

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this ____ day of _____, 20____.

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

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

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

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

Please initial Offeror acknowledgement on all pages of this submittal form: _____ ITN #590:3162-A



**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES**

ADDENDUM: _____

LEASE NUMBER: _____

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

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

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

FM 4054D (R04/16)

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**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES**

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

MAINTENANCE SERVICES

In reference to Articles 6 and 9 of the Lease Agreement:

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

In providing any or all of the before mentioned services:

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

(x) _____
 Lessee Signature

 Name /Title

 Date

(x) _____
 Lessor Signature

 Name /Title

 Date

(SEAL)

Attachment D
Disclosure of Ownership
STATE OF FLORIDA
Disclosure Statement



Department of Management Services Form 4114

Lease Number: _____

Purpose

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

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

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

2. Disclosure Requirements

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

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

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

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

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

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____

Attachment E

State Fire Marshal

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 633.085 and 69A-52, Florida Administrative Code.

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

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

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

DESIGN CRITERIA:

The Life Safety portion of the plans shall be designed in accordance with the National Fire Protection Association (NFPA) 101, Life Safety Code; NFPA 1, Fire Prevention Code; and adopted NFPA Standards.

See Florida Administrative Code 69A-3.012 for the adopted edition of NFPA 101 & 1 and a list of adopted NFPA Standards.

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

PLANS REVIEW FEES:

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

Example:

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

Please initial Offeror acknowledgement on all pages of this submittal form: _____ ITN #590:3162-A

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.



I Offeror acknowledgement on all pages of this submittal form: _____ ITN #590:3162-A

DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal- Bureau of Fire Prevention
APPLICATION FOR PLAN REVIEW

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

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

DFS-K3-1973 REV 04/09
 Adopted in Rule 69A-52.003 F.A.C.

Page 1, SFM # _____



DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR PLAN REVIEW

5. SITE INFORMATION	a. Site Name:				
	b. Site Street Address:				
	c. City/State/Zip:				
6. FEES	a. Person/Company responsible for payment of fees:				
	b. Street Address:				
	c. City/State/Zip:	d. Phone:			
7. RETURN PLANS	a. Plans should be returned to:				
	b. Street Address:				
	c. City/State/Zip:	d. Phone:			
<p>Plans and specification shall be signed and sealed in accordance with Florida Statute 471 and 481. Submit this completed application with two sets of contract documents and one set of specifications to:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>If Sending By Regular Mail</u></p> <p>Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342</p> </td> <td style="width: 50%; vertical-align: top;"> <p><u>If Sending By Overnight Service</u></p> <p>Division of State Fire Marshal Plans Review Section 325 John Knox Road, Atrium Building Tallahassee, Florida 32303</p> </td> </tr> </table>				<p><u>If Sending By Regular Mail</u></p> <p>Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342</p>	<p><u>If Sending By Overnight Service</u></p> <p>Division of State Fire Marshal Plans Review Section 325 John Knox Road, Atrium Building Tallahassee, Florida 32303</p>
<p><u>If Sending By Regular Mail</u></p> <p>Division of State Fire Marshal Plans Review Section 200 East Gaines Street Tallahassee, Florida 32399-0342</p>	<p><u>If Sending By Overnight Service</u></p> <p>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>					

ATTACHMENT F

ENERGY PERFORMANCE ANALYSIS (EPA)



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 2,000 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 EPA Submission (see EPA Submission Requirements below)
- 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)

EPA Submission Requirements

The EPA submission shall contain all of the following information:

1. A description of the proposed lease space that includes:
 - a. lease #
 - b. facility address
 - c. type of space
 - d. gross square footage
 - e. rentable square footage
 - f. current occupancy
 - g. proposed occupancy
 - h. weekly operating schedule
 - i. agency contact (name, email, phone)
 - j. tenant broker information (name, title, company, address, email, phone)
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.
9. A brief description of the type and size of the existing HVAC and lighting systems.



10. A detailed description of all renovations planned, necessary, or performed to make the proposed lease space suitable for the tenant agency.
11. 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).
12. Delivery: The energy performance analysis shall be mailed or delivered to the department pursuant to Section 255.254(1), Florida Statutes at the address listed here:

Energy Performance Analysis (EPA)
DMS-REDM Bureau of Leasing
4050 Esplanade Way, Suite 315
Tallahassee, Florida 32399-0950
(850) 488-0080

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:
<https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager>
 - 2) the Energy Star Target Finder software, which is available at:
<https://portfoliomanager.energystar.gov/pm/targetfinder?execution=e2s1>
- 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:
 - 1) actual utility bill data for the previous 12 months
 - 2) 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 Form

Lease ID:		Energy Star Score*:	
EPI (kBtu/sf/yr)		CUI (annual cost/ sf)	

Facility Information

Facility Address:	Current Occupancy:
Type of Space:	Proposed Occupancy:
Gross Square Footage:	Weekly Operating Schedule:
Rentable Square Footage:	

Contact Information

Agency Contact:			
Name:		Phone:	
Email:			
Tenant Broker:			
Name:	David Hulsey/Ann Rossini	Company:	CBRE
Title:	Tenant Broker	Email:	ann.rossini@cbre.com
DMS Leasing Specialist:			
Name:			
Email:			
Licensed Engineer:			
Name:		Firm Name:	
License Number:			

*If square footage is under 5,000 sf, please put "N/A here. EPI and CUI are still required.

ATTACHMENT G
Employment Eligibility Verification



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM _____

LEASE NUMBER: _____

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

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

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

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

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

ATTACHMENT H
AGENCY DISCLOSURE AND COMMISSIONS AGREEMENT
REPRESENTATION OF THE STATE OF FLORIDA AND ITS RESPECTIVE AGENCIES



Lease Number: _____

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

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

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

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

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

- 1. **AGREEMENT TO PAY COMMISSION:** Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to:

<u>Office Space:</u> (initial one)		
_____ Total Rent for the Base Term of the Lease	\$0.00 - \$500,000	3.50 %
_____ Total Rent for the Base Term of the Lease	\$500,001 - \$2,500,000	3.25 %
_____ Total Rent for the Base Term of the Lease	\$2,500,001 - \$4,500,000	3.00 %
_____ Total Rent for the Base Term of the Lease	\$4,500,001 - \$6,499,999	2.75 %
_____ Total Rent for the Base Term of the Lease	Over \$6,500,000	2.50 %

<u>Warehouse/Storage/Hangar:</u> (initial one)		
_____ 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 %

to be paid by the Owner over the term of the lease (with no offset). The commission on any lease modification shall be equal to two (2%) percent of the total additional gross net rents added to, or above the total rents of the original lease that the Tenant Broker negotiated.

- 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: _____

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

AGREED AND ACCEPTED this ____ day of _____, 20____

<p>TENANT:</p> <p>By _____ Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>OWNER:</p> <p>By _____ Print or Typewritten</p> <p>_____</p> <p>Title</p>	<p>TENANT BROKER:</p> <p>By _____ Print or Typewritten</p> <p>_____</p> <p>Title</p>
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ATTACHMENT I
DESCRIPTION OF THE PROPOSED SPACE AND CERTIFICATIONS REGARDING
PUBLIC ENTITY CRIMES AND LEASE TERMS AND CONDITIONS

A. CERTIFICATION Regarding Article II-F, PUBLIC ENTITY CRIMES STATEMENT to this ITN.		
Offeror certifies that hasn't been placed on the convicted vendor list following a conviction for a public entity crime. Section 287.017, Florida Statutes.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

B. Certification Regarding Article IV, Lease Terms and Conditions to this ITN. I hereby certify that if the Proposed Space is selected by the Agency, I acknowledge and agree to abide to all requirements and conditions contained therein.

1. Offeror acknowledges and agrees to the build-out and to provide the Agency with a clean, ready to operate space.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Offeror acknowledges and agrees that the Proposed Space will be available in accordance with the Commencement Date and agrees to the liquidated damages until space is made available.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Offeror acknowledges and agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Offeror acknowledges and agrees that the Proposed Space will be a Full Service Gross Lease	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Offeror acknowledges and agrees that the Proposed Space will meet the parking requirement set forth.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Offeror acknowledges and agrees that the Proposed Space will be "turn key" build-out in accordance with the specifications detailed in Attachment "A" following the Agency's approval of an architectural layout provided by the Offeror/Landlord	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Offeror acknowledges and agrees that the Proposed Space will execute the transaction with the State Standard Lease Agreement and related Addendum.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Offeror acknowledges and agrees that the Proposed Space will be acceptable and that it is compliant with all laws	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Offeror acknowledges and agrees that the Proposed Space will meet all required Energy Performance Analysis detailed in Attachment "F".	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Offeror acknowledges and agrees to enroll and participate in the Employment Eligibility Verification Program ("E-Verify") administered by the U. S. Department of Homeland Security ("DHS")	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Offeror acknowledges and agrees to execute and be bound by the TENANT BROKER USE AND Commissions Agreement.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signature of Authorized Representative:	Date:

OPTION 1 – 60-Month Base Term with Ten (10) One-Year (1) Renewal Options

Offeror's Information

Offeror's Name:		Title
Company:		FEID or SS number:
Address:		City/State/Zip:
Phone Number:	Fax:	Email:

Proposal Information

Address of proposed Facility:		Proposed Square feet:	BOMA Building Rating	
Requested Parking 7.5:1,000	Exclusive Parking	Non-Exclusive	Exclusive Offsite	Non-Exclusive Offsite

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

Option Renewal Terms	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$
Year 8	\$	\$
Year 9	\$	\$
Year 10	\$	\$

Signature of Authorized Representative:	Date:
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RENTAL RATE BRAKEDOWN

Gross Space _____		Net Usable _____	
		Annual	
Net Rate per square foot – Year 1			
Utilities/SF/Year			
Janitorial/SF/Year			
Other Operational Cost/SF/Year			
Annual TI Amortization/SF/Year			
Total Cost/SF/Year – Year 1			

Other Information	
Annual Escalation	
Total TI \$	
Interest Rate %	

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

CERTIFICATION

I, _____, as owner, officer or authorized representative or agent of _____, hereby agree that if awarded the lease as a result of the Department of Children and Families Invitation to Negotiate, it will comply with the requirements, terms, and conditions stated in the Invitation to Negotiate and in the State of Florida, Department of Department of Management Services Standard Lease Agreement. In recognition thereof, the offeror’s representative has read, understood, and agrees to comply with, and any intent by the offeror to deviate from the terms and conditions set forth therein may result, at the department’s exclusive determination, in rejection of the reply.

Offeror’s Name:	Prospective Lessor’s Name:
Authorized Signature:	Print or type name:
Date:	
Witness Signature:	Print or type name:
Date:	
Witness Signature:	Print or type name:
Date:	

OPTION 2- 84 Month Base Term with Ten (10) One-year (1) Renewal Options

Offeror's Information				
Offeror's Name:			Title	
Company:			FEID or SS number:	
Address:		City/State/Zip:		
Phone Number:		Fax:	Email:	
Proposal Information				
Address of proposed Facility: Existing ____ Non-Existing ____			Proposed Net Usable Square feet:	
Requested Parking 7.5:1,000	Exclusive Parking	Non-Exclusive	Exclusive Offsite	Non-Exclusive Offsite
Base Lease Term	Rate Per Square Foot		Total Annual Rental	
Year 1	\$		\$	
Year 2	\$		\$	
Year 3	\$		\$	
Year 4	\$		\$	
Year 5	\$		\$	
Year 6	\$		\$	
Year 7	\$		\$	
Option Renewal Terms	Rate Per Square Foot		Total Annual Rental	
Year 1	\$		\$	
Year 2	\$		\$	
Year 3	\$		\$	
Year 4	\$		\$	
Year 5	\$		\$	
Year 6	\$		\$	
Year 7	\$		\$	
Year 8	\$		\$	
Year 9	\$		\$	
Year 10	\$		\$	
Signature of Authorized Representative:			Date:	

RENTAL RATE BREAKDOWN

Gross Space _____		Net Usable _____	
		Annual	
NNN Rate per square feet – Year 1			
Utilities/SF/Yr			
Janitorial/SF/Yr			
CAM Charges/SF/Yr			
Annual TI Amortization/SF/Yr			
Total Full-Service Rate per Square Foot			

Other Information	
Annual Escalation	
Total TI \$	
Interest Rate %	

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

CERTIFICATION

I, _____, as owner, officer or authorized representative or agent of _____, hereby agree that if awarded the lease as a result of the Department of Children and Families Invitation to Negotiate, it will comply with the requirements, terms, and conditions stated in the Invitation to Negotiate and in the State of Florida, Department of Department of Management Services Standard Lease Agreement. In recognition thereof, the offeror's representative has read, understood, and agrees to comply with, and any intent by the offeror to deviate from the terms and conditions set forth therein may result, at the department's exclusive determination, in rejection of the reply.

Offeror's Name:	Prospective Lessor's Name:
Authorized Signature:	Print or type name:
Date:	
Witness Signature:	Print or type name:
Date:	
Witness Signature:	Print or type name:
Date:	

OPTION 3 – 120 Month Base Term with Ten (10) One-year (1) Renewal Options

Offeror's Information				
Offeror's Name:			Title	
Company:			FEID or SS number:	
Address:			City/State/Zip:	
Phone Number:		Fax:		Email:
Proposal Information				
Address of proposed Facility: Existing _____ Non-Existing _____			Proposed Net Usable Square feet:	
Requested Parking 7.5:1,000	Exclusive Parking	Non-Exclusive	Exclusive Offsite	Non-Exclusive Offsite
Base Lease Term	Rate Per Square Foot		Total Annual Rental	
Year 1	\$		\$	
Year 2	\$		\$	
Year 3	\$		\$	
Year 4	\$		\$	
Year 5	\$		\$	
Year 6	\$		\$	
Year 7	\$		\$	
Year 8	\$		\$	
Year 9	\$		\$	
Year 10	\$		\$	
Option Renewal Terms	Rate Per Square Foot		Total Annual Rental	
Year 1	\$		\$	
Year 2	\$		\$	
Year 3	\$		\$	
Year 4	\$		\$	
Year 5	\$		\$	
Year 6	\$		\$	
Year 7	\$		\$	
Year 8	\$		\$	
Year 9	\$		\$	
Year 10	\$		\$	
Signature of Authorized Representative:				Date:

Please initial Offeror acknowledgement on all pages of this submittal form: _____ ITN #590:3162-A

RENTAL RATE BREAKDOWN

Gross Space _____		Net Usable _____	
		Annual	
NNN Rate per square feet – Year 1			
Utilities/SF/Yr			
Janitorial/SF/Yr			
CAM Charges/SF/Yr			
Annual TI Amortization/SF/Yr			
Total Full-Service Rate per Square Foot/Yr 1			

Other Information	
Annual Escalation	
Total TI \$	
Interest Rate %	

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

CERTIFICATION

I, _____, as owner, officer or authorized representative or agent of _____, hereby agree that if awarded the lease as a result of the Department of Children and Families Invitation to Negotiate, it will comply with the requirements, terms, and conditions stated in the Invitation to Negotiate and in the State of Florida, Department of Department of Management Services Standard Lease Agreement. In recognition thereof, the offeror's representative has read, understood, and agrees to comply with, and any intent by the offeror to deviate from the terms and conditions set forth therein may result, at the department's exclusive determination, in rejection of the reply.

Offeror's Name:	Prospective Lessor's Name:
Authorized Signature:	Print or type name:
Date:	
Witness Signature:	Print or type name:
Date:	
Witness Signature:	Print or type name:
Date:	

ATTACHMENT J
DOCUMENTATION CHECKLIST

Offeror's Name: _____ **Offeror's Representative's name:** _____

Offerors, please use the following checklist to confirm that all required documentation is submitted. Please note that the items requested shall conform to the specifications and requirements contained in this ITN.

A. Documentation required from all Offerors:

1. _____ 2 hard copies of this ITN and the Offeror's Reply with each page initialed by the Offeror by pen and ink.*
2. _____ 2 electronic copies of the pen and ink initialed copies of this ITN and the Offeror's Reply on Flash Drives in PDF format. Format.*
3. _____ Copy of the recorded deed for the property on which the Proposed Space is located evidencing clear title to the property in the name of the Offeror or the Offeror's lessor, principal, or optionor.*
4. _____ Copy of the lease between the owner of the property on which the Proposed Space is located and the Offeror evidencing the right to sublease the Proposed Space, parking areas, and areas of ingress and egress, if the Reply is being submitted by the lessee of the Proposed Space. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by the Department.*
5. _____ Copy of a special power of attorney from the owner of the property on which the Proposed Space is located to the owner's agent, broker, or legal representative if the Reply is by one of those persons or entities on behalf of the owner.*
6. _____ Copy of the option to purchase between the owner of the property on which the Proposed Space is located and the Offeror evidencing that the Offeror has a valid option to purchase the property and parking areas from the owner of record which, if exercised, will result in the Offeror's control of the Proposed Space and parking areas prior to the intended date of occupancy by the Department, if the Reply is being submitted by the holder of an option to purchase. *
7. _____ Copy of the option to lease the property on which the Proposed Space is located or the Proposed Space between the owner of the property and the Offeror evidencing that the Offeror has a valid option to lease the property and parking areas from the owner of record with authorization to, in turn, sublease which will result in the Offeror's control of the Proposed Space and parking areas prior to the intended date of occupancy by the Department, if the Reply is being submitted by the holder of an option to lease. Any lease and sublease must encompass the entire time period of the basic lease and any renewal option periods as required by the Department.*
8. _____ If parking, ingress, or egress is by way of an easement, provide copies of the recorded deed(s) evidencing ownership of the areas of parking, ingress, and egress and the easement granting the rights of parking, ingress, and egress showing the Clerk of Court's book and page.*
9. _____ Evidence that an Offeror other than a natural person is duly organized and existing in good standing under the laws of its state or country of organization and is authorized and in good standing under the laws of the State of Florida to do business in the State of Florida.*

Please initial Offeror acknowledgement on all pages of this submittal form: _____ ITN #590:3162-A

10. ____ A response to all of the "Lease Terms and Conditions" in **Article IV** clearly delineated and specific to **Article IV** questions, terms and requirements.*
11. ____ Photographs of the current front, sides, and rear of the building in which the Proposed Space is located. If the Proposed Space is to be constructed submit architectural renderings instead of photographs.*
12. ____ A Certification of multi-story building live load by a structural engineer registered with the State of Florida.**
13. ____ A public transportation schedule and map identifying bus stops related to the Proposed Space and the distance from the building in which the Proposed Space is located.
14. ____ Proof of historical designation if the property is so designated.
15. ____ **Attachment B** - A map of the area around the proposed facility annotated with the location and boundaries of the proposed facility and the location of the Proposed Space in the facility. *
16. ____ A floor plan showing the present, or if new construction is proposed the proposed, layout and configuration of the Proposed Space with dimensions. *
 - o The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein, (Attachment A), or as otherwise negotiated with the Agency.
17. ____ A scaled site layout with all parking spaces and utilization of spaces shown. The Department needs 7.5 parking spaces per 1,000 SF (7.5:1,000) available to the Department, but will consider offers with a minimum of 6 parking spaces per 1,000 SF (6:1,000). An Offeror for Proposed Space in a multiple tenant facility must include the total number of parking spaces and parking commitment to other tenants.*
18. ____ **Attachment D** – The Disclosure of Ownership form completed and executed on behalf of the Lessor.*
19. ____ **Attachment G** – The Employment Eligibility Verification form must be completed and executed on behalf of the Lessor.
20. ____ **Attachment H** - The Tenant Broker Disclosure and Commissions Agreement must be completed and executed on behalf of the owner.*
21. ____ **Attachment I** – The Offeror's contact Information, The square footage calculations in accordance with the requirements of this ITN. The otherwise properly completed Description of the Proposed Space and Certifications Regarding Public Entity Crimes and Lease Terms and Conditions with each page initialed on behalf of the Offeror in pen and ink, executed in pen and ink on behalf of the Offeror in both places where indicated, notarized and witnessed as specified therein in pen and ink, and with all certifications on page 2 checked "Yes".*
22. ____ If the Proposed Space is occupied by a tenant at the time that the Reply is submitted the Offeror must submit an acknowledgment by the tenant that the tenant will vacate the Proposed Space prior to the lease commencement date.*
23. ____ Crime statistics from local Law Enforcement Agency for a one-mile radius around the proposed location, for all crimes in the last reported year.*

Please initial Offeror acknowledgement on all pages of this submittal form: _____ ITN #590:3162-A

B. Additional Documentation required from Offerors of Proposed Space

1. **A Certificate of Occupancy** - If the Proposed Space Offered by the Offeror receiving the award requires renovation or tenant build-out or is in a building to be renovated the Offeror receiving the award must provide, prior to the date that the Proposed Space must be ready for occupancy by the Department, a certificate of occupancy evidencing that the work has been completed in accordance with the requirements of the State Fire Marshal as set forth in **Attachment E** and all other requirements for the space to be occupied. (Applies to Proposed Space that requires tenant build-out and/or renovation.)

C. Additional Documentation required from Offerors of Proposed Space in a building NOT to be newly constructed:

1. A DMS approved Energy Performance Analysis based on actual utility bill data for the previous twelve (12) months completed in accordance with the requirements of Attachment F and Rule 60D-4.007, F.A.C., if actual utility bill data for the building for that period is available.*
2. A DMS approved Energy Performance Analysis based on a computer-based simulation completed in accordance with the requirements of Attachment F and Rule 60D-4.007, F.A.C., if actual utility bill data for the building for that period is not available, including data that is not available because the Proposed Space is not separately metered by the utility provider.

* Each item noted above with an asterisk (*) is a Mandatory Requirement and must be submitted with the Reply.

** This item noted above with a double asterisk (**) is a Mandatory Requirement and must be submitted with the Reply if the Proposed Space is in an existing building.

Each Offeror must comply with all of the Mandatory Requirements and the specifications for the Mandatory Requirement contained in this Attachment J and the Mandatory Requirements must be submitted with the Reply to be considered for evaluation and selection under this ITN. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

The items noted above without any asterisk should be submitted with the Reply if possible, but in any event prior to the date scheduled for the award of the lease, or, where indicated, prior to the date that the Proposed Space must be ready for occupancy by the Department.