offeror will provide the lease space to the Agency (Lessee) for its' exclusive use 24 hours per day, 7 days per week, during the lease term. The space to be leased by the Agency will be fully occupied during normal working hours from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding State holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time as necessary or as required at the sole discretion of the Agency. Services, excluding **Heating and Air Conditioning** (see Addendum D, Indoor Air Quality, page 49), shall be provided during all normal business hours of occupancy at no additional cost to the Agency (Lessee).

6. **PUBLIC TRANSPORTATION**

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

**Offeror Response:**

**(Yes/No)**

\_\_\_\_\_ Taxi \_\_\_\_\_  
\_\_\_\_\_ Bus (**Specify** Frequency of Bus Service)\* \_\_\_\_\_  
\_\_\_\_\_ Other (**Specify** Other Transportation) \_\_\_\_\_

\*Offeror to provide current schedule of public transportation (bus/transit) routes which serve the proposed facility with the submittal.

7. **PARKING**

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

**Offeror shall submit with this proposal:**

- A. A notarized statement from the Offeror certifying the availability and agreement to provide **thirty (30) non-exclusive, on-site** parking spaces for use by the Department of Corrections. The notarized statement shall also include a statement indicating: **(a)** the number of parking spaces to be provided; and, **(b)** the number of parking spaces per net rentable square feet of space as required by the local zoning jurisdiction.
- B. If the offered facility has other current or future tenants, the number of parking spaces obligated to each tenant based on their current or future lease agreement.
- C. A site plan and **four (4)** copies of the parking lot identifying the parking spaces that will be provided to the Department of Corrections for its' use and the parking spaces assigned to specific other tenants.
- D. A minimum of **one (1)** of the total required spaces designated for the Department of Corrections use must meet current ADA standards. These ADA parking spaces must be located adjacent to the proposed building.

8. **RECYCLING PROGRAM**

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

9. **GENERAL BUILDING REQUIREMENTS**

The proposed space shall be in an existing building. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place at the time of the submittal of the Reply.

- The proposed space shall have a minimum ceiling height of eight (8) feet, although nine (9) to ten (10) foot ceilings are preferred.
- The total square footage must be contiguous.
- A first/ground floor location is preferred.

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

1) Within **fifteen (15)** business days after notification of award, the successful Offeror shall provide **five (5) sets of architectural/engineer 'test fit' plans** for use to arrive at approved space use and design which is to be achieved thru a series of design/space planning meetings between the Department and the Offeror. Space use shall be consistent with the QSP specifications, including Item 13 – Space Requirements (page 19) and space design/use factors as otherwise specified in the QSP. *This 'test fit' A/E plans may be a different set of plans than the plans specified in Item 16, page 5 (which are required to be submitted with the Reply to this QSP).*

2) Approved/Accepted Space Use and Design: Within **fifteen (15)** business days after the Department's approval and acceptance of the space use and design plans, the successful Offeror shall provide **five (5) sets** architectural drawings to the Department. The drawing shall be: **(a)** to scale (1/4" or 1/2" = 1'0"), **(b)** certified correct by the A/E and **(c)** shall include square foot measurements and calculations which are certified correct by the A/E.

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

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

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

The State Fire Marshal A/E plans referred to in this Item 9 - General Building Requirements, shall include drawings which specifically details ADA criteria (also see ADA Compliance, Item 9 (D), page 17).

The State Fire Marshal A/E plans referred to in this Item 9 - General Building Requirements, shall include drawings which specifically details the: (a) Security Alarm System and (b) Fire Alarm System. (see Security Requirements (Item 12, page 18).

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

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



- Failure to comply with Item 9 – General Building Requirements, (pages 15 - 17), or references thereto, may result in withdrawal of the Award.
- C. Building codes adopted by local jurisdictions shall be applicable to all lease construction.
- D. Americans with Disabilities (ADA) Act  
 As a state government entity, the Agency is subject 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 Agency employs and serves the general public; as such, it is required that employment practices and the programs and services provided by the Agency 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 Agency. The Agency reserves the right to authorize a department certified ADA Coordinator to conduct a full ADA assessment at any location where the Agency's employees are housed and/or the Agency's programs and services are provided.

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

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

- E. Lessor shall take good and protective measures against damage or loss of building contents, and disruption of office operations, due to high velocity winds and/or flooding/water damage.
- F. Licensed contractors shall perform all construction. Offeror agrees to provide all builder and subcontractor license information upon request to the Department of Corrections. The cost of construction, permits, inspections, and fees shall be borne by the Offeror/Lessor. Commencing with the A/E plans approval by the Department, the Offeror shall provide detailed updated and current monthly construction schedules to the Department in order to achieve the required occupancy date. If requested, construction schedules shall be provided if/as requested by the Department during the construction/renovation project.
- G. During the initial pre-occupancy build-out, any future renovation project(s) and/or any maintenance/repairs(s), the Lessor shall be responsible for coordinating and obtaining approval of the project schedule with the Department. This includes, but is not limited to, Lessor's responsibility for the associated costs of hiring a licensed and bonded vendor to ensure that damaged items will be repaired or replaced during the following:
- Relocating/staging Department's equipment/furniture in the applicable area(s);
  - After the completion of the project, establish the necessary work space(s) by placing furniture in area(s) as designated by the Department;
  - Provide required cleanup according to standard business practices of industry.

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

11. **Post Occupancy-Alterations:** Lessor agrees that Lessee shall have the right to make minor alternations in and to the Premises during the term of this lease upon first having obtained written consent of the Lessor. The Lessor shall not unreasonably withhold the consent to such alterations.

## 12. **Security Requirements**

- A. All outside doors shall be equipped with dead-bolt or dead-latch locks and panic hardware.
- B. Provide locks or bars on all outside windows that open.
- C. Interior night lights throughout the leased area, for security when main lights are off.
- D. Night illumination is required at all outside doors and all parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles.
- E. Provide **ten (10)** locksets to be provided and installed at locations indicated by the Department as requested. Locksets must be of a commercial grade and in compliance with the Florida Accessibility Code for Building Construction Standards. One (1) double cabinet in the drug testing room(s) shall have a lock.
- F. Keys to all locksets shall be provided in accordance with a master keying system acceptable to the Agency. Provide **fifteen (15)** entrance keys.
- G. A **security alarm system** equipped with a passive infra-red motion detector shall be provided.
  - Door contacts, glass-break detectors and/or motion detectors to be installed at all exterior points of entry.
  - The access keypad shall be installed at employee entrance.
  - Phone lines required for alarm system to be monitored twenty-four (24) hours/day and seven (7) days a week (24/7). The security alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
  - All costs associated with the security alarm system, including installation, monitoring, set-up and payment of dedicated phone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the Lessor.
- H. A **fire alarm system** that complies with the current adopted National Fire Protection Association (NFPA) pamphlet 72, Fire Alarm Code Standards.
  - Fire Alarm System plans must be submitted to the State Fire Marshal for review and approval prior to installation. (see Attachment E – Department of Financial Services' Division of State Fire Marshal Plans Review Fees, Procedures and Requirements).
  - Phone lines required for fire alarm system/panel shall be monitored twenty-four (24) hours/day and seven days (7) days a week (24/7). The fire alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
  - All costs associated with the fire alarm system, including installation, monitoring, set-up and payment of the dedicated telephone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the Lessor.

13. **SPACE REQUIREMENTS – GAINESVILLE WEST PROBATION AND PAROLE OFFICE**

Space must be designed to accommodate the approximate number and sizes of offices and work spaces listed below for the **Gainesville West Probation and Parole Office**:

<b>GAINESVILLE WEST P&amp;P OFFICE</b>				
<b>OFFICE</b>	<b>ALLOCATION USE</b>	<b>SQ FT/PER</b>	<b>TOTAL/SQ FT</b>	<b>SUB-TOTAL/SQ FT</b>
14	Office (Type C-Enclosed Interior Office)	100	1,400	
	Workstation (Professional/Clerical)			
<b>14</b>	<b>SUB-TOTAL (P&amp;P Offices)</b>			<b>1,400</b>
<b>General Support/Operational/Special Use</b>				
1	Reception/Lobby	300	300	
1	Restroom (Unisex) – Reception/Lobby	100	100	
1	LAN Room (1 per Suite/Floor)	75	75	
1	Mail/Copy Room	150	150	
1	Pantry / Breakroom	100	100	
1	Drug Testing Lab with & Unisex Lavatory	150	150	
1	Storage: Office Supplies	100	100	
1	Storage: Records	100	100	
1	Storage: Secure Gun	100	100	
1	Storage: IT Storage/Receiving/Workroom	100	100	
1	Fingerprint Room	100	100	
1	Photo ID Room	100	100	
1	Conference Room	250	250	
	<b>SUB-TOTAL (GENERAL SUPPORT/OPERATIONAL/SPECIAL USE)</b>			<b>1,725</b>
<b>Staff Restrooms (Probation &amp; Parole Office)</b>				
1	Women’s Staff Restroom <sup>(1)</sup>	150	150	
1	Men’s Staff Restroom <sup>(1)</sup>	120	120	
	<b>SUB-TOTAL (STAFF RESTROOMS; P&amp;P OFFICE)</b>			<b>270</b>
<b>S U M M A R Y</b>				
			<b>Net Usable Area (Personnel)</b>	<b>1,400</b>
			<b>Net Usable Area (Support/Operational/Special Use)</b>	<b>1,725</b>
			<b>P&amp;P Office Staff Restrooms</b>	<b>270</b>
			<b>Circulation</b>	<b>1,109</b>
			<b>TOTAL JUSTIFIED NET SQUARE FEET</b>	<b>4,504</b>

<sup>(1)</sup>**STAFF RESTROOMS:** In the event the space selected for the proposed lease under the QSP is a multi-tenant facility which provides access to public restrooms for staff use, the lease agreement will not include the two (2) staff restrooms listed above as Net Usable Square Feet in the Lease Agreement.

14. **RESTROOMS – TYPES, LOCATIONS AND FIXTURES**

**Staff Restrooms** - Staff restrooms are to be located within the secure office area (inaccessible to the public) unless the offered space is in a multi-tenant facility which provides common-area restrooms for tenants which can be utilized as staff restrooms. In that case, the net rentable square footage will not include the square footage (space allocations) as noted in chart above for staff restrooms.

**Unisex Restroom-Lobby/Reception** - The Unisex Restroom shall be accessible from the lobby with access controlled by using an electronically-operated lock with control buttons at each clerical station. (also see Item 27 - Miscellaneous Requirements (pages 29-30).

**Unisex Drug Testing Restroom** - Lavatory Testing Restroom(s) are to be located in the Drug Testing Lab(s) and inaccessible to the public.

**Restrooms are to be equipped with fixtures as follows:**

Type	P & P OFFICE RESTROOMS			
	STAFF		CLIENT	
	Men's	Women's	Unisex (Public/Lobby)	Unisex (Drug Testing Lab)
ADA Water Closets	1	1	1	1
Additional Water Closet (s)	0	1	0	0
Urinals	1	0	0	0
Lavatories w/ Mirrors	2	2	1	1
Trash Receptacles	2	2	1	1
Sanitary Napkin Receptacles	0	2	1	0
Forced Air Hand Dryers	0	0	1	0
Paper Towel Dispensers	2	2	0	1
Soap Dispensers	2	2	1	1

**15. SIGNS**

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

**16. REFRIGERATED DRINKING FOUNTAINS**

- A. A minimum of **two (2)** refrigerated (high-low) drinking fountain stations shall be provided. One (1) refrigerated drinking fountain station immediately adjacent to the staff restrooms and one (1) station in the Reception/Lobby located adjacent to the unisex restroom(s).
- B. Lead and copper in drinking water: Prior to occupancy, the Offeror shall provide to the agency representative test results, of water from every drinking fountain and from at least **two (2)** sinks per floor (if applicable). These results shall be completed by an authorized and a certified laboratory performing tests that are standard in the industry. The conditions of these tests shall include that the water shall be first-draw, with a minimum of six (6) hours of settling without use, preferably the first-thing-in-the-morning. (For information regarding locating a laboratory see "Laboratories—Testing" in the yellow pages. Offeror must verify certification of laboratory.

- C. If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, the Agency may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaced immediately, at the Offeror's sole expense. These limits are specified in Chapter 17-550 of the Florida Administrative Code and are subject to revision. The Offeror shall be responsible to comply with updated rules and regulations.

17. **FLOOR COVERINGS**

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

18. **PAINT**

- A. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and at least once every **five (5) years** thereafter, during the lease term and any renewals thereof, or as needed due to normal wear, as determined by the Department.
- B. Touch-up painting shall be done as needed.
- C. High traffic areas shall be repainted annually when requested by the Department.
- D. All painted surfaces shall be painted with a washable paint for easy cleaning using either a semi-gloss or satin finish paint. Flat paint will not be acceptable.
- E. The Department shall be provided samples from which to choose colors. Only neutral colors will be acceptable.

19. **WINDOW COVERINGS**

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

20. **LIGHTING**

- A. All leased space shall have fluorescent lighting to provide a minimum lighting level of:
- 10 foot-candles - halls and corridors, etc.
  - 30 foot-candles - other public areas

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

**21. ELECTRICAL REQUIREMENTS**

Lessor shall provide at a minimum, the following:

- A. Three (3) duplex electrical outlets, per office (maximum four (4) offices per circuit), including adequate additional outlets in each open clerical/file area/work area
- B. Four (4) dedicated circuits for the Break Room/Pantry.
- C. Class “B” surge protection on all 120/208 circuit break panels.
- D. 20 amp dedicated circuits for the Mail/Copy Room.
- E. Housekeeping circuits separate from office circuitry.
- F. Building must comply with National Electric Code latest edition at the time of occupancy.
- G. 20 amp dedicated circuits for each Telecommunications Room (LTER).
- H. Exterior: Two dedicated duplex 110-volt (GFCI) electrical outlets to be located outside for use by building maintenance/lawn maintenance. One centrally located on the front side of the building and one centrally located on the back side of the building.

**22. MAINTENANCE AND REPAIRS**

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

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

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

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

The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of the lease and shall be responsible for the replacement of windows broken or damaged, except such breakage or damage caused

to the exterior of the demised premises by the Lessee, its officers, agents, or employees.

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

### **23. HEATING AND AIR CONDITIONING**

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

Prior to occupancy, the entire air conveyance system shall be inspected by licensed mechanical contractor, calibrated, tested and balanced by an HVAC contractor or engineer. A copy of the inspection report shall be provided to the Lessee.

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

### **24. EXTERIOR FINISHES – SELECTED BUILDING**

Prior to occupancy, the exterior of the selected building must have masonry finish and be uniform throughout. The Offeror shall provide a rendering of the design with the submittal of an Offer. The Department may require additional design options during the design meeting(s). Construction details and design rendering, as approved by the Department, shall be incorporated in the approved A/E plans.

### **25. ROOF SYSTEM – SELECTED BUILDING**

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

### **26. TELEPHONE AND COMPUTER REQUIREMENTS**

The following five sections (A - E) provide the data cabling that is Category 5e/6 compliant plenum rated and that will handle 10BASE-T Ethernet, 100BASE-T Ethernet, 1000BASE-T-Ethernet, and in the future, will meet CDDI requirements. The telephone cabling will handle current key system and **PBX** needs and, with a simple connector change in each work area, ISDN can be accommodated.

- A. **Specifications** - These specifications are based on the EIA/TIA-568A Commercial Building Wiring Standard which should be used as a guide in their implementation.
- 1) **Grounding** – The Lessor is required to provide a grounding bar in the telephone room with a number 6 solid copper wire that will provide a meg reading of 10 OHM'S or less.
  - 2) **Work Area** - The work area is a location in a building where end-user computer equipment requiring any type of network connection may be located. Although the work area is often an office, it may be any area in a building.
  - 3) **Faceplate Quantity** - Each work area shall have a minimum of one (1) faceplate with its associated connectors to provide network connections; some work areas may require more than one such

faceplate. If a work area has more than one (1) faceplate, all such faceplates shall meet the requirements herein.

- 4) **Provision for Additional Faceplate** - All work areas having only one (1) faceplate with its associated connectors installed shall also have installed an additional electrical box, mud ring, and conduit stub-out as herein described located adjacent to the faceplate and covered with a standard blank plate.
  - 5) **Faceplate Placement** - Each faceplate with its associated connectors shall be placed on a centrally located wall of the user equipment location and at a height such that the lower edge of the faceplate shall be 18 inches above finished floor level. Faceplates will normally be installed on the wall opposite to an entrance door.
  - 6) **Electrical Box and Extension Ring** - Each faceplate shall be attached to a standard double-gang electrical box fitted with an extension ring which shall reduce the box opening to single-gang size.
  - 7) **Conduit Installation** - Each electrical box shall be stubbed out to the space above the ceiling with a ¾-inch inside-diameter conduit for all new installations, ¾ inch conduits for data/voice communications that run continuously from work area to termination are also acceptable. Stub-out shall NOT be to space beneath the work area.
  - 8) **Faceplate Type** - Each faceplate shall be a light-almond single-gang plastic faceplate with at least four (4) openings to accept 110-connect modular jacks. The faceplate shall be an AMP 558088-1 or equivalent.
  - 9) **Connector Complement Per Work Area** - Each work area shall be provided with a single faceplate containing four (4) data connectors (jacks). Even a work area intended for a single printer shall be provided with this configuration to facilitate future addition of other printers and/or a help line telephone.
  - 10) **Data Connector** - Each data connector shall be a light-almond 110-connect unshielded 8-position modular jack internally configured for EIA/TIA-568A wiring and meeting EIA/TIA-568 Category 5e/6 specifications at minimum. The data connector shall be AMP 569012-2 or equivalent.
  - 11) **Telephone Connector** - Each telephone connector shall be an unshielded, 6-position modular jack, internally wired. The telephone connector shall be a black 110-connect unshielded configured for USOC RJ-11, and shall be AMP 406375-1 or equivalent.
  - 12) **Connector Labeling** - Each connector shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the faceplate immediately above the connector. A master list shall be provided to the Agency which includes the room number and location of each cable identification number. The list shall illustrate the cable ID number for each faceplate in each work area.
  - 13) **Connector Wiring** - All connectors shall be wired as EIA/TIA 568A.
  - 14) **Office Cable** - The office cable is the cable from the faceplate to the end-user computer equipment, and will be provided by Lessee.
  - 15) **Wiring Transpositions** - If needed, wiring transpositions shall be accomplished in the work area, not in the telecommunications equipment room (LTER).
- B. **Horizontal Wiring - Horizontal wiring connects the work area to the nearest telecommunication equipment room (LTER).**
- 1) **Data Cable Type** - The cable jacket used for horizontal data wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 4-twisted-pair cable using standard blue-orange-green-brown color-coded conductors, and shall meet EIA/TIA-568 Category 5e/6 specifications.
  - 2) **Telephone Cable Type** - The cable jacket used for horizontal telephone wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated



where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 3-twisted-pair cable using standard blue-orange-green color-coded conductors, and shall meet ANSI/TIA/EIA-568 Category 5e/6 specifications at minimum.

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

C. **Local Telecommunications Equipment Room (LTER)/LAN (Data and Voice):**

- 1) **Location** - The LTER/computer room(s) shall be located such that each cable run from a work area faceplate to either the LTER patch panel or 110 cross-connect shall not exceed 90 meters.
- 2) **Size** - The LTER (LAN) (data and telephone) room shall be large enough to accommodate telecommunications (data distribution equipment and computer equipment and telephone communications equipment) and shall provide adequate access room to equipment for maintenance and upgrade. The room shall be secured either by a door or manufactured cage or cabinet; space should not be shared as working space for staff. The dimensions of the

LTER/computer room shall be approximately 75 sq. feet (appx. 10' x 7.5'). The State's approved space allocation for the LAN room is 75 square feet.

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

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

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



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

**Features (Computer Rack):**

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

**D. Fiber-Optic Cabling**

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

- 10) **Fiber-Optic Cable Termination Enclosure Location** - The termination enclosure in each LTER shall be located on the backboard of the data side of the room with the bottom of the enclosure at a height of 4 feet AFFL. The left side of the enclosure shall be even with the right side of the patch panel rack enclosure.

E. **Post-Installation Cable Testing**

- 1) **Qualifications of Tester** - An experienced computer networking consultant or subcontractor shall be employed by the Offeror to conduct the following tests. This is complex work of a highly Technical nature requiring significant expertise and sophisticated testing equipment. Proof of consultant's/subcontractor's ability and experience with regard to conducting these tests shall be provided to and shall be subject to the Agency's approval. All tests shall be conducted and satisfactory results obtained prior to the Agency's occupation of the proposed location.
- 2) **Twisted-Pair Data Cable** - Each copper, Category 5e/6 twisted-pair data cable shall be tested for compliance to 100/1000MB. Test results shall be documented on a per-cable basis and all documentation shall be turned over to the Agency prior to the Agency's acceptance of the cabling. Cables failing the test shall be repaired by the Offeror prior to acceptance by the Agency. The Agency will be provided the cable testing results and a cabling diagram of the location of all cables by cable number and by room numbers.
- 3) **Fiber-Optic Cable** - Each fiber-optic termination shall be tested end-to-end and must pass light in compliance with manufacturer's specifications.

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

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

**A. Lobby/Clerical Area** – Design public reception area separate from the clerical personnel area by a wall (floor-to-ceiling) with two (2), 3/8" thick Lexan windows with Margard II coating (or equivalent coating that protects against abrasions and yellowing), set no higher than 28" to 34" from the floor. Each window shall be 4' high x 4' wide.

- Install one (1) pass-through port, which shall be cut concave into the counter or shall be cut out from the bottom of each window in order to allow documents on clipboards and/or fingerprint readers to be passed underneath-style of port and dimensions shall be provided by the Department. (approximate dimensions 9" inches x 3.5")
- Provide Formica covered counters 28" to 34" above floor level and 19" deep to run the length of the wall under the pass-through windows on the Lobby/Reception side and twenty-four (24) inches deep on the clerical/staff area side of the pass-thru windows.
- The counter in the clerical area side shall have lockable desk-style drawers, for each clerical work area, installed so that they pull out from underneath the main counter in areas/at heights specified by the Department. Each clerical work area shall have a mounted keyboard tray and port holes on the counter surface for computer wiring on the clerical area side. The Department can request a clerical work counter/return to be provided at each work station.
- A service counter, covered with plastic laminate (i.e. Formica) shall be affixed to a waiting room wall in a location(s) to be specified by the Department. Dimensions shall be 6' – 10' long, as specified by the Department, and 28" – 34" in height, 19" top surface (depth) and with a 6" backsplash.

- Ensure **one (1) unisex restroom** for public/client use shall be accessible from the Public Main Lobby/Reception area. The restroom shall contain a commode, lavatory with mirror, soap dispenser and a forced-air hand dryer.
- Ensure the traffic-flow pattern used by the public/clients will not go thru the main clerical areas.
- Provide **two (2)** electrically operated locks between the Lobby/Access-way leading to the individual offices and between the Lobby/unisex public restroom. These electrically controlled pass-through doors shall be controlled from within the clerical area by separate control buttons at each control station/clerical work area. (One additional door with electrically operated lock with additional control button at each clerical station to be supplied if requested.) Lessor shall be responsible for repair/maintenance of the equipment operating the doors, control stations, etc.
  - An automatic closure shall be installed on these doors
  - These doors shall be solid core and the doorframes shall be hollow metal
- At a minimum, chair rail shall be installed on all Lobby walls with plastic nail-down splashguard below the rail, such as Fiberglass Reinforced Plastic (FRP) or painted wainscoting, from floor to the mid-point of the wall.
- Install convex mirrors and a two-way intercom system between the Main Reception/Lobby and the Clerical area to ensure staff can observe the entire Main Reception/Lobby area and to allow staff to communicate with the public/clients.
- Install a flush-mounted ceiling fan (5-blade Hunter) in the Lobby/Reception waiting room. The on-off electrical switch shall be located in the adjacent clerical staff work space.
- One (1) shelf of commercial grade to hold a 36" LCD TV, which matches interior design, located on wall of Lobby as designated by Department. Install an electrical outlet at shelf height.

**B. Mail Distribution Center:**

- Mill work shall include **twenty (20)** mail boxes for the designated Mail/Copy area. Each mail box shall be 12" wide, 15" deep, and 8" high; finish shall be Formica or equivalent. **One (1)** of the mail boxes shall be designated for 'outgoing' mail and equipped with a commercial-grade lock.
- **Three (3) keys** shall be provided for each locked 'outgoing' mail boxes.
- A full length cabinet located directly below the distribution boxes shall be provided. The cabinet is to run the length of the distribution boxes, with 24" deep counter tops and shall be fully enclosed with doors and finished in Formica.
- Provide **two (2)** telephone lines for fax/postage machine purposes within the Mail/Copy room(s) at a location to be designated by the Department.
- The Mail Distribution Center shall be located in the Mail/Copy rooms or recessed in a wall at a location to be designated by the Department.

**C. Drug Testing Room/Lab:**

- Each drug testing room shall be divided into two (2) rooms with floor-to-ceiling walls, a work area and a restroom. Door to drug lab shall be equipped with a dead bolt lock.
- Work areas shall have a built in work counter and lockable kitchen style cabinets above and below the counter. Both cabinet and counter to be approximately 8' long and covered with Formica.
- The Department will designate preferred cabinet placement during space planning due to the need for a mini-drug refrigerator (which the Department will supply) and based on their drug testing needs.
- Work areas shall be furnished with a small stainless steel sink (free standing), water (hot and cold), soap dispenser (soap dispenser shall be no higher than 48") and paper towel dispenser.
- **Two (2)** duplex 110-volt electrical outlets (GFCI) located over the counters shall be provided. These outlets are in addition to the electrical requirements as per Item 21 – Electrical Requirements (page 22) of these specifications.

- The restroom areas shall include a commode, soap dispenser, lavatory and paper towel dispenser.
  - Provide/install **one (1)** convex mirror within the Drug Testing Room/Lab near/above the toilet in the location and at the height specified by the Department.
- D. **Break Room/Pantry** - shall include an ADA accessible kitchen-size stainless steel sink and a work area with 8 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent.
- **Two (2)** duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided for convenience appliances.
  - Provide hot and cold water to the sink, a soap dispenser and a paper towel dispenser. Hot water pipes must be insulated as required by Florida Accessibility Code for Building Construction.
  - The Department may provide a cold-drink vending machine and a snack vending machine in the room which will require additional wall-mounted electrical outlets (see Item 21 – Electrical Requirements (page 22)).
- E. **Conference Room:**
- Install **two (2)** wall-mounted shelves of commercial grade designed to hold up to a 36" LCD TV, with a corresponding electrical outlet for each shelf. The shelves shall be installed on walls in areas and at heights to be specified by the Department. These electrical outlets are in addition to the electrical requirements as per Item 21 – Electrical requirements, of these specifications. Shelves shall be of a design that matches the nearby office finishing(s) (i.e., Formica, chair rail, paint color, etc.
  - Chair rail shall be installed with plastic nail-down splashguard below the rail, such as Fiberglass Reinforced Plastic (FRP), or painted wainscoting, from floor to the mid-point of the wall.
  - Provide recessed lighting with a dimmer switch.
- F. **Storage Area(s):**
- Lessor shall provide floor-to-ceiling shelving in designated storage area(s), said shelving to be built on walls as specified by the Department. Shelving shall be plastic coated and adjustable.
  - Within one (1) of the designated storage areas, provide a minimum of **two (2)** electrical power/charging stations for GPS monitors, radios, and other equipment. Each charging station is to be equipped with a six-station surge resistant power strip. The electrical outlets, on the power strip, are to be spaced a minimum of one (1) inch apart and positioned above one shelf. These outlets are in addition to the electrical requirements as per Item 21 – Electrical Requirements, of these specifications.
- G. **Entrances/Exits and Common Traffic Areas:**
- Provide an exterior Lobby entrance door that meets ADA requirements and security specifications. At a minimum, this Lobby door must allow clientele and/or staff to view ingress/egress of visitors thru a partial glass insert or similar arrangement/design.
  - All building entrances and exits (for the space to be occupied) must have a minimum of a four (4) foot overhang.
  - All rear/side entry doors must be solid core and have a peep-hole. At a minimum, one (1) such entry shall be provided.
  - Provide a water spigot and a GFCI outlet at or near the exterior staff entrance/staff parking lot.
  - Commercial-grade ashtrays and a trash receptacle must be provided at each entrance and exit. These items must be emptied/cleaned daily by janitorial staff.
  - Door mats shall be provided at all entrances to protect floor coverings and cleaned daily by janitorial staff. Lessor shall replace door mats when worn.

- Install kick plates on both sides of all common area doors.
- Install corner guards on all hallway and heavy traffic corners.
- All exterior and interior doors shall be equipped with floor-mount door stops. Lessor shall be responsible for maintenance/replacement of these door stops.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**

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

Offeror's Initials



# **ATTACHMENT B**

## **BOUNDARIES**

**Probation and Parole Office**

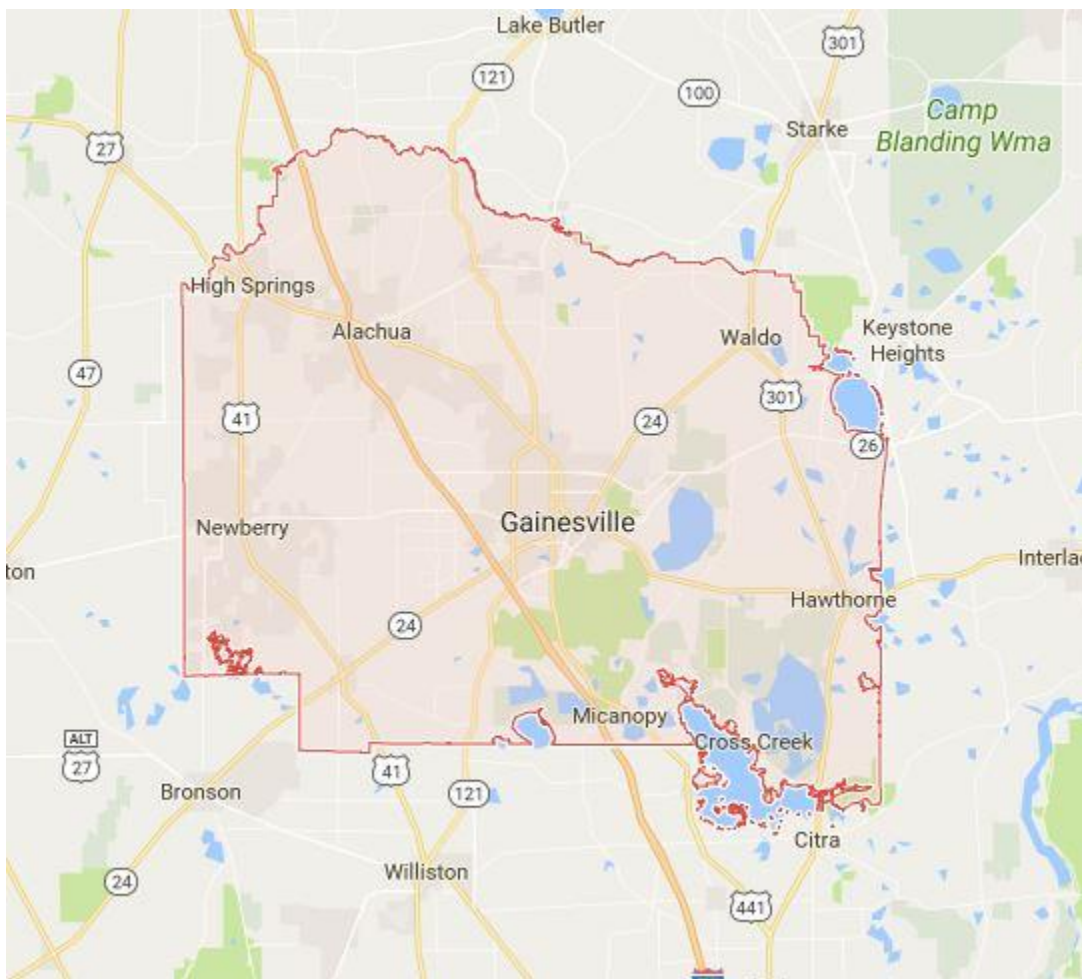
**Gainesville, Florida**

**REVISED**  
**BOUNDARIES**  
**GAINESVILLE WEST PROBATION AND PAROLE OFFICE**

The proposed office space for the Gainesville West Probation and Parole office must be located within, or abutting, the boundaries identified below. Preference will be given to offers for properties located which are located a greater distance from licensed daycares, children’s parks/playgrounds, schools for children in grade 12 or lower, and youth centers.

**Space located within Alachua County, Florida**

Offeror shall provide a map with the location of the proposed location marked.



**ATTACHMENT C**

**STANDARD LEASE AGREEMENT**

**AND**

**LEASE ADDENDUMS A - E**



# STATE OF FLORIDA Standard Lease Agreement

Department of Management Services Form 4054

Lease Number: \_\_\_\_\_

Lease Commencement: \_\_\_\_\_

**Preamble**

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

**Parties**

**Lessee:** \_\_\_\_\_  
Agency Name

**Address:** \_\_\_\_\_  
Street City State Zip Code

**Lessor:** \_\_\_\_\_  
Lessor Name

**Address:** \_\_\_\_\_  
Street City State Zip Code

**FEID:** \_\_\_\_\_ OR **Social Security Number:** \_\_\_\_\_

**1. Description**

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

**Description:**

**Building:** \_\_\_\_\_ **County:** \_\_\_\_\_  
Building Name

**Address:** \_\_\_\_\_  
Street City State Zip Code

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

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

**2. Term & Renewals**

A. The Lease shall begin on: \_\_\_\_\_  
Month Day Year

and end at the close of business on \_\_\_\_\_  
Month Day Year

for a term of \_\_\_\_\_ months.

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

Lessor Initial: \_\_\_\_\_ Page 1 of 8  
 Form 4054  
 Lessee Initial: \_\_\_\_\_ Rev. Date 8/15

Lease Number: \_\_\_\_\_

**3. Notices, Rental Invoices & Rental Payments**

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

Lessee: \_\_\_\_\_  
Agency Name

Address: \_\_\_\_\_  
Street City State (Zip Code)

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

Lessor: \_\_\_\_\_  
Lessor Name

Address: \_\_\_\_\_  
Street City State (Zip Code)

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

Lessee: \_\_\_\_\_  
Lessee Name

Address: \_\_\_\_\_  
Street City State (Zip Code)

- D. Rental Payments shall be paid to Lessor at:

Lessor: \_\_\_\_\_  
Lessor Name

Address: \_\_\_\_\_  
Street City State (Zip Code)

**4. Rent**

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

**A. Base Term**

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

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

Floor of Building

Lessor Initial: \_\_\_\_\_

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

**B. Option Term**

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

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

**5. Utilities**

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

**6. Facility Services**

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

Lessor Initial: \_\_\_\_\_

Lessee Initial: \_\_\_\_\_

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

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

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

**7. Accessibility and Alterations**

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

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

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

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

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

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

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

**8. Applicable Laws**

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

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

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B.  Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

C.  Cooperation with the Inspector General  
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

**9. Heating and Air Conditioning**

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

**10. Compliance with Fire Safety Standards**

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

**11. Injury or Damage to Property**

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

**12. Expiration of Term**

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

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**13. Right to Inspect**

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

**14. Taxes and Insurance**

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

**15. Subletting and Assignment**

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

**16. Waiver of Defaults**

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

**17. Rental Commencement**

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

**18. Availability of Funds**

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

**19. Breach of Covenant**

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

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

**20. Not Consent to Sue**

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

**21. Right to Terminate**

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

**22. Public Entity Crime Statement**

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

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

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**23. Discrimination**

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

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

**24. Use of Premises**

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

**25. Failure to Comply**

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

**26. Definition of Terms**

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

**27. Additional Terms**

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

\_\_\_\_\_

Lessor Initial: \_\_\_\_\_

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Lease Number: \_\_\_\_\_

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

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

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

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

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

ATTACHMENT C - ADDENDUM A

Offeror's initials of acknowledgement are required on all pages of this submittal: \_\_\_\_\_  
Offeror’s Initials



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
JANITORIAL SERVICES ADDENDUM

**ADDENDUM: A**

**LEASE NUMBER: 700:1179**

**Lessor Staff Conduct:** The Lessor shall not permit any individual to provide janitorial services who is under the age of 18 years old and/or under the supervision or jurisdiction of any parole, probation or corrections authority. If at any time during the course of the lease should individuals performing janitorial or maintenance duties be arrested or come under the supervision, the appropriate Department representative should be notified immediately. The objective of this provision is to ensure that the Lessor, subcontractor(s), employee(s) or agent(s) of the Lessor under any such legal constraint, has no contact with or access to any records of the Florida Department of Corrections and it shall be the Lessor's obligation and duty to insure that he/she, any subcontractor(s), employee(s) or agent(s) of the Lessor under such legal constraint shall not have such access.

**Background/Criminal Records Check:**

Given the fact that Probation and Parole Offices are secure facilities with restricted access, it is the Lessor's responsibility to ensure that any person with after-hours access or keys to the building submit, at the Lessor's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check (ten fingerprint criminal background check). This background check will be coordinated by the Department's Parole and Probation Office staff located at the office location and may occur or re-occur at any time during the lease period. Further, at the Department's discretion, the Lessor and his/her staff that is assigned to provide janitorial or maintenance services (including sub-contractor staff) that do not have keys to the facility shall be subject to the same at the Lessor's expense. All such staff providing services outside normal business hours will be required to have the above criminal records check at the Lessor's expense.

The Department has full discretion to require the removal, disqualification or prevention of the Lessor as well as his/her staff and/or the subcontractor's staff from any work. The Department is under no obligation to inform the Lessor or any of the subcontractor's staff of the records check findings or criteria for disqualification or removal.

The Lessor shall ensure that the Probation and Parole Office Supervisor is provided the information needed to have the NCIC/FCIC background check conducted prior to the Lessor being awarded the bid or any staff being hired or assigned to work. In order to carry out this records check, the Lessor shall provide the following data for him/herself and any other employed individual(s) to include: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. Upon additional request by the Department, the Lessor, his/her staff and/or subcontractor's staff shall submit to fingerprinting as directed by the Department of Corrections, for submission to the Federal Bureau of Investigation (FBI).

Failure to Comply with this requirement may result in termination of the agreement.

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

All services shall be performed during normal business hours of 7:30 a.m. to 5:30 p.m., by approved staff *after* applicable background checks have been performed. Services shall be performed in accordance with the following schedule, unless otherwise specified and agreed upon:

<b>FLOORS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Carpeted Areas – Vacuum (using commercial HEPA filter models only) Non-carpeted Areas – Dust mop Remove gum and other materials. Spot and damp mop to remove stains or spots.
<b>WEEKLY:</b>	Non-Carpeted Areas – Damp mop and spray buff.
<b>SEMI-ANNUALLY:</b>	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
<b>SEMI-ANNUALLY:</b> <b>After hours</b> - requires scheduling with Office Supervisor	Strip, reseal and wax all normally waxed floors.
<b>ANNUALLY:</b> <b>After hours</b> - requires scheduling with Office Supervisor	Machine clean all carpets throughout the facility.
<b>WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.</b>	
<b>WEEKLY:</b>	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
<b>MONTHLY:</b>	Dust or vacuum HVAC registers.
<b>ANNUALLY:</b>	Clean all light fixtures diffuse and dust light bulbs.
<b>WINDOWS AND GLASS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
<b>SEMI-ANNUALLY:</b>	Clean inside of external windows.
<b>WATER FOUNTAINS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Clean and sanitize. Replenish supply of disposable cups (if applicable).
<b>FURNISHINGS</b>	
<b>AS NEEDED, BUT AT LEAST WEEKLY:</b>	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
<b>SEMI-ANNUALLY:</b>	Vacuum all drapes, venetian blinds, or curtains.
<b>TRASH AND REFUSE</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Empty and clean all trash receptacles. Receptacle liners are to be used. Change receptacle liners as needed. 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.
<b>CIGARETTE URNS AND ASHTRAYS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.

<b>ELEVATORS – (If Applicable)</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	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.
<b>WEEKLY:</b>	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
<b>STAIRWELLS (If Applicable)</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Remove accumulated trash. Spot sweep as required.
<b>WEEKLY:</b>	Sweep. Dust mop to remove stains and dust handrails, ledges, etc. Spot clean walls and doors.
<b>RESTROOMS</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	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.
<b>MONTHLY:</b>	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
<b>LOUNGE AND KITCHEN AREAS (If Applicable)</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Clean and sanitize sinks and counter areas.
<b>EXTERIOR</b>	
<b>DAILY (MONDAY - FRIDAY):</b>	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
<b>DAILY (MONDAY - FRIDAY):</b>	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.
<b>WEEKLY:</b>	Properly maintain grass areas and shrubs by mowing and trimming on a regular schedule as needed and dictated by season(s) and growth.
<b>SEMI-ANNUALLY</b>	Pressure wash exterior of premises
<b>PEST CONTROL</b>	
<b>AS NEEDED; AT LEAST MONTHLY</b>	Provide professional pest control services, which comply with Florida Statue (FS 482)

### **MAINTENANCE AND JANITORIAL SERVICES**

**In providing any or all of the above services:**

1. Only the Lessor or actual employees of the janitorial contractor or hired vendor, who are at least eighteen (18) years of age, are to be admitted to the premises AFTER the Department has facilitated and/or conducted their background check and approved the contractor vendor's entry into the facility.
2. Any contracted vendor or janitorial staff, performing services at the premises MUST first check in with the designated Department staff member upon arrival and MUST check exterior doors and windows to ensure the facility is secure at the time they depart the facility.

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

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT C - ADDENDUM B**



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

**ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES**

**ADDENDUM: B**

**LEASE NUMBER: 700:1179**

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 Quote Submittal Package issued for the above referenced lease. Should Lessor fail to complete renovations within the time frame specified in the Quote Submittal Package, liquidated damages in the amount of \$660.00 per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ATTACHMENT C – ADDENDUM C



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

**ADDENDUM: C**

**LEASE NUMBER: 700:1179**

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

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm#1](http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1)

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within thirty (30) days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

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

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

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ATTACHMENT C – ADDENDUM D

## STATE OF FLORIDA DEPARTMENT OF CORRECTIONS

### INDOOR AIR QUALITY

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**ADDENDUM: D**

**LEASE NUMBER: 700:1179**

Lessor shall provide fresh air intake of 20 or more cubic feet per minute per person or as recommended by ASHRAE (The American Society of Heating, Refrigerating and Air Conditioning Engineers). The relative humidity of the interior shall be maintained at 60%. The building envelope shall be maintained to prevent moisture intrusion that may result in microbiological and fungal growth on surfaces, furnishings or interstitial spaces.

In the event of a suspected air quality problem, 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 conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and promptly reimburse the agency for the costs of conducting such test(s).

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

#### **HEATING AND AIR CONDITIONING:**

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

#### **LESSEE:**

Department of Corrections

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

#### **LESSOR:**

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

# ATTACHMENT C – ADDENDUM E

STATE OF FLORIDA  
DEPARTMENT OF CORRECTIONS  
ADDITIONAL LEASE TERMS

**ADDENDUM: E**

**LEASE NUMBER: 700:1179**

In cases where a conflict arises between the Standard Lease Agreement 700:1179, the Quote Submittal Package 700:1179, and the Lessor’s response to the Quote Submittal Package 700:1179, during the term of the Lease Agreement, Renewal Option(s) periods and/or extensions thereof, the controlling documents, in order of precedence shall be:

- First - The Standard Lease Agreement 700:1179 (including all Addenda); **then,**
- Second - The Lessor’s response (Reply) to the Quote Submittal Package 700:1179; **then,**
- Third - The Quote Submittal Package 700:1179.

**LESSEE:**  
Department of Corrections

**LESSOR:**

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ATTACHMENT D

## DISCLOSURE OF OWNERSHIP

## DISCLOSURE STATEMENT

**(Complete and Return)**



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



Lease Number: 700:1179

**Purpose**

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

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

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

**2. Disclosure Requirements**

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

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

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

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

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

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**4. Signatures**

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

a. Publicly Owned Facilities

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Government Entity: \_\_\_\_\_

Date: \_\_\_\_\_

b. Private Individually-held Facilities

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

c. Entity-held Facilities

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Offeror's Initials

# ATTACHMENT E

## DEPARTMENT OF FINANCIAL SERVICES' DIVISION OF STATE FIRE MARSHAL

### PLANS REVIEW FEES, PROCEDURES AND REQUIREMENTS



**DEPARTMENT OF FINANCIAL SERVICES’  
DIVISION OF STATE FIRE MARSHAL  
Plans Review Fees, Procedures and Requirements**

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

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

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

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

**DESIGN CRITERIA:**

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

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

**PLANS REVIEW FEES:**

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

Example:

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

**METHOD OF PAYMENT**

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

**WHAT TO SUBMIT**

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

**If Sending By Regular Mail**

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

**If Sending By Overnight Service**

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

## **PLANS SUBMISSION:**

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

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

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

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

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

## **PLAN INFORMATION**

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

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

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

#### **CONSTRUCTION INSPECTIONS**

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

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

#### **HOW TO REQUEST AN INSPECTION**

The following inspections must be considered:

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

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

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

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

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

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

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

#### **FIRE ALARM CHECKLIST**

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

#### **SPRINKLER SYSTEM CHECKLIST**

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

12. Total area protected by each system on each floor.
13. Location, type, and listing of hangers.
14. Underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, valve pits, backflow preventers, etc.)
15. All hydraulic name plate information.
16. Setting for pressure reducing valve denoted.

**HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS**

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

**MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS**

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

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



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

**APPLICATION FOR PLAN REVIEW**

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

**1. CONTACT INFORMATION**

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

**2. PROJECT NAME OR DESCRIPTION**

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

**4. BUILDING INFORMATION**

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

Page 1, Permit # \_\_\_\_\_

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

Offeror's Initials



**DEPARTMENT OF FINANCIAL SERVICES**  
**Division of State Fire Marshal**

**APPLICATION FOR PLAN REVIEW**

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

Page 2, Permit # \_\_\_\_\_

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

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

Offeror's Initials

# ATTACHMENT F

## DEPARTMENT OF MANAGEMENT SERVICES' ENERGY PERFORMANCE ANALYSIS (EPA)





**STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**ENERGY PERFORMANCE ANALYSIS (EPA)**

**Overview**

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

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

The EPA requirements include the following procedures:

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

**EPA Procedures**

1. Energy Star Rating:

- a. An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:
  - 1) the Energy Star Portfolio Manager software, which is available at:  
[http://www.energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfoliomanager](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](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 of Management Services pursuant to Section 255.254(1), Florida Statutes, to the address listed below:

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

**The submittal to DMS should include a reference to the Department of Corrections' QSP 700:1179.**

# ATTACHMENT G

## 'DOING BUSINESS WITH THE STATE'

# 'DOING BUSINESS WITH THE STATE'

## **PART I**

### **MyFloridaMarketplace (MFMP)**

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

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

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

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

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

For Lease Number **700:1179**,

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

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

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

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

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

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

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

(Insert Name). Leasing Agent

Telephone: 850:717-xxxx

Email:

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

1. Change of Ownership – Sale of Property:

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

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

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

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

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

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

Updated electronic funds transfer (EFT) registration thru the Department of Financial Services web site may be required.

(Reference: **Item II - Electronic Funds Transfer (EFT) of Rental Payments with the Florida Department of Financial Services**)

## **PART II** **Substitute W-9 Form**

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

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

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

**Please follow this link for full details and instructions:**

<https://flvendor.myfloridacfo.com>

**PART III**  
**DIRECT DEPOSIT THRU ELECTRONIC FUNDS TRANSFER (EFT)**

**VENDORS**

**Direct Deposit (EFT) sign-up information for Vendors**

**Florida Department of Financial Services**

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

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

[Form](#)

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

# ATTACHMENT H

## STANDARD METHOD OF SPACE MEASUREMENT



## **STANDARD METHOD OF SPACE MEASUREMENT**

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

### **PREPARING FLOOR PLANS & SQUARE FOOTAGE CALCULATIONS**

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

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

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

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

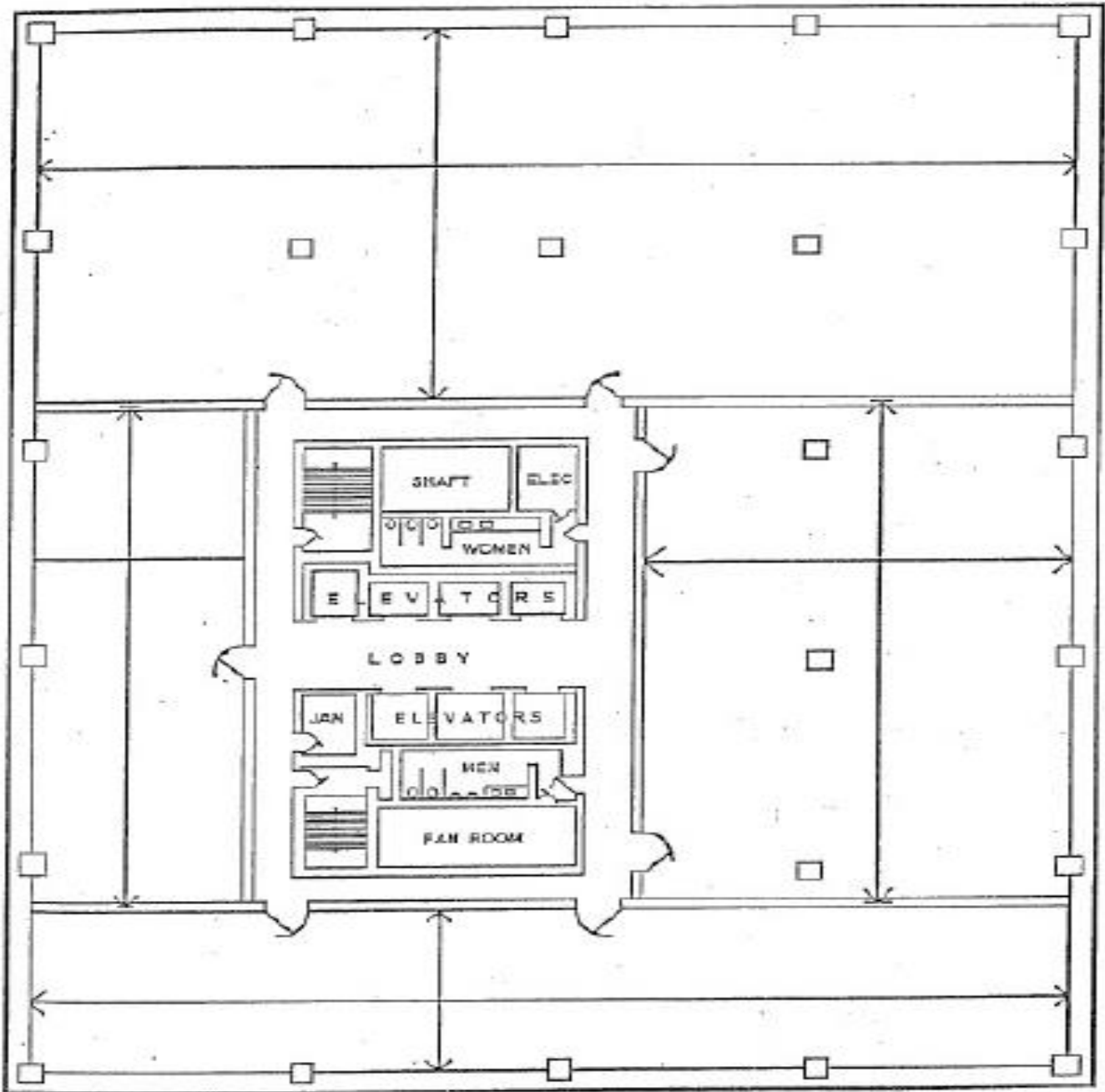
**Reference: Florida Administrative Code (60H-2.003); Department Standard Method of Space Measurement - <https://www.flrules.org/>**

**ADDITIONAL INSTRUCTION**

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

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

ATTACHMENT H (continued)  
Standard Method of Space Measurement (Example Floor Plan)

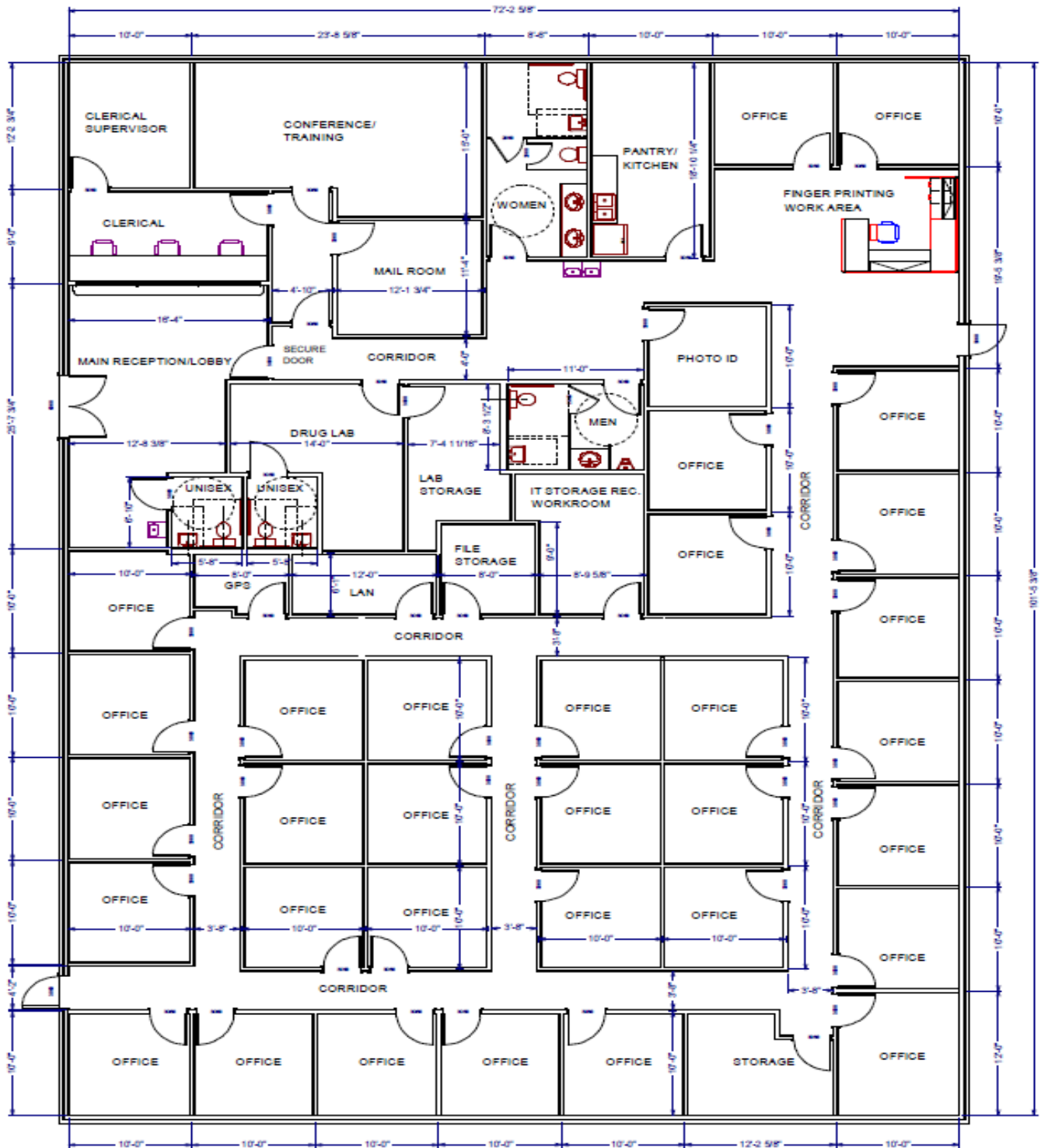


# ATTACHMENT I

## GENERAL LAYOUT

### PROBATION AND PAROLE OFFICE *(PROVIDED AS AN 'EXAMPLE')*

**GENERAL LAYOUT OF A PROBATION & PAROLE OFFICE**  
(Example only of space design-configuration)



# ATTACHMENT J

## BUSINESS REFERENCES

**(Complete and Return)**

## **BUSINESS REFERENCES OF OFFEROR**

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

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

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

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

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

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

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



**ATTACHMENT K**

**COMMISSION AGREEMENT**

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

This Commission Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between ("Owner") \_\_\_\_\_, The State of Florida ("Tenant") Department of Corrections, \_\_\_\_\_ And ("Tenant Broker") CBRE, INC. \_\_\_\_\_.

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

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

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

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

**New Leases:**

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

**Warehouse/Storage/Hangar:**

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

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

2. **PAYMENT OF COMMISSION:** The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said commissions based on a separate agreement between Tenant and Tenant Broker.

3. **SUCCESSORS AND ASSIGNS:** The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder.

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

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

8. **NOTICES:**

To Tenant Broker: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To Owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To Tenant: **Florida Department of Corrections; Leasing Office;**  
**501 South Calhoun Street**  
**Tallahassee, FL 32399-2500**

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

**AGREED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

<p><b>TENANT:</b> Department of Corrections</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p><b>OWNER:</b></p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>	<p><b>BROKER:</b> CBRE, Inc.</p> <p>(x) _____ Signature</p> <p>By _____ Print or Typewritten</p> <p>_____ Title</p>
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**Offeror's initials of acknowledgement are required on all pages of this submittal:** \_\_\_\_\_

**Offeror's Initials**

# ATTACHMENT L

## SPECIAL POWER OF ATTORNEY FORM

**(If Applicable, Complete and Return)**

STATE OF FLORIDA

Lease Number: 700:1179

**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. 700:1179

with the State of Florida, Department of Corrections, for the Building at:

\_\_\_\_\_, \_\_\_\_\_ FL \_\_\_\_\_,  
Street Address City Zip Code

title to said property being held by \_\_\_\_\_.  
Name

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

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