

**State of Florida
Department of Management Services
Invitation to Negotiate (“ITN”) for Leased Space**

Agency: Florida Department of Health

Lease Number: 640:0416 – Palm Beach County

CONTENTS

- I. INTRODUCTION AND OVERVIEW**

- II. INSTRUCTIONS AND GENERAL INFORMATION**

- III. REPLY WRITING GUIDELINES
TERMS OF THE REPLY**

- IV. LEASE TERMS AND CONDITIONS**

- V. REPLY EVALUATION AND NEGOTIATION PROCESS
PROPOSAL EVALUATION CRITERIA**

- VI. PROTEST PROCEDURES**

- VII. CERTIFICATION**

ATTACHMENTS

I. INTRODUCTION AND OVERVIEW

The Florida Department of Health (hereinafter referred to as the “Agency”), requests your participation in a space search in Palm Beach County, Florida [see detailed boundaries listed in Article IV., Lease Terms and Conditions, Subsection A]. The Agency is seeking detailed and competitive proposals to provide **built-out conditioned warehouse and office space and related infrastructure** for occupancy by the Agency. As relates to any space that is required to be built-out for the Agency and pursuant to this Invitation to Negotiate, all specifications, as identified in Attachment “A”, must be included.

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

The “Proposer” shall mean the individual submitting a Reply to this Invitation to Negotiate (ITN), such person being the owner of the proposed facility or an individual duly authorized to bind the owner of the facility. The term “Reply” or “Replies” shall be the Proposer’s response to the ITN. The term “State” shall mean the State of Florida and its Agencies. The term “Lessor” shall mean the successful Proposer.

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

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES

Complete written Replies are **due on the date specified in Article II, Subsection C, Key ITN Dates**. Submissions must include one original Reply, two copies and one electronic copy (on single USB storage device in PDF format and viewable in Adobe Acrobat Reader), in a sealed envelope or box with **“ITN Lease Number 640:0416”** clearly marked on outside sealed envelope or box.

Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Respondent considers any portion of its Reply to be confidential, exempt, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, the Respondent must segregate and clearly mark the document(s) as **“CONFIDENTIAL”**.

Simultaneously, the Respondent will provide the Department with a separate redacted paper and separate electronic copy (on single USB storage device) of its Reply. Written and brief description of the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption, must be included. This redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover, and must be clearly titled **“REDACTED COPY”**.

The redacted copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent will be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent must protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a redacted copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

This space is left intentionally blank.

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

Florida Department of Health
CCOC DOH Building 4052 – Leasing Office
Attention: Kimberly Cowling, Leasing Administrator
4052 Bald Cypress Way
Tallahassee, Florida 32399-1734

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

B. QUESTIONS REGARDING THE ITN

Questions or clarifications regarding this ITN or its specifications are to be submitted, in writing (which may include e-mail), to the Official Contact Person specified in Subsection D of this Article. See Key ITN Dates for deadline to submit questions or requests for clarification and for answers to the questions.

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

C. KEY ITN DATES

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

<u>Date and Time:</u>	<u>Item/Task:</u>
<u>3/11/2020-05/11/2020</u>	Dates ITN is advertised in Vender Bid System (VBS): http://vbs.dms.state.fl.us/vbs/vbs_main_menu
<u>3/20/2020 at 5:00 PM</u>	Deadline for submitting questions related to this ITN.
<u>3/26/2020</u>	Date answers to questions will be posted.
<u>4/23/2020 @ 1:00 PM</u>	Deadline for Receipt of ITN Replies.
<u>4/23/2020 @ 1:05 PM</u>	Date and Time ITN Replies will be opened.
<u>Location of ITN Opening</u>	Florida Department of Health 4052 Bald Cypress Way Tallahassee, Florida 32399
<u>4/24/2020-4/30/2020</u>	Time Period for Agency Evaluation of Replies and Site Visits.
<u>5/01/2020-5/8/2020</u>	Time Period for Negotiation with Preferred Candidates.
<u>5/12/2020</u>	Estimated date of Notice of Intent to Award.

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

D. OFFICIAL CONTACT PERSON – TENANT BROKER

Inquiries and comments about this ITN should be directed to:

Name: Jerry Thornbury
Agency: Savills Occupier Services Inc
Address: 3000 Bayport Drive, Suite 485
City/State/Zip: Tampa, Florida 33607
E-mail: jthornbury@savills.us

The above contact persons are the only authorized individuals to respond to ITN comments and questions.

OFFICIAL CONTACT PERSON - PROPOSER

Each Proposer MUST provide the below contact information:

Name: _____
Title: _____
Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
Cell/Mobile: _____
E-mail: _____

F. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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.

G. SPECIAL ACCOMMODATION

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

III. INVITATION TO NEGOTIATE REPLY WRITING GUIDELINES AND TERMS OF THE REPLY

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

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

Replies must completely and accurately respond to all requested information and follow the same general order of contents, as outlined below:

1. **Control of Property** – for a Reply to be responsive, it must be submitted by one of the entities listed below, and the proposal must include supporting documentation proving such status. This requirement applies to the building and structure, the proposed parking areas and areas of ingress and egress.
 - **The owner of record of the facility and parking area** – submit a copy of the deed(s) and title insurance or opinion evidencing clear title to the property proposed.
 - **The Lessee of space being proposed** – submit a copy of the underlying lease agreement with supporting documentation and authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
 - **The authorized agent, broker or legal representative of the owner(s)** – submit a copy of the Special Power of Attorney authorizing submission of the proposal or corporate documents establishing the authority of the agent, broker or legal representative to act on behalf of the property owner(s).
 - **The holder of an option to purchase** – submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer's control of the facility prior to the intended date of occupancy.
 - **The holder of an option to lease the property offered** – submit documentation of a valid option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods resulting from the ITN, as required by the state. A copy of the lease agreement between the owner and the Lessee must be provided to the Agency at the time of submitting the Reply to this proposal.
2. Each Reply will include the following:
 - **Article II, E** – provide the complete contact information of the Proposer.
 - **Article IV** – provide response to all of the "Lease Terms and Conditions" listed in this Article.
 - **Attachment D** – the Disclosure of Ownership form must be completed and returned with the Reply.
 - **Attachment F** – the Energy Performance Analysis instructions must be followed and the appropriate information returned and approved post award. The Analysis does **not** have to be completed with this Reply.
 - **Certification** – each Proposer must complete the Certification and provide proof of authority as specified in Article VII.
 - All Proposers must initial at the bottom of each page.
 - All pages of this ITN document must be returned as part of the Reply.
3. **Interior/Space Planning** – each Reply must include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements. The final floor plan (if Proposer is selected for Award) will be as described in the specifications included herein or as otherwise negotiated with the Agency.
4. **Test Fit** – prior to final negotiation and selection of a Reply or Replies, a "test fit" of the Proposed Space relative to the need may be required, the expense of which will be borne by the Proposer.

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

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

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

IV. LEASE TERMS AND CONDITIONS

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

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Agency is seeking between **18,800 and 19,740 usable square feet** of contiguous space (in one building), comprised of approximately **13,475 usable square feet** of warehouse space and approximately of **5,400 usable square feet of office/circulation space**.

Type of space required is **climate-controlled warehouse, office and related infrastructure**. Space use is **storage/warehouse and general office**.

Proposer must provide the location of the space in the building (the "Proposed Space"), the amount of space available and the complete address of the space.

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

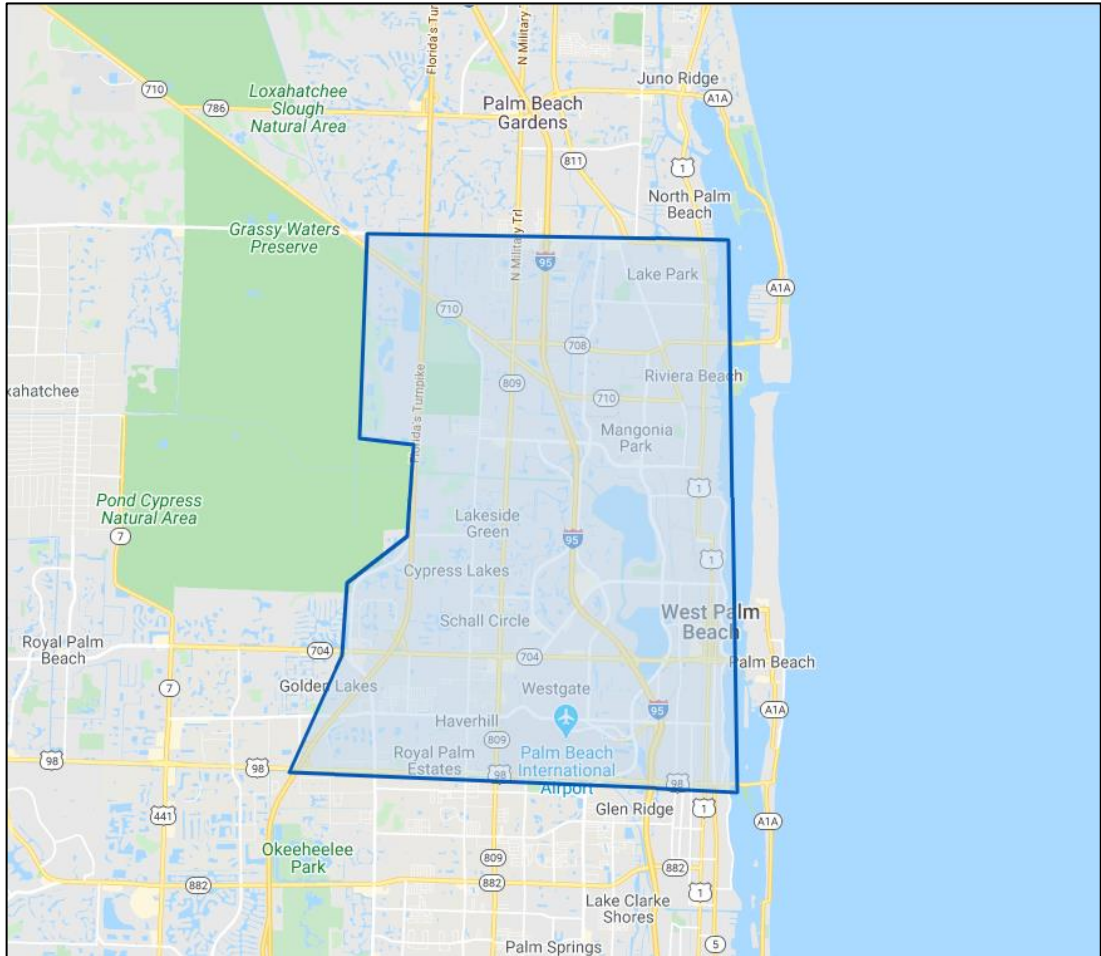
ADA Requirements - Space must be renovated prior to Lessee's occupancy, to conform with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act Section 553.501-553.513 Florida Statutes, the current Florida Disability Code for Building Construction, Public Law 101-336,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

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

This space left intentionally blank.

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



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

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

Complete address of the Proposed Space is: _____

B. LEASE COMMENCEMENT DATE/LIQUIDATED DAMAGES

The Proposed Space is to be made available on **October 1, 2020**, with access to the space thirty (30) business days prior to occupancy date for set-up. Lessee shall be able to occupy the space at least five (5) business days prior to October 1, 2020, at no cost to the Lessee. Should the successful Proposer fail to make the space available by the date specified in the Reply; the Proposer shall be liable, at the Agency's discretion for liquidated damages in the amount of **\$791.56** for each additional day until the Proposed Space is made available, in accordance with the Liquidated Damages Addendum to the Lease.

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

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

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

- Construction Project Schedule – see Attachment B. Schedule will include projected dates. Lessor is responsible for working with its Contractor to ensure the schedule is updated, at all times. The schedule will be used to monitor the progress of the construction and will be addressed at each meeting and by the Tenant Broker, as necessary.
- Permits – a copy of all permits will be provided to the Agency's Leasing Administrator within **2** business days of posting.
- Inspections – copies to be provided within **2** business days upon inspection request and upon approval. The Agency's Leasing Administrator will be provided a copy of comments/corrections returned by the inspector.
- Delays – Proposer to inform as to expected delays, within 2 business days; if delays occur due to late performance.
- Construction Meetings – shall occur weekly on site and are initiated by the Proposer/Lessor. The construction manager or representative with knowledge of the current project status must be present at the meetings. Meeting Notes will be provided by Lessor's Team within one business day of the meeting to contacts.
- Floor plans – will be a joint effort of Agency staff and successful Lessor. The Lessor will provide architectural services for preparation of the floor plans and renovations. The final floor plan is subject to the Agency's approval, the State Fire Marshal Plan Review and Approval and the local building authority.
 - Changes to approved floor plans must be submitted in writing by the Lessor to the Agency's Leasing Administrator. The Leasing Administrator will determine whether the change may be approved and notify the Lessor in writing prior to the contractor proceeding with changes.
 - Final floor plans – the Proposer/Lessor will provide two originals and two electronic copies (on single USB storage devices) of the signed, certified and sealed sets. If revised, complete sets must be returned, as stated above. Plans must be provided to the Agency's Leasing Administrator in Tallahassee before the original lease is delivered.

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

C. TERM AND RENEWAL OPTIONS

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

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

D. RENTAL RATE – NON- FULL SERVICE (GROSS)

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

Provide the proposed modified gross rent for each year of the initial and renewal terms (as required in Subsection C of this article):

This space left intentionally blank

**Ten Year
Initial Term**

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

First Renewal Option

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

Second Renewal Option

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

Note: Proposers must submit proposals for all lease terms being requested.

**Fifteen Year
Initial Term**

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

This space left intentionally blank

First Renewal Option

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

Second Renewal Option

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

Note: Proposers must submit proposals for all lease terms being requested.

This space left intentionally blank

E. PERMITTED USE BY THE STATE

The State's permitted use for the location will include warehouse/storage and administrative office, as well as, appropriate appurtenant uses such as break room, training areas, vending, computer rooms, etc. There will be no laboratory or clinical activities conducted at the Premises.

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

YES ___ or NO ___

F. ENERGY STAR RATING

The State requires, wherever possible, that leased space be in an Energy Star rated facility. The proposed Facility does not have to be Energy Star rated to be considered.

Does this facility meet standards of an Energy Star building as determined on the following website:
http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?

YES ___ or NO ___

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

G. TURN-KEY BUILD OUT

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

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

YES ___ or NO ___

H. ANTENNA ROOF RIGHTS

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

Proposer agrees to the term in this section:

YES ___ or NO ___

I. COMMISSION AGREEMENT

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

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

YES ___ or NO ___

J. LEASE

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

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

YES ____ or NO ____

K. ATTACHMENTS

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

Attachment A Agency Specifications – provides specific detail as to the Agency space requirements.

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

Attachment C Lease Agreement – the State lease form is provided to give the Proposer a general understanding of some of the terms and conditions required by the State should a lease be consummated. No changes to the form or language are permitted.

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

- Air Quality
- Employment Eligibility Verification (eVerify)
- Liquidated Damages
- Proposal Submitted by Lessor

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

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

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

Attachment G Special Power of Attorney – this attachment is required, if submitting on behalf of owners.

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

Should a Proposer's space be selected, the Proposer will, to the extent applicable, be required to adhere to the terms and conditions contained in all Addenda and Attachments and/or shall be required to complete/provide the information required in any such Attachment.

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

L. PARKING

Adequate parking for State employees and visitors is mandatory. At the minimum, respondents must make available not less than 2 (two) spaces per 1,000 square feet leased. Number of ADA Spaces to be included is as required by code. Additional parking requirements are listed in Attachment A – Agency Special Requirements.

Proposer agrees to provide _____ parking spaces: YES ___ or NO ___

M. DISCLAIMER

This ITN is an Invitation to Negotiate. It is neither an offer, contract nor agreement of any kind. Neither the Agency nor the Lessor shall have any legal rights or obligations whatsoever between them and neither shall take any action or fail to take any action in reliance upon any part of these discussions until the proposed transaction and a definitive written lease agreement is approved in writing by the Agency.

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

Proposer understands and agrees with the Disclaimer set forth in this Section: YES ___ or NO ___

V. REPLY EVALUATION & NEGOTIATION PROCESS AND PROPOSAL EVALUATION CRITERIA

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

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

This space left intentionally blank.

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates are evaluated using total present value methodology for basic term of lease, by application of the present value discount rate of 2.83%. **Maximum points: 20**

Rental rates for renewal terms of lease. Proposed renewal rates are within projected budgetary restraint of the department. **Maximum points: 5**

B. Location:

The effect of environmental factors (including the physical characteristics of the building and the area surrounding it) on the efficient and economical conduct of department operations planned for the requested space. **Maximum points: 15**

Frequency and availability of public transportation within one-half mile of the offered space. **Maximum points: 3**

Present condition of physical property the building sits on, adjacent structures and surrounding neighborhood. **Maximum points: 15**

Security issues posed by building, by associated parking and by surrounding neighborhood, quality of exterior lighting and obstructed entrances/exits. **Maximum points: 15**

Location of the building relative to any known flooding or other water control related issues that could impact the Agency's operations. **Maximum points: 12**

C. Property:

The extent to which the offered space is designed to an efficient layout and good utilization of space and energy; for example (house service units in proximity to interdependent units, Sustainable Building Rating or E.A. Energy Rating). Also, the overall contiguous nature of the Proposed Space. **Maximum points: 5**

The extent to which the building, parking area and property, as a whole is conducive to future expansions. **Maximum points: 5**

D. Other Factors that may be considered and for which additional points may be awarded:

Presence of existing fire alarm and security equipment. **Maximum points: 5**

VI. PROTEST PROCEDURES

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes and Florida Administrative Code Chapter 28-110. It is the Department’s intent to ensure that specifications are written to obtain the best value for the State and to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. NOTICE OF PROTEST OF THE SOLICITATION DOCUMENTS SHALL BE MADE WITHIN SEVENTY-TWO HOURS AFTER POSTING OF THE SOLICITATION. Questions to the Official Contact Person shall not constitute formal notice. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests must be timely filed with the Department of Health’s Agency Clerk. See Agency website at www.FIhealth.gov, Administrative Functions.

VII. CERTIFICATION

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

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

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

Proposer’s Name

Prospective Lessor’s Name

FEID or SS Number

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner

This space left intentionally blank.

ATTACHMENT A

MINIMUM AGENCY SPECIFICATIONS

Quantity		Space Type and Size	SF	Voice	Data	Total Voice	Total Data
		Personnel and Standard Support Areas					
A.	2	Office(s) @ 150 SF each	300	1	1	2	2
B.	4	Office(s) @ 100 SF each	400	1	1	4	4
C.	8	Workstations @ 80 SF each	640	1	1	8	8
D.	17	Workstations @ 60 SF each	1,020	1	1	17	17
Sub Total – Personnel & Standard Support Areas			2,360			31	31
Circulation Space (35%) for Items A through D			826				
Quantity		Space Type and Size	SF	Voice	Data	Total Voice	Total Data
		Public Use and Special Areas					
E.	1	Reception	120	1	1	1	1
F.	1	EOC Training Room	750	25	25	25	25
G.	1	Warehouse Records Storage	2,000	1	2	1	2
H.	1	Warehouse Print Shop	290	1	5	1	5
I.	1	Surplus Staging Area	250	0	0	0	0
J.	1	CRI and SpNS Supplies and Storage	250	0	0	0	0
K.	1	Emergency Preparedness Equipment and Supplies	2,000	0	0	0	0
L.	1	Vaccine and KI Medical Counter Measures Room	500	1	2	1	2
M.	1	Warehouse and Supplies/Inventory	4,400	0	0	0	0
N.	1	LAN Room	75	0	3	0	3
O.	1	Pantry	200	1	1	1	1
P.	2	Copy Room	100	2	2	4	4
Q.	2	Storage Rooms	100	0	0	0	0
R.	2	Shower/Restroom Combination	300	0	0	0	0
S.	1	Open Work Area	100	1	1	1	1
Sub Total – Public and Special Use Areas			11,935				
Circulation Space (30%) for Items E through S			3,581				
TOTAL SQUARE FEET:			18,702			35	44

This space left intentionally blank.

Agency Special Requirements

1. **ADA Requirements** – all space currently conforms to or will be brought into ADA compliance by occupancy.
2. **Available (days/time)** – 7 days a week; 24 hours per day.
3. **Ceiling Height** – 24 feet (to accommodate forklifts and racks).
4. **Copy Rooms** – DOH will provide Bizhub copier/scanner machines (3). Electrical outlets (110 / 220) provided by Lessor and data drops (provided by DOH). Shelving or cabinets provided and installed by DOH.
5. **Doors – type and hardware/access**
 - a. Interior: standard interior doors, with locking door handles.
 - b. Swipe card access provided by DOH vendor on all suite entrances, exterior entrances, EOC Room, LAN, Print Shop and Vaccine Room.
 - c. Exterior doors and roll up doors in bays and windows must support 150MPH winds.
 - d. Door connecting office to warehouse to be fire rated and a fire wall is required.
6. **Electrical**
 - a. Equipment provided by DOH requires electrical supply installed by Lessor, per DOH specifications: power charging station for forklift (1/220 line), transfer switch for generator (generator provided by Lessor), vending machines, Bizhub copiers/scanners. Outdoor plug (1) 30 Amp to charge trailer.
7. **EOC Training and Conference** – capacity 25. DOH will provide Audio Visual (AV) equipment, Polycom, printer, phone, projector screen, and video monitor camera installed by DOH Vendor (Protec). DOH will provide table and chairs.
 - a. Electrical and data drops required in ceiling, wall and floor under conference table. See diagram.
 - b. VDE: Voice – 30 Data drops – 30 Electrical Outlets - 30
8. **Fire Alarm and Suppression System** – fire extinguishers provided and maintained by owner.
 - a. Automatic sprinkler systems shall be installed where storage height exceeds twelve (12') feet.
 - b. Fire Alarm, Detection Systems and Smoke Control Systems
 - c. Facility to be functional during and after natural disaster – is site in a flood zone?
9. **Flooring** – concrete in warehouse; VCT in office (Lessor to provide samples to DOH for review / selection).
10. **Furniture (Modular)**
 - a. DOH will purchase modular furniture and DOH furniture vendor (JC White) will install.
 - b. Lessor will provide electrical connections, per DOH specifications. DOH will provide data drops.
11. **Generator** – provided by Lessor, per DOH specifications (150KW), with transfer switch for back-up use to building and vaccine refrigerators during power outages and emergencies/disasters. Generator should support the AC system, IT Room and full interior space. Parking space provided by Lessor.
12. **Janitorial Supplies and Services** – provided by DOH.
13. **Maintenance Services** – Lessor to change HVAC filters every 60-90 days or more often, as conditions warrant.
14. **Medical Countermeasures Room** – Vaccine refrigerators provided by DOH. Lessor will provide electrical (10 outlets; 110 & 220) to support refrigerators.
15. **Pantry** – minimum of 6 electrical outlets (to accommodate refrigerator and microwave provided by DOH), cabinets and sink; provided and installed by Lessor. DOH will provide table and 8-10 chairs.

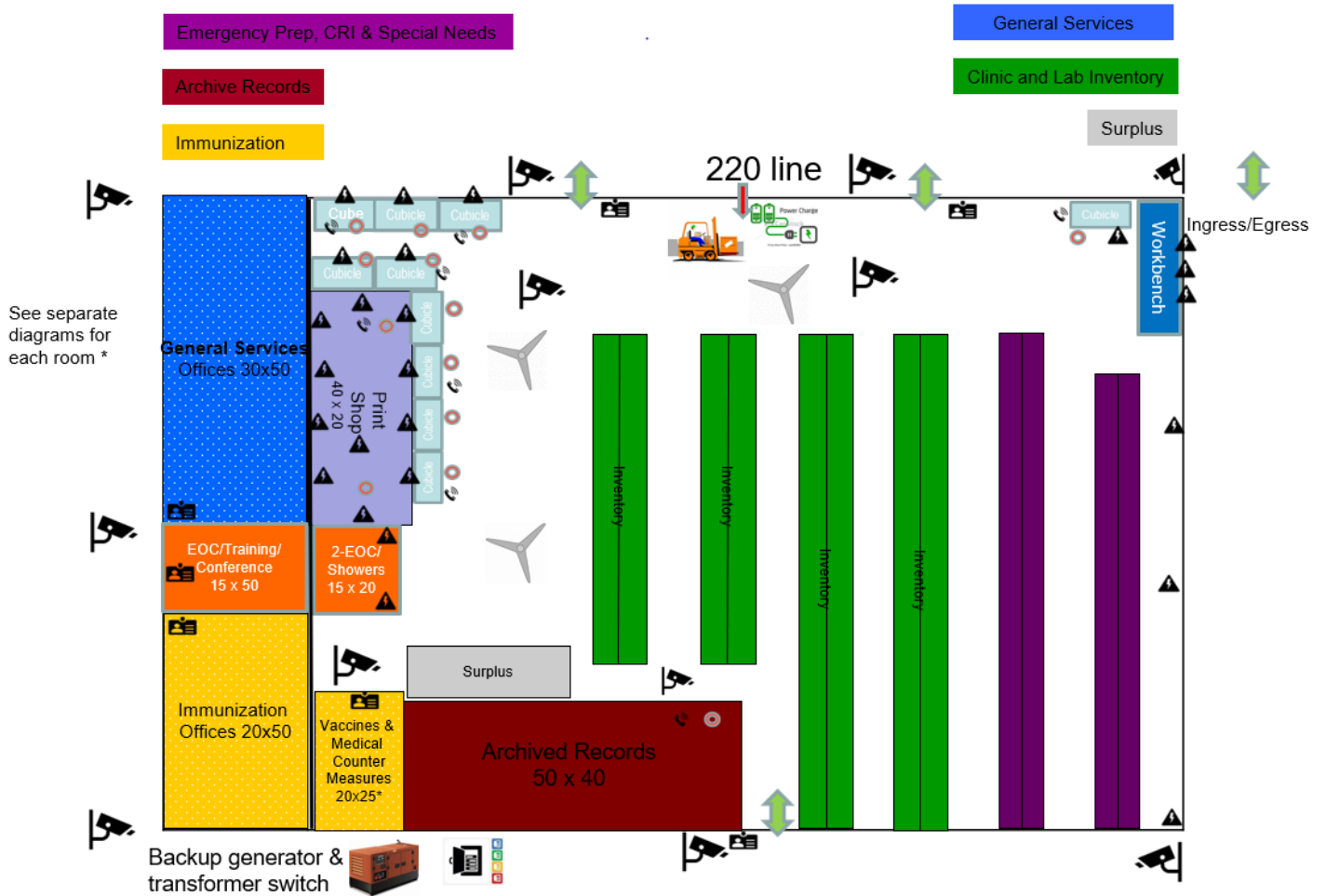
16. **Parking** – employee/client – 30 spaces and 2 ADA spaces for total of 32 spaces. Additional space is needed to park: 1 each - Mobile Dental RV (35'Lx9'W), Portable trailer (WS 30'Lx6'Wx10'H), Box truck (20'Lx12'H).
17. **Reception** – capacity 4. Equipment provided by DOH and installed by DOH vendor (Protec Video): video camera and card reader.
18. **Restrooms** – Warehouse - two shower/restroom combinations, with 4 electrical outlets installed in each. Office - Client/staff (2-Unisex). ADA Compliant. Restrooms to include sink soap dispensers, paper towel holders and seat cover dispensers.
19. **Security** –
 - a. DOH will purchase security system to secure interior office space & all points of entry. DOH vendor (Protec Video) will install alarms, card swipe access and CCTV, in areas designated, by DOH.
 - b. Nighttime security lighting, specifically at entrances and in parking lot.
 - c. Landscaping next to the building kept trimmed back to discourage unauthorized entry or loitering.
 - d. Utility boxes will be locked to prevent tampering.
20. **Shelving** – shelving provided and installed by DOH.
21. **Signage – Building / Directory** – to include **Florida Department of Health in Palm Beach County** (logo below), building address and applicable unit/suite numbers. Lessor to number all rooms.



22. **Telecommunications, Wiring Closet, Telephone/VOIP Room, Computer/LAN Room, Security Room**
 - a. Connectivity to Florida Department of Health Network.
 - b. Dedicated HVAC system with thermostat control located inside Server Room.
 - c. Approximately 50 Voice and 70 Data.
23. **Utilities** – DOH will provide utilities.
24. **Vending** – vending services are required; connectivity provided by Lessor. The state will provide the equipment. DOH will provide the location during space planning.
25. **Vendors performing work in leased space**
 - a. Lessor's employees, vendors, subcontractors, vendor or subcontractor personnel, independent contractors, leased employees, volunteers and those performing day-to-day activities related to equipment installation, building & equipment repair/maintenance, emergency repairs, general maintenance and janitorial crews will be appropriately background screened by Lessor before being admitted into the leased space.
 - b. If the vendor does not have appropriate credentials (i.e., documentation to include vendor's name, date of birth, and social security number) or is simply delivering equipment, moving furniture, etc. they will be accompanied by a DOH employee for the duration of the visit.
 - c. **DOH Vendors** – DOH will provide vendor contact information to Lessor. DOH is responsible for coordinating all work performed by vendor and vendor's access to facility with Lessor and Lessor's contractors.
 - d. All visitors and vendors must sign the daily activity/visitor's log.
26. **Walls and Windows** – CBS/Tilt wall poured concrete. Construction to sustain winds of 150 mph or better. Prefer impact windows.
27. **Warehouse** – Bay doors - minimum of 3 doors, 9' wide & 9' high. Loading Dock – minimum of 3, 9' wide, with one loading dock leveler.
28. **Window Coverings** – blinds, tint or sun-blocking shades.

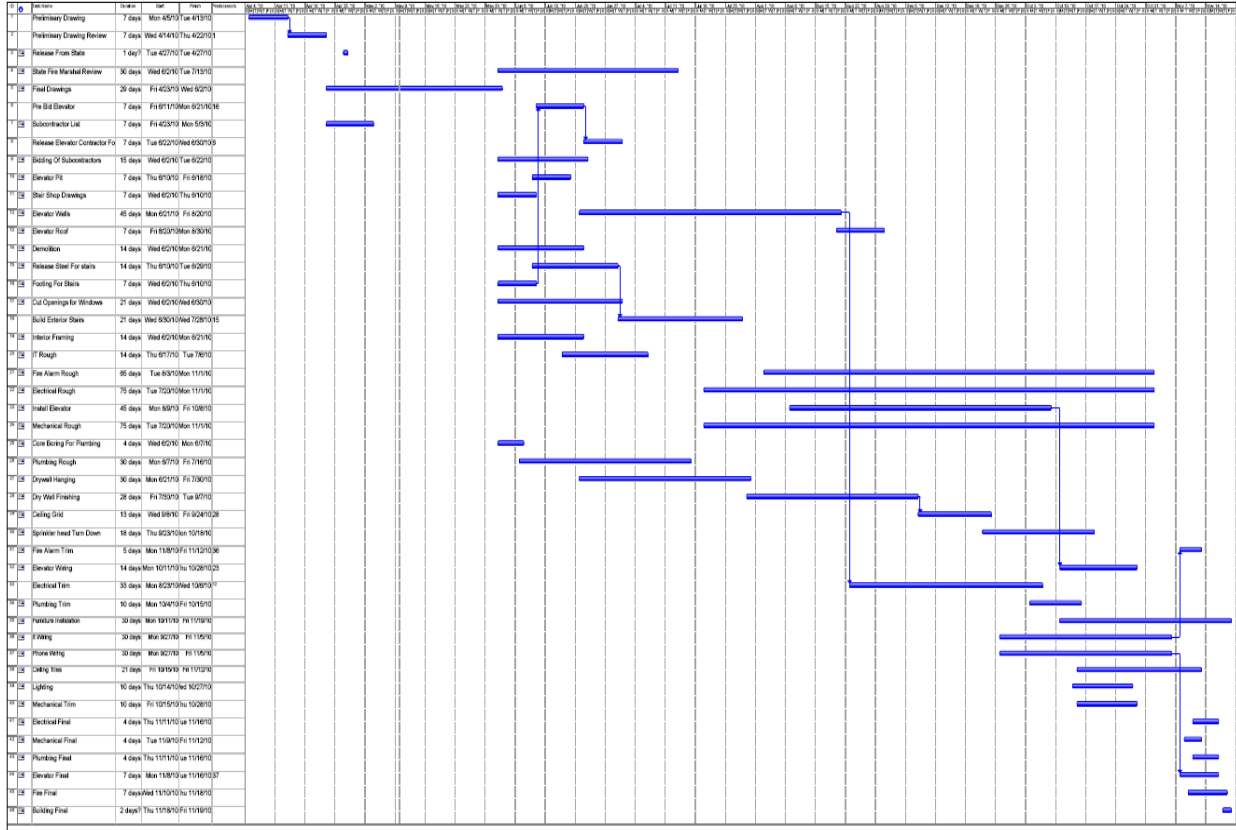
Preferred Space Layout

The below is the preferred space layout to be used as a reference for operation flow and adjacencies. The layout does not portray all of the space needs; refer to the Agency Specification Pages for exact programming needs.



ATTACHMENT B

Sample Construction Project Schedule



This space left intentionally blank.

ATTACHMENT C



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

Lease Number: _____

Lease Commencement: _____

Preamble

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

Parties

Lessee: _____

Agency Name

Address: _____
Street City State Zip Code

Lessor: _____

Lessor Name

Address: _____
Street City State Zip Code

FEID: _____ OR Social Security Number: _____

1. Description

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

Description: _____

Building: _____ County: _____

Building Name

Address: _____
Street City State Zip Code

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

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

2. Term & Renewals

A. The Lease shall begin on: _____

Month

Day

Year

and end at the close of business on _____

Month

Day

Year

for a term of _____ months.

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

Lessor Initial: _____

Page 1 of 8

Form 4054

Lessee Initial: _____

Rev. Date 8/15

Lease Number: _____

3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

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

Lessee: _____
Lessee Name

Address: _____
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

4. Rent

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

A. Base Term

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

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

Lessor Initial: _____ Page 2 of 8
 Lessee Initial: _____ Form 4054
 Rev. Date 8/15

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

Lease Number: _____

B. Option Term

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

Start (MM/DD/YYYY)	Term		Floor of Building	Square Footage Per Floor	Rate Per Square Foot	Monthly Rent	Annual Rent
	-	End (MM/DD/YYYY)					
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$0.00	\$0.00
-	-	-				\$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: _____ Page 3 of 8
 Form 4054
 Lessee Initial: _____ Rev. Date 8/15

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

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.

Lessor Initial: _____ Page 4 of 8
Form 4054
Lessee Initial: _____ Rev. Date 8/15

- 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.

Lessor Initial: _____ Page 5 of 8
 Form 4054
 Lessee Initial: _____ Rev. Date 8/15

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

13. Right to Inspect

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

14. Taxes and Insurance

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

15. Subletting and Assignment

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

16. Waiver of Defaults

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

17. Rental Commencement

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

18. Availability of Funds

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

19. Breach of Covenant

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

20. Not Consent to Sue

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

21. Right to Terminate

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

22. Public Entity Crime Statement

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

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

Lessor Initial: _____ Page 6 of 8
Form 4054
Lessee Initial: _____ Rev. Date 8/15

23. Discrimination

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

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

24. Use of Premises

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

25. Failure to Comply

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

26. Definition of Terms

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

27. Additional Terms

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

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

Lease Number: _____

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

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

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

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

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

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

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

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AIR QUALITY ADDENDUM

Addendum: _____

Lease Number: _____

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

1. Indoor Air Ventilation & Minimum Moisture Standards:

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

2. Service & Filtration of HVAC Systems & Mold Growth:

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

3. Moisture Intrusion & Mold Amplification:

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

4. Lessee's Remedy to Indoor Air Quality:

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation that is also a Florida Licensed Mold Assessor (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) . Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator. Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third-party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor.

LESSEE: Florida Department of Health

LESSOR:

Signature Date

Signature Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
 Employment Eligibility Verification

ADDENDUM _____

LEASE NUMBER: _____

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

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

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

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

 Lessee

 Lessor

(x) _____
 Lessee Signature

(x) _____
 Lessor Signature

 Name/Title

 Name/Title

 Date

 Date

FM 4054K1 (R01/12)



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

ADDENDUM: _____

LEASE NUMBER: _____

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

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

Lessor:

Lessee:

Lessor Signature

Lessee Signature

This space left intentionally blank.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
ADDENDUM FOR PROPOSAL SUBMITTED BY LESSOR

ADDENDUM: _____

LEASE NUMBER: _____

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

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

Lessor:

Lessee:

Lessor Signature

Lessee Signature

This space left intentionally blank.

ATTACHMENT D
DISCLOSURE STATEMENT

STATE OF FLORIDA
Disclosure Statement

Department of Management Services Form 4114



Lease Number: _____

Purpose

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

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

- a. Publicly Owned Facility
- b. Privately Owned Facility Individually held Entity held (e.g., corporate, LLC, partnership, etc.)

c. Name of titleholder: _____
Titleholder FEIN or SSN: _____
Name of facility: _____
Facility street address: _____
Facility city, state, zip code: _____

2. Disclosure Requirements

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

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

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

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

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

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

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

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____

ATTACHMENT E

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

WHAT TO SUBMIT

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

If Sending by Regular Mail

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

If Sending by Overnight Service

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

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 & appropriate N.F.P.A. standard 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.

This space left intentionally blank.

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 & 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, furs, etc.) extending more than 4 inches from the ceiling plane. Rooms, spaces & areas shall be identified.
13. Differentiate between all existing/proposed components. If system or portion is existing, indicate date of existing system installation, or date of prior substantial system renovation.

SPRINKLER SYSTEM CHECKLIST

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

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS

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

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS

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

This space left intentionally blank.

ATTACHMENT F
ENERGY PERFORMANCE ANALYSIS (EPA)

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

- buildings larger than 5,000 gross square feet
- spaces larger than 5,000 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
 - 2) the Energy Star Target Finder software, which is available at:
http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder
- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
 1. *Whole-Building Scenario:* When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist or the space has been unoccupied for more than 30 days, then the Energy Star rating must be developed with the annual energy consumption results of a computer-based simulation (see Computer-Based Simulation Requirements below for additional information).
 2. *Partial-Building Scenario:* When the proposed lease space does not account for all rentable space within a given building or is not separately metered by the utility provider, a computer-based simulation shall be performed that computes the expected annual energy consumption for the proposed lease space. The results of the computer-based simulation shall be used to generate the Energy Star rating. *Note: An Energy Star rating for the entire building in this scenario will not be accepted.*
- d. Exception: When the proposed lease does not meet the eligibility criteria for an Energy Star rating regarding the type or allocation of space, an energy performance index (kBtu per gross square foot per year) shall be developed manually in lieu of the Energy Star rating using one of the following sources:
 - actual utility bill data for the previous 12 months
 - the expected annual energy consumption developed with a computer-based simulation
- e. Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
- f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
 - 1) an Energy Star rating for the proposed lease
 - 2) the energy performance index (kBtu per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating

2. Energy Cost Projection:

- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
 - 1) the average annual energy costs based on actual utility bills for the previous three years
 - 2) current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
- b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.

- c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
 - 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
 - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

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

1. The computer-based simulation shall be performed by an engineer licensed in Florida.
2. The computer-based simulation program shall be one of the following commercially-available software programs:
 - a. DOE-2
 - b. BLAST
 - c. eQuest
 - d. EnergyPlus
 - e. Carrier HAP
 - f. Trane TRACE
 - g. Other programs determined by DMS to be consistent with Rule 60D-4.005, FAC.
3. The computer-based simulation shall model total energy consumption for the proposed lease space.
4. The computer-based energy simulation shall model all of the following loads that exist or shall exist as a result of renovations in the proposed lease space:
 - a. lighting
 - b. internal equipment loads
 - c. service water heating
 - d. space heating
 - e. space cooling
 - f. fans
 - g. pumps

EPA Submission Requirements - The EPA submission shall contain all of the following information:

1. A description of the proposed lease space that includes:
 - a. gross square footage
 - b. rentable square footage
 - c. type of space
 - d. current number of occupants
 - e. proposed number of occupants (this is the tenant agency's requirement)
 - f. weekly operating schedule
 - g. address of the facility
2. Copies of the utility bill statements for the previous one year (provide when such data is used to develop the Energy Star rating). Historical consumption and cost data supplied by the utility provider will be considered acceptable in lieu of utility bill copies.
3. Copies of the actual utility bill statements for the previous three years (provide when such data is used to develop the energy cost projection). Historical consumption & cost data supplied by the utility provider will be considered acceptable in lieu of utility bill copies.
4. Input and output sheets from the computer-based simulation program (provide when a computer-based simulation is required).
5. The name, address, firm name, and license number of the engineer who performed the computer-based simulation (provide when a computer-based simulation is required).
6. Energy Star software forms:
 - a. "Statement of Energy Performance" (provide when Energy Star Portfolio Manager is used)
 - b. "Target Energy Performance Results" (provide when Energy Star Target Finder is used)
7. Energy performance index and calculations (provide when the proposed lease is not eligible for an Energy Star rating).
8. The cost utilization index, projection, and calculations. A brief description of the type and size of the existing HVAC and lighting systems.
9. A detailed description of all renovations planned, necessary, or performed to make the proposed lease space suitable for the tenant agency.
10. A detailed description of all energy conservation measures proposed to raise the Energy Star rating to the minimum accepted level (provide when energy conservation measures are proposed and also include the revised Energy Star reports).
11. Delivery: The energy performance analysis shall be mailed or delivered to the department pursuant to Section 255.254(1), Florida Statutes at the following address:
DMS EPA Review (850-488-1817)
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399-0950

ATTACHMENT G

SPECIAL POWER OF ATTORNEY

I, _____, _____,
Name Street Address
_____, _____, appoint _____,
City, State Zip Code Name
_____, _____,
Street Address City, State Zip Code

as my attorney in fact to act in my capacity to do any and all of the following:

Any acts necessary regarding the entering of a bid for Lease Agreement No. 640:0416 with the State of Florida, Department of Health, for the Building at _____, _____, FL

Street Address City
_____, title to said property being held by _____.
Zip Code Name

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

DATED this _____ day of _____, 20_____. _____
Signature

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
Name
personally known to me, who, after first being sworn by me, affixed his/her signature in the
space provided above this _____ day of _____, 20_____.

Notary Public (SEAL)

Printed Name of Notary Public My Commission Expires: _____

This space left intentionally blank.

ATTACHMENT H
COMMISSION AGREEMENT



Lease Number: _____

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

This Commission Agreement ("Agreement") is entered into as of this _____ day of _____, 20____, by and between ("Owner") _____, The State of Florida ("Tenant") _____ Department of Health, And ("Tenant Broker") _____ Savills Occupier Services 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:

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

Warehouse/Storage/Hangar:

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

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

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

FM 4097 (R04/14)

Page 1 of 2

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

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

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

8. **NOTICES:**

To Tenant Broker:	Savills Occupier Services Inc.
.....	3000 Bayport Drive, Suite 485
.....	Tampa, FL 33607
To Owner:	
.....	
.....	
To Tenant:	Florida Department of Health - Attn: Kimberly Cowling
.....	4052 Bald Cypress Way, Bin B06
.....	Tallahassee, FL 32399

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

AGREED AND ACCEPTED this ____ day of _____, 20 ____

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