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STATE OF FLORIDA

DEPARTMENT OF JUVENILE JUSTICE

INVITATION TO NEGOTIATE (ITN) FOR LEASED SPACE

LEASE NUMBER 800:0421

WEST PALM BEACH (PALM BEACH COUNTY)

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I. INTRODUCTION AND OVERVIEW

The State of Florida’s Department of Juvenile Justice (hereinafter referred to as the “Agency”), requests your participation in a space search in West Palm Beach, Palm Beach County [more detailed boundaries are listed with map on page 13. The Department of Juvenile Justice is seeking detailed and competitive proposals to provide built-out office facilities and related infrastructure for the occupancy by the Agency. As relates to any space that is required to be built-out pursuant to this Invitation to Negotiate, please see **Attachment “A”** which includes the Agency Specifications detailing the build-out requirements. The Department of Juvenile Justice has authorized David Hulse, CB Richard Ellis, Inc. (Tenant Broker Representative) to be its exclusive representative during this solicitation for space.

All responses to this Invitation to Negotiate (hereinafter referred to as a “Reply” or “Replies”) must be received by the date required in Article II, Section A, in written/typed form. The Reply must be sent, within the timeframes provided herein, to the Department of Juvenile Justice at the address specified in Article II of this Invitation to Negotiate.

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

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

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

FAMILIARITY WITH LAWS

The Offeror is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any way affect this project. Lack of knowledge by the Offeror shall in no way allow relief from responsibility. All costs associated with compliance are borne by the Offeror. The Department shall exercise due care in response to questions concerning matters of law, but if in error, shall not be stopped from asserting the correct principles of law.

LEGAL REQUIREMENTS

Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations or rules shall govern the development, submittal and evaluation of all proposals received in response hereto. Florida law, including Florida’s provisions on conflict of laws, shall govern any and all claims and disputes, which may arise between persons submitting a Reply hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Offeror shall not constitute a cognizable defense against their effect.

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VENUE

The validity, interpretation and performance of the lease shall be controlled by and construed under the laws of the State of Florida. Any and all litigation arising under the lease must be instituted in the appropriate court in Leon County.

WAIVER

The failure of any party to the lease resulting from this ITN to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of the lease shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

PUBLIC ACCESS TO RECORDS

All documents, papers, letters or other materials relating to the lease that are made or received by the Offeror in conjunction with the lease, are required to be available for public access and copying in the manner specified by Chapter 119, Florida Statutes. Such records shall be maintained for a period of at least three years after the expiration of the lease at no cost to the Agency. The Agency may unilaterally cancel any lease resulting from this ITN for the Offeror's refusal to allow access to public records.

INDEMNIFICATION

The Offeror shall act as an independent contractor and not as an employee of the Agency in the performance of the tasks and duties which are subject of the lease. The Offeror shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Agency, the State of Florida, its officers and employees, harmless from all claims, suits, judgments or damages (including litigation costs and reasonable attorney's fees) arising from the Offeror's performance of the tasks and duties which are subject of the lease whether accomplished by subcontractor or not, including:

- A. Obtaining consent of any nature whatsoever;
- B. Any and all claims arising from contracts between the Offeror and other parties made pursuant to the lease;
- C. Actions resulting from hidden defects in the property which a reasonable inspection of the premises did not reveal.

SUBCONTRACTING

The Offeror may enter into written subcontracts for performance of work under the lease but only with prior written approval of the Agency. The Agency shall have the continuing right throughout the term of any lease resulting from this ITN to disapprove subcontractors if such disapproval would be in the best interest of the Agency. The Agency shall have the right to inspect and acquire copies of any of the documents executed between the Offeror and the subcontractor. No subcontract, which the Offeror enters into with respect to performance under the lease, shall in any way relieve the Offeror of any responsibility for performance of duties required by law or required in any lease resulting from this ITN.

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UNAUTHORIZED ALIENS

Notice to the Offeror: The Agency shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of the lease without penalty.

Pursuant to Executive Order 11-116, signed by Governor Rick Scott on May 27, 2011, the successful proposer will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors.

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES

Complete written Replies are due by **December 18, 2017 @ 2:00PM** with one (1) original and three (3) photo copies in a sealed envelope (or other suitable package) with the lease number and/or ITN number clearly marked on outside sealed envelope. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

Department of Juvenile Justice
Attn: Michele Cook, Purchasing & Leasing Director
2020 Capital Circle, Alexander Building, Suite 1404
Tallahassee, FL 32399-3100

Note that Replies which are late, unsealed, missing, 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.

B. QUESTIONS REGARDING THE ITN

Any 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 II. See ITN Key Dates for deadline to submit questions, including requests for clarification. Answers to the questions will be posted by the date listed in Key ITN Dates.

Material clarifications, changes in specifications, amendments or any other information related to this Invitation to Negotiate (as solely determined by the Department) will be posted on the Vendor Bid System @ http://vbs.dms.state.fl.us/vbs/main_menu. (Search advertisements-click, Agency- select Department of Juvenile Justice-click initiate search, select ITN). **Each offeror is responsible for monitoring the website for new or changing information.**

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C. KEY ITN DATES

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

Date / time	Item / Task
10/5/2017	Dates on which the Invitation to Negotiate is advertised on Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu
10/31/2017 @ 3:00 PM	Pre-bid conference, via conference call. Call in @ 1-888-670-3525, participant passcode 7062230728 followed by the pound sign.
11/14/2017 by 5:00 PM	All questions due in writing to tenant broker; David Hulsey @ david@tbsfl.com
12/1/2017 by 5:00 PM	Date answers to questions will be posted on Vendor Bid System
12/18/2017 @ 2:00 PM	Deadline for submitting ITN
12/18/2017 @ 2:10 PM	Opening of replies at the Department of Juvenile Justice: 2020 Capital Circle (Alexander Building), Suite 1404 Tallahassee, FL 32399
12/19 – 1/19/2018	Estimated time period for evaluation of replies & site visits.
1/22/2018 – 02/02/2018	Estimated time period for negotiation with preferred candidates
2/6/2018	Estimated date of 'Notice of Intent' to Award. Will be posted on VBS

NOTE: All dates are subject to change at the sole and absolute discretion of the Agency.

D. OFFICIAL CONTACT PERSON:

Inquiries and comments about this Invitation to Negotiate should be directed only to:

David Hulsey, Tenant Broker Representative
CBRE, Inc. Tallahassee, FL
Email: david@tbsfl.com Phone: 850-545-4990

The names listed above are the only contact people authorized to respond to comments and questions related to this ITN.

E. OFFICIAL CONTACT PERSON - OFFEROR

Each Offeror MUST provide the below contact information:

Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

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F. PUBLIC ENTITY CRIMES STATEMENT

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

G. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at Departmental Purchasing because of a disability should call Departmental Purchasing at (850) 410-1308 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

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

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

This Invitation to Negotiate 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 Invitation to Negotiate, please attach the additional response to your Reply and clearly indicate the Section to which the response relates. Each Reply should follow the same general order of contents, described as follows:

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

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 both the building or structure and the proposed parking areas, as well as area of ingress and egress.

- **The owner of record of the facility and parking area** – Submit a copy of the deed(s) evidencing clear title to the property proposed.
- **The Lessee of space being proposed** – Submit a copy of the underlying lease agreement with documentation of authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.
- **The authorized agent, broker or legal representative of the owner(s)** – Submit a copy of the Special Power of Attorney authorizing submission of the proposal. Note: This is the preferred method.
- **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer’s control of the facility prior to the intended date of occupancy.
- **The holder of an option to purchase** – Submit documentation of valid option to purchase the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by this state. A

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copy of the lease agreement between the owner and the lessee must be provided to the department at the time of submitting the reply to this proposal.

- **The holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods as required by the state. A copy of the lease agreement between the owner and the Lessee must be provided to the Department at the time of submitting the Reply.
- **Americans with Disabilities Act**- As a state government entity, the Agency is beholden to Titles I & II of the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 (ADA), and the 2008 ADA Amendments Act, prohibit discrimination and ensure equal opportunity for persons with disabilities. The Agency employs and serves the general public; as such, it is required that employment practices and the programs and services provided by the Agency are accessible in accordance with the Federal ADA Standards. All leased facilities must be in compliance with current ADA Standards. Surveys must be conducted on all leased facilities that we occupy to ensure compliance, or solidify an agreement for a schedule of compliance, prior to the execution or renewal of any lease. A Transition Plan must be provided following any assessment to address items that cannot be readily corrected. The Transition Plan serves as a schedule for compliance and a corrective action plan that is reviewed and monitored by the Agency. The Agency reserves the right to authorize a department certified ADA Coordinator to conduct a full ADA assessment at any location where the Agency’s employees are housed and/or the Agency’s programs and services are provided.

2. Proposer shall provide a written statement answering the following:

- A. Is there outstanding debt on the property? If so, provide written verification from the lender stating that all debt service payments, loan payments, etc., are current and not in default. Has the Proposer or its affiliates had a contract terminated for default within the past five years? If so, please attach an explanation of the situation(s) in detail.
 - B. Has the Proposer or its affiliates filed for bankruptcy protection in the past five years, or is in the process of filing or planning to file for bankruptcy protection, or financial restructuring, or refinancing? If so, please explain the situation(s) and provide the Court and Case Number, where available.
 - C. Does the Proposer or its affiliates owe any outstanding taxes or fees to the Federal Government, the State of Florida, or any other State or Local government?
- **Article II, E** – provide the contact information of the Offeror.
 - **Article IV** – provide response to all of the “Lease Terms and Conditions” listed in this Article. Responses should be clearly delineated and specific to Article IV questions, terms and requirements.
 - **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 prior to award**. (not required @ time of submission)
 - **Certification** – each Offeror must complete the Certification and provide proof of authority as specified in Article VII.
 - **Article VIII ITN Checklist** – All items, on ITN Checklist must be included in Reply to be considered responsive. The Department reserves the right to wave minor irregularities in the replies.

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- All Offerors must initial at the bottom of each page.

3. Interior/Space Planning –

- A. Each Reply must include a floor plan to scale (Example: 1/16” or 1/8” or ¼” = 1’0”) showing the present configurations with measurements. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein or as otherwise negotiated with the Agency.
- B. In addition, each Reply shall include a ‘test fit’ floor plan, drawn to scale (Example: ¼” or ½” = 1’0”) of the proposed space shall be provided. The ‘test fit’ floor plan shall delineate space utilization consistent with agendas – Space Requirements (page 26).

Note: See Attachment H, Standard Method of Space Measurement (pages 78-81) for SF measurement guidelines for all floor plans and/or A/E plans requirements referenced in this ITN.

4. **All pages of this ITN document shall be returned with initials on each page as part of the reply. The Proposers must submit a complete Reply by the time and date specified in Article II, Section C “Key ITN Dates.” Failure to complete or provide complete information may result in a Non-Responsive Reply.**

B. TERMS OF THE REPLY

The State reserves the right to negotiate the terms of a Reply including but not limited to 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 Department of Management Services, the Agency nor the Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply or in any of the financial requirements of this ITN.

D. CONTACT WITH THE DEPARTMENT

From the date this ITN is issued until notice of recommended award, rejection of all offers or other notice is made, no contact related to the ITN will be allowed between an Offeror and any Department of Juvenile Justice staff, with the exception of the contact person(s) mentioned in paragraph D on page 7. Any unauthorized contact will disqualify the Offeror from further consideration.

E. EXECUTION OF THE LEASE

Upon receipt of a lease from the Department of Juvenile Justice, the Offeror shall have 30 (thirty) days to execute and return said lease, unchanged, to the Department of Juvenile Justice. The Department of Juvenile Justice 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.

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IV. LEASE TERMS AND CONDITIONS

The following is an outline of required lease terms and conditions that must be submitted for review and consideration. Where appropriate, use an "X" to indicate Yes or No.

A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE

The Agency is seeking approximately **6,464 (+/- 5%)** usable square feet of existing space (as defined below).

Locations are to be within or abutting the following boundaries (locations outside listed boundaries will be disqualified): The boundaries are (North) Forrest Hill Road (East) US 1 (South) 6th Ave South (West) Military Trail.



The type of space required is an existing building which will be used as office space to house administrative functions, and a Youth Probation & Community Intervention functions.

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

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

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

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

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

Address of the Proposed Space is: _____

Property Parcel ID# and County: _____

B. LEASE COMMENCEMENT DATE

The Proposed Space is to be made available for occupancy on or before **February 1, 2019**, with access, at no charge to the Lessee, to the space seven (7) days prior to occupancy date for set up. Should the successful Offeror fail to make the space available by the date specified in the Reply, the Offeror shall be liable to the Agency for liquidated damages in the amount of **\$541.00** for each additional day until the Proposed Space is made available. Unforeseen circumstances, beyond the control of the Offeror/Lessor (such as acts of God), which delay completion may be cause for the Offeror/Lessor to request an extension (in writing) from the Agency. If the delay is greater than sixty (60) days, the Agency shall have the right to terminate the lease.

The Agency requires that a Certificate of Occupancy (C/O) is received 30 days prior to the effective date of this lease. The Agency will not schedule the move-in until the C/O has been received. It is anticipated that the move-in will be approximately 30 days after receipt of the C/O.

Offeror/Lessor agrees to make the Proposed Space available in accordance with the above Commencement Date (use an X to mark one of the following): YES ___ or NO ___

C. TERM AND RENEWAL OPTIONS

The term of this requirement will be 60 months (5 years) as the initial term of the lease for the proposed will be the reply that provides the best value to the state. The State requires a minimum of **2 (two) renewal options for 3 three years each**. Renewal options may be exercised by grouping multiple options based on the agency's needs. Verify that you will be able to provide the State with this term and these renewal options. As to the renewal options, propose rates for each year of the renewal term(s) in section D below.

Offeror agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified above (use an X to mark one of the following): YES ___ or NO ___

D. FULL SERVICE (GROSS) RENTAL RATE

The Offeror/Lessor shall provide the Agency with a Full Service (gross) lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to, janitorial services and supplies, utilities, insurance, interior and exterior maintenance, recycling services, garbage disposal, security, etc.), and any amortization of required tenant improvements to the proposed space. There shall

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be no pass through of additional expenses. The proposed Full Service lease rental rate for each year of the Initial Term must be provided. The State is exempt from sales tax on all rent payments. Submitted lease rates are negotiable. Offeror/Lessor must provide their best, firm lease rates. Lease rates that are contingent, involve a basic rate plus “cap” or “range” for such things as tenant improvements will be deemed non-responsive.

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

Five Year Base Term

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

First Renewal Option

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

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Second Renewal Option

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

E. PERMITTED USE BY THE STATE

The State’s permitted use for the location will include administrative offices.

Offeror agrees and acknowledges that the use of the Proposed space as described above is acceptable and that it is in full compliance with all current zoning requirements, regulations, laws and ordinances: (use an X to mark one of the following): YES ___ or NO ___

F. TENANT IMPROVEMENTS

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

Offeror 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 Offeror/Landlord: (use an X to mark one of the following): YES ___ or NO ___

G. ENERGY STAR RATING

The State requires wherever possible that leased space be in an Energy Star rated facility.

Does this facility meet the standards of an Energy Star Building as determined on the below website? https://www.energystar.gov/index.cfm?cfmc=evaluate_performance.bus_portfoliomanager (Use an X to mark one of the following): YES ___ or NO ___

If so, please provide the ENERGY STAR rating for this building _____

H. LEASE

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

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Offeror acknowledges that he/she has reviewed the form lease agreement contained in Attachment “C” and that the form (including all terms and conditions) is acceptable should the Proposed Space be selected by the Agency: (use an X to mark one of the following): YES _____ or NO _____

Each Offeror should read and understand each Attachment in its entirety prior to completion of the Reply. Additionally, should an Offeror’s Proposed Space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Attachments and/or shall be required to complete/provide the information required in any such Attachment. Indicate your review and understanding of the Attachments below.

Offeror acknowledges that he/she has reviewed and understands each of the Attachments to this ITN and the directives contained in this Article IV, Section J (use an X to mark one of the following):
YES _____ or NO _____

I. ATTACHMENTS & ADDENDUMS

This ITN contains numerous Attachments each of which is an integral part of this ITN. The Attachments include the following:

Attachment A Agency Specifications – provided as a construction cost guide for Offerors.

Attachment B Telecommunications Cabling and Server Room Requirements – This attachment is the specifications for the telecommunications cabling system standards for data, voice, and video as well as the specifications for the server room.

Attachment C Lease Agreement – The State Lease Document is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is a required lease form. Other terms and conditions may be required by the State in order for a lease to be consummated. Addenda shall be included in the lease agreement upon execution.

Additional Addenda to be included

- **Liquidated Damages**
- **Air Quality Addendum**
- **Janitorial Services/Maintenance Services**
- **Tenant Improvements**
- **Employment Eligibility Verification**

Attachment D Disclosure of Ownership – Each Offeror must complete and return this form with the Reply.

Attachment E Energy Performance Analysis – This attachment provides a description of the State’s energy requirements for the Proposed Space.

Attachment F State Fire Marshal – This attachment provides general directives with regard to the Offeror’s compliance with the requirements of the State Fire Marshal.

Attachment F-1 State Fire Marshal- Plan Review Application.

Attachment F-2 State Fire Marshal- Request for Building Site Inspection.

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Attachment G **Commission Agreement** – This attachment provides a Commission Agreement relating to The Tenant Broker as agent for the State. Each Offeror must execute and return a copy of this Agreement with the Reply.

Attachment H **MyFloridaMarketPlace** Vendor Request – This attachment provides instructions on how to register with MFMP on-line.

Attachment I **Direct Deposit Requirements** – This attachment provides instructions on how to register for direct deposit.

- **New Vendor Instructions**

Attachment J **Special Power of Attorney** -This attachment is required if submitting on behalf of the owners.

J. PARKING

Adequate parking for State employees and visitors is mandatory. At the minimum, respondents must make available no less than 35 spaces for the sole use of the Department. **24 for employees and 11 for visitors.**

Offeror acknowledges the above and affirms that the Proposed Space meets the parking requirement set forth in this Section K (use an X to mark one of the following): YES ___ or NO _____

K. DISCLAIMER

This ITN is an invitation to negotiate and is for discussion purposes only. It is not an offer, contract or agreement of any kind. Neither the Agency nor the Offeror/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.

Offeror understands and agrees with the Disclaimer set forth in this Section L (use an X to mark one of the following): YES ___ or NO _____

L. THE PRE-BID CONFERENCE:

Offeror has attended the pre-bid conference in person or via phone. (Use an X to mark one of the following): YES ___ or NO _____

M. HAZARDOUS MATERIAL:

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

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All friable asbestos containing materials, not enclosed, encapsulated, and in poor condition must be removed from any interior area of the building or space prior to occupancy. Materials such as floor tile, gaskets, roofing, ceiling tiles, caulking, etc., that are in good condition and/or meet the requirements of Category I and II non-friable ACM under the NESHAP's requirements (U.S. EPA, 40 CFR Part 61, Subpart M) may remain in the building or space providing that it is not disturbed and does not become friable. In the event renovations or carpet replacement causes the asbestos to become friable, the landlord will be responsible for the cost of removal and/or abatement. The landlord may not capriciously withhold approval of necessary renovations or scheduled carpet replacement. Should friable asbestos be discovered either during construction remodeling or after occupancy, the owner shall immediately remove the hazardous material and reimburse the Agency for any and all relocation costs and delays associated with this removal.

Offeror Response:

_____ The property contains NO friable asbestos or hazardous asbestos-based fiber materials or PCB transformers.

_____ The property at present does contain hazardous asbestos or hazardous asbestos-based fiber materials. This material will be removed properly before occupancy, at Offeror's expense.

_____ PCB transformers shall be disposed of properly

1. **Drywall Associated Corrosion:** The Offeror understands that the Agency reserves the right to require the Offeror to provide evidence that the property, its HVAC systems, copper plumbing, and electrical wiring has been inspected for signs of drywall associated corrosion (Toxic Drywall) and it has been determined by independent inspector that the building does not meet the case definition for drywall associated corrosion. For more information go to:

<http://www.doh.state.fl.us/environment/community/indoor-air/casedefinition.html#top>

(Use an X to mark one of the following): YES ____ or NO ____

N. Hazardous Substances:

1. The Offeror assures that the proposed site does not contain hazardous substances or electromagnetic fields, whether above or below ground level. Further, the Offeror agrees to prohibit the generation, storage or disposal of hazardous substances above or below ground level. Should hazardous substances be revealed during the term of this lease, the Offeror shall immediately remove material and restore the site in compliance with all applicable regulations, and reimburse the Agency for any and all relocation costs. (Use an X to mark one of the following): YES ____ or NO ____

2. **Radon Gas:** Radon is a naturally occurring radioactive gas. When accumulated in buildings in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county's public health unit. Prior to occupancy, Offeror agrees to provide certified proof of radon tests must be provided if the space offered is at or below grade level. If radon measurements above 4 Ci/L are detected, the Offeror shall promptly act to reduce the level to meet the standard. (Radon Hotline: 1-800-543-8279) (Use an X to mark one of the following): YES ____ or NO ____

O. Revised Codes

The Offeror will ensure that the facility shall comply with the latest version of all applicable codes and standards. (Use an X to mark one of the following): YES ____ or NO ____

Florida Department of Juvenile Justice

INVITATION TO NEGOTIATE (“ITN”) FOR LEASED SPACE 800:0421

V. **REPLY EVALUATION AND NEGOTIATION PROCESS; 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 Offerors as follows:

1. The highest ranked Offeror(s) will be invited to negotiate a contract. If necessary, the Agency/Tenant Broker shall request revisions to the approach submitted by the top-rated Offeror(s) until it is satisfied that the contract will serve the State’s needs. The process will continue until a contract or contracts are negotiated and executed.
2. The Agency reserves the right to negotiate with all responsive and responsible Offerors, 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 Offerors as deemed appropriate.
3. 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. Offerors 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 Offeror. 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 Offeror’s Reply. Failure to provide requested information may result in rejection of the Reply.
4. The focus of the negotiations will be on achieving the solution that provides the best value to the State.
5. In submitting a Reply an Offeror agrees to be bound to the terms contained in that Reply for a minimum of thirty (30) 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.
6. The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or the Agency. The Agency/Tenant Broker reserves the right to negotiate concurrently or separately with competing Offerors. The Agency reserves the right to waive minor irregularities in Replies.
7. The successful Submission will be the one that is the best overall Submission which is in the best interest of the State. All Submissions will be evaluated on the factors below. Offerors must permit an onsite evaluation of the offered facility.

A. Parking – The Department needs 24 spaces for DJJ employees and 11 spaces for visitors.

1. Contiguous exclusive parking onsite = **15 pts**
2. Exclusive non-contiguous parking adjacent to the building = **10 pts**
3. Non-exclusive onsite parking = **6 pts**
4. Exclusive offsite parking = **3 pts**
5. Non-exclusive offsite parking = **0**

Maximum points **15**

Florida Department of Juvenile Justice

INVITATION TO NEGOTIATE (“ITN”) FOR LEASED SPACE 800:0421

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.

- 1) Facility location is best suited and conducive to conducting business with our clients and for our operation.

Maximum points: 20

- 2) Frequency and availability of public transportation near the offered space.
(Offeror shall submit a public transportation map and schedule with ITN submittal)

Maximum points: 5

- 3) Present condition of proposed facility, the property the building sits on, adjacent structures and surrounding neighborhood.

Maximum points: 15

- 4) Security issues posed by the proposed building location, associated parking and surrounding neighborhood, quality of exterior lighting and obstructed entrances/exits.

Maximum points: 10

C. ASSOCIATED FISCAL COSTS:

Rental:

- 1) 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 1.58%.

Maximum points: 25

- 2) Rental rates for optional renewal terms of lease. Rates proposed are within projected budgetary restraint of the department.

Maximum points: 5

D. Energy Star Rated Building (at time of submittal)

Yes: 5 No: 0

Total possible award points: 100

Florida Department of Juvenile Justice

INVITATION TO NEGOTIATE ("ITN") FOR LEASED SPACE 800:0421

VI. PROTEST PROCEDURES

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

VII. CERTIFICATION

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

I hereby certify as owner, officer 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.

Offeror's Name

Prospective Lessor's Name

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

(Authorized Signature)

Witness

(Print or type name)

Witness

(Print or type title)

Relationship to Owner

Florida Department of Juvenile Justice

INVITATION TO NEGOTIATE (“ITN”) FOR LEASED SPACE 800:0421

VIII. REQUIRED DOCUMENTATION CHECKLIST

In order for a proposal to be considered, Items A through T shall be included in the proposal.

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

- A. One (1) original ITN form properly completed and notarized, witnessed, three (3) copies
- B. Square footage calculations
- C. Scaled Site layout with all parking spaces and utilization of spaces shown
- D. Employment Eligibility Verification
- E. Disclosure of Ownership Statement
- F. Special Power of Attorney
- G. Energy Performance Calculation Method **not required @time of submission**
- H. Documentation showing Offeror as controller of property
- I. Letter from the current Zoning Authority stating the property is suitably zoned
- J. Authorization for corporation to conduct business in Florida
- K. Certification letter from an HVAC contractor or engineer certifying the HVAC equipment is newly installed, or that existing equipment is running within designed specifications and has a remaining useful life that exceeds the initial term of the lease.
- L. Air Quality Addendum
- M. Public transportation schedule
- N. Tenant acknowledgment of the Offeror’s proposal (if applicable)
- O. Proof of Historical Property designation (if applicable)
- P. Certification of multi-story building live load by a structural engineer registered with the State of Florida upon the bid award
- Q. Broker – Tenant Commission Agreement
- R. Evidence of control of parking

Florida Department of Juvenile Justice

INVITATION TO NEGOTIATE ("ITN") FOR LEASED SPACE 800:0421

ITN Submittal Summary Page

Offeror Name: _____
Title: _____
Company: _____
Address: _____
City/State/Zip: _____
Phone: _____
E-mail: _____
Property Parcel ID # and County: _____

Address of the Proposed Space is: _____

Square feet offered in the Proposed Space is: _____

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

Option Renewal Terms	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Option Renewal Terms	Rate Per Square Foot	Total Annual Rental
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$

Attachment A

DJJ AGENCY SPECIFICATIONS

1. GENERAL BUILDING REQUIREMENTS

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

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

- A. Licensed contractors shall perform all construction. Offeror agrees to provide all builder and subcontractor license information upon request to the Department of Corrections. The cost of construction, permits, inspections, and fees shall be borne by the Offeror/Lessor. Commencing with the A/E plans approval by the Department, the Offeror shall provide detailed updated and current monthly construction schedules to the Department in order to achieve the required occupancy date. If requested, construction schedules shall be provided if/as requested by the Department during the construction/renovation project.
 - B. During the initial pre-occupancy build-out, any future renovation project(s) and/or any maintenance/repairs(s), the Lessor shall be responsible for coordinating and obtaining approval of the project schedule with the Department. This includes, but is not limited to, Lessor's responsibility for the associated costs of hiring a licensed and bonded vendor to ensure that damaged items will be repaired or replaced during the following:
 - Relocating/staging Department's equipment/furniture in the applicable area(s);
 - After the completion of the project, establish the necessary work space(s) by placing furniture in area(s) as designated by the Department;
 - Provide required cleanup according to standard business practices of industry.
2. **Annual Inspections**: It shall be the Lessor's responsibility to contact the Local Fire Protection Agency and arrange for a fire safety inspection of the leased space each year in conjunction with the yearly anniversary date of the Lease Agreement. Lessor must remedy any deficiencies noted in the annual inspection in accordance with timeline(s) identified by the Local Fire Protection Agency. The Lessor shall provide documentation of the fire safety inspection reports to the Department's designated representative and coordinate correction of deficiencies in order to minimize disruption to the office/operation. The cost of annual fire safety inspections, where applicable, shall be the responsibility of the Lessor.
3. **SPACE REQUIREMENTS**—Space must be designed to accommodate the approximate number and sizes of offices and work spaces listed below for Probation & Residential Administration Office:

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

Offeror's Initials

Attachment A
DJJ AGENCY SPECIFICATIONS

Agency Specifications / Space Needs			
Personnel Areas			
Description	SF	No.	Total Area
Enclosed Office (Window or Interior) for Administrators	150	3	450
Enclosed Office (Interior) For Managers	100	16	1600
Workstation for Professionals & Supervisors	80	4	320
Work Station for Paraprofessionals	60	1	60
Standard Support Areas			
Description	SF	No.	Total Area
LAN Room	75	1	75
Open Files Storage	7	5	35
Pantry	70	2	140
Copier/Printer/Fax Rm	75	2	150
Conference Room	50	2	100
	250	1	250
Public Use Space			
Description	SF	No.	Total Area
Main Reception Area Probation	50	1	50
Main Reception Area Residential	50	1	50
Service Counter/Waiting Area Probation	125	1	125
Service Counter/Waiting Area Residential	25	1	25
Interview Rooms Probation	75	3	225
ADA Unisex Rest Room	80	1	80
Special Use Space			
Description	SF	No.	Total Area
Mail Room	75	1	75
Secure Storage area for Urinalysis testing	40	1	40
Secure Records Storage- Current File Probation	100	1	100
Secure Records Storage- Closed File Probation	50	1	50
Training center JPO's	300	1	300
Data/Computer Center	350	1	350
IT Storage/Receiving/Workrooms for Prob. & Residential	200	1	200
Net Usable Area			3180
Circulation (35% of net usable area)			1113
Net Usable Special Use			1670
Circulation (30% of special use space)			501
Total SF Justified			6464

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_____ Offeror's Initials

Attachment A

DJJ AGENCY SPECIFICATIONS

4. RESTROOMS – TYPES, LOCATIONS AND FIXTURES

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

Restrooms are to be equipped with fixtures as follows:

Type	Client		
	STAFF		Unisex (Public/Lobby)
	Men's	Women's	
ADA Employee/Staff Restrooms will be according to code to include the following:	1	1	1
Lavatories w/ Mirrors	1	2	0
Trash Receptacles	1	0	0
Sanitary Napkin Receptacles	1	2	1
Toilet Seat Holders for the liners	1	1	1
Forced Air Hand Dryers	0	2	1
Paper Towel Dispensers	0	0	1
Soap Dispensers	1	2	0
	1	1	1

5. SIGNS

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

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

Offeror's Initials

Attachment A

DJJ AGENCY SPECIFICATIONS

6. REFRIGERATED DRINKING FOUNTAINS

- A. A minimum of **two (2)** refrigerated (high-low) drinking fountain stations shall be provided. One (1) refrigerated drinking fountain station immediately adjacent to the staff rest rooms and one (1) station in the Reception/Lobby located adjacent to the unisex restroom(s).
- B. If Lessee is concerned with lead and/or copper in drinking water during the term of the lease, the Offeror shall conduct testing of water from every drinking fountain by an authorized and certified laboratory Company. Testing shall include that the water tested shall be first-drawn in the morning, with a minimum of six (6) hours of settling without use, preferably the first-thing-in-the- morning. (For information regarding locating a laboratory see "Laboratories—Testing" in the yellow pages. Offeror must verify certification of laboratory. Test results shall be provided to the agency.
- C. If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, the Agency may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaced immediately, at the Offeror's sole expense. These limits are specified in Chapter 17-550 of the Florida Administrative Code and are subject to revision. The Offeror shall be responsible to comply with updated rules and regulations.

7. FLOOR COVERINGS

- A. **Carpet** - New carpet- shall be installed prior to acceptance of the building, unless a written concession to accept 'as is' is given by the Department. All individual office spaces, hallways, main corridors and conference rooms shall have at least 28 oz. weight, 20-26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All carpet shall be of a color and made by a manufacturer acceptable to the Department, which will choose from a minimum of three (3) color assortments provided by the Lessor. Carpet shall be replaced at the commencement of the first renewal option term, or as needed due to normal wear, as determined by the Department. Carpeting shall be treated to reduce staining. Carpet shall be professionally cleaned by the Lessor once a year or as needed due to unforeseen circumstances.
- B. **Tile/VCT** - New ceramic tile or non-slip vinyl commercial sheet flooring in the break room, reception/lobby and restroom areas shall be installed prior to acceptance of the building, unless the Department accepts the flooring as is, in writing. All tile or vinyl shall be of a neutral color and made by a manufacturer acceptable to the Department, which will choose from a minimum of three (3) color selections provided by the Lessor. Ceramic tile and vinyl will be replaced at the commencement of each renewal option term, unless a written concession to accept 'as is' is given by the department, or as needed due to normal wear, as determined by the Department.

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Offeror's Initials

Attachment A
DJJ AGENCY SPECIFICATIONS

8. PAIN

- A. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and at least once every **five (5) years** thereafter, during the lease term and any renewals thereof, or as needed due to normal wear, as determined by the Department.
- B. Touch-up painting shall be done as needed.
- C. High traffic areas shall be repainted annually when requested by the Department.
- D. All painted surfaces shall be painted with a washable paint for easy cleaning using either a semi-gloss or satin finish paint. Flat paint will not be acceptable.
- E. The Department shall be provided with a minimum of three (3) color samples from which to choose colors. Only neutral colors will be acceptable.

9. WINDOW COVERINGS

- A. Exterior windows shall have vertical blinds or shades to facilitate sunlight and energy control.
- B. During the term of the lease and any renewals thereof, the Lessor shall replace any worn or damaged window covering(s) and/or window tint, as requested by the Department.

10. LIGHTING

- A. All leased space shall have fluorescent lighting to provide a minimum lighting level of:
 - 10 foot-candles - halls and corridors, etc.
 - 30 foot-candles - other public areas
 - 50 foot-candles - offices, classrooms, conference rooms, etc.
 - 50 foot-candles - computer rooms
- B. Exterior light level of 1.0 foot candles for parking lot areas (measured with a General Electric-type 214 Light Meter or equivalent – Offeror to provide).
- C. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and Lessor will be responsible to test monthly.
- D. Parking lot and walk ways will be lighted with dusk to dawn lighting to assure complete illumination of the parking area, over outside exit/entry doors and sidewalks. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles. Such lighting shall follow the industry standards and any and all applicable Federal, State and Local codes and ordinances.

11. ELECTRICAL REQUIREMENTS

Lessor shall provide at a minimum, the following:

- A. Three (3) duplex electrical outlets, per office (maximum four (4) offices per circuit), including adequate additional outlets in each open clerical/file area/work area
- B. Four (4) dedicated circuits for the Break Room/Pantry.
- C. Class "B" surge protection on all 120/208 circuit break panels.
- D. 20 amp dedicated circuits for the Mail/Printer/Fax/Copier Room (s)
- E. Housekeeping circuits separate from office circuitry.
- F. Building must comply with National Electric Code latest edition at the time of occupancy.
- G. 20 amp dedicated circuits for each Telecommunications Room (LTER).

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

Offeror's Initials

Attachment A
DJJ AGENCY SPECIFICATIONS

12. Security Requirements

- A. All exterior doors shall be equipped with a singular cylinder dead bolt.
- B. Interior security lights throughout the leased area, to include restrooms for security when main lights are off.
- C. Night illumination is required at all outside doors.
- D. Keys to all locksets shall be provided in accordance with a master keying system acceptable to the Agency. Lessor to provide a minimum of thirty (30) entrance keys.
- E. Security alarm system to include fire & smoke: The Lessor shall provide, and be responsible for all costs to install and maintain an electronic security system to detect unauthorized after hours entry and provide for access control during business hours. The security system shall be equipped with an alarm key pad at the employee's entrance.
- F. Door contacts, glass-break detectors and/or motion detectors to be installed at all exterior doors and windows.
- G. Phone lines required for alarm system to be monitored twenty-four (24) hours/day and seven (7) days a week (24/7). The security alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose.
- H. All costs associated with the installation, monitoring, set-up and payment of installation of dedicated phone line for monitoring, registration fees, repair/services and other associated costs, as may be applicable, shall be the responsibility of the Lessor.
- I. The monitoring of the security & fire alarm system shall be required 24 hours/7 days a week and will be the Department's responsibility.
- J. The cost for any false alarms caused by faulty equipment or systems that results in a citation, Lessor shall pay the cost.
- K. The Department reserved the right to work with the Lessor to determine which security vendor performs this project.

13. MAINTENANCE AND REPAIRS

- A. Lessor is to provide Lessee a contact name, phone number, email of the individual that the Lessee is to report maintenance and/or repairs to.
- B. Emergency maintenance repair items shall receive attention within twenty-four (24) hours, or if recurring problems do not receive attention within three (3) working days after notification is given to the Lessor, the Lessee will have the right to complete the work, by a contractor of the Lessee's choice, and send the invoice to the Lessor for payment or the Lessee will deduct the invoiced amount from the Lessor's rental payment to satisfy the expense incurred.
- C. Annual maintenance inspection will be conducted by the Agency's representative to review the condition of the building, exterior and site. Any discrepancies will be noted and a date of correction/completion established between the Lessee and the Lessor.

14. HEATING AND AIR CONDITIONING

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

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

Offeror's Initials

Attachment A

DJJ AGENCY SPECIFICATIONS

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

15. MISCELLANEOUS REQUIREMENTS –OFFEROR SHALL:

Formica - All applicable Formica surfaces (See A – E below) shall be freshly laminated before occupancy at the commencement of the lease prior to the effective date of the Lease and any renewals thereof, or as needed due to normal wear, as determined by the Department. The Department shall be provided three (3) samples from which to choose colors. A smooth Formica finish is required.

- A. **Lobby/Clerical Area** – Design public reception area separate from the clerical personnel area by a wall (floor-to- ceiling) with **one** 3/8" thick Lexan windows with Margard II coating (or equivalent coating that protects against abrasions and yellowing), set no higher than 28" to 34" from the floor. Each window shall be 4' high x 4' wide.
1. Install one (1) pass-through port, which shall be cut concave into the counter or shall be cut out from the bottom of each window in order to allow documents on clipboards and/or fingerprint readers to be passed underneath-style of port and dimensions shall be provided by the Department. (approximate dimensions 9" inches x 3.5")
 2. Provide Formica covered counters 28" to 34" above floor level and 19" deep to run the length of the wall under the pass-through windows on the Lobby/Reception side and twenty-four (24) inches deep on the clerical/staff area side of the pass-thru windows.
 3. The counter in the clerical area side shall have lockable desk-style drawers, for each clerical work area, installed so that they pull out from underneath the main counter in areas/at heights specified by the Department. Each clerical work area shall have a mounted keyboard tray and port holes on the counter surface for computer wiring on the clerical area side. The Department can request a clerical work counter/return to be provided at each work station.
 4. A service counter, covered with plastic laminate (i.e. Formica) shall be affixed to a waiting room wall in a location(s) to be specified by the Department. Dimensions shall be 6' – 10' long, as specified by the Department, and 28" – 34" in height, 19" top surface (depth) and with a 6" backsplash.
 5. Ensure one (1) ADA unisex restroom for public/client use shall be accessible from the Public Main Lobby/Reception area. The restroom shall contain a commode, sanitary napkin dispenser, lavatory with mirror, soap dispenser and a forced-air hand dryer.
 6. Ensure the traffic-flow pattern used by the public/clients will not go thru the secure employee area.

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

Offeror's Initials

Attachment A

DJJ AGENCY SPECIFICATIONS

7. Provide one (1) electrically operated locks between the Lobby/Access-way leading to the employee secure work areas. These electrically controlled pass-through doors shall be controlled from within the clerical area by separate control buttons at each control station/clerical work area. (One additional door with electrically operated lock with additional control button at each clerical station to be supplied if requested.)
 8. Lessor shall be responsible for repair/maintenance of the equipment operating the doors, control stations, etc.
 - o An automatic closure shall be installed on these doors
 - o These doors shall be solid core and the doorframes shall be hollow metal
 9. Install a flush-mounted ceiling fan (5-blade Hunter) in the Lobby/Reception waiting room. The on-off electrical switch shall be located in the adjacent clerical staff work space.
- B. Copier/Printer/Fax/Mail Area:**
1. Provide **two (2)** telephone lines for fax/postage machine purposes within the Mail/Copy room(s) at a location to be designated by the Department of Juvenile Justice.
- C. Break Room/Pantry - shall include a one kitchen-size stainless steel sink and a work area with 6 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent.**
1. **Two (2)** duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided for convenience appliances.
 2. Provide hot and cold water to the sink, a soap dispenser and a paper towel dispenser.
- D. Conference Rooms and/or Training Rooms**
1. Provide recessed lighting with a dimmer switch.
 2. Multiple electric outlets on walls. Minimum of 2 per wall.
 3. Multiple electric and data ports installed in the floor for multiple use of computers for trainings.
 4. Ceiling fans if requested by Lessor
- E. Storage Area(s):**
1. Lessor shall provide floor-to-ceiling shelving in designated storage area(s), said shelving to be built on walls as specified by the Department. Shelving shall be plastic coated and adjustable.
- F. Entrances/Exits and Common Traffic Areas:**
1. Provide an exterior Lobby entrance door that meets ADA requirements and security specifications. At a minimum, this Lobby door must allow clientele and/or staff to view ingress/egress of visitors thru a partial glass insert or similar arrangement/design.
 2. All building entrances and exits (for the space to be occupied) must have a minimum of a four (4) foot overhang.

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

Offeror's Initials

Attachment A
DJJ AGENCY SPECIFICATIONS

3. All rear/side entry doors must be solid core and have a peep-hole. At a minimum, one (1) such entry shall be provided.
4. Commercial-grade ashtrays and a trash receptacle must be provided at each entrance and exit. These items must be emptied/cleaned daily by janitorial staff.
5. Door mats shall be provided at all entrances to protect floor coverings and cleaned daily by janitorial staff. Lessor shall replace door mats when worn.

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

Offeror's Initials



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT B

DJJ TELECOMMUNICATIONS AND SERVER ROOM SPECIFICATIONS

****Requirements will be based on a site by site case which will be determined on existing wiring and space being offered**.**

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SECTION ONE - ENTRANCE FACILITIES, EQUIPMENT ROOMS, AND TELECOMMUNICATIONS ROOMS

(THESE SPECIFICATIONS ARE REQUIRED FOR ALL SITES)

SERVICE ENTRANCE – A Service Entrance shall be provided to allow the entrance of service provider cabling into the building. This entrance shall be constructed using a sleeve of corrosion resistant conduit, 4 inches in diameter to ensure the protection of incoming lines. The Service Entrance location shall be capable of accommodating the installation of a minimum of one additional conduit of equal size for future growth.

Equipment Room - An Equipment Room (ER) location shall be provided for the Service Entrance lines to interface with the Inside Building Cabling, using a Main Cross-Connect (MC). The Main Cross-Connect (MC) may be located as follows:

- A. In a Locked Panel Box on an exposed wall near the service entrance
- B. In a walk-in Equipment Room (ER), that houses the service entrance
- C. In a Telecommunications Room (TR) that also serves as the Equipment Room (ER)

MAIN CROSS CONNECT - The Main Cross-Connect (MC) facility require a plywood backboard 4' X 8' 3/4 inch thick treated with a fire retardant material and wall mounted. (Locked Panel Box facilities may dictate the use of a smaller backboard). At the Main Cross-Connect (MC) location, there shall be:

- A. One (1) dedicated, isolated ground, 120 VAC, 20 Amp quadruplex receptacle
- B. One (1) 6 AWG solid copper insulated electrical grounding wire from the building ground terminated to a 12" Telecommunications Grounding Bar on the (MC) backboard. (Cooper B-Line Manuf. Part # SBTGB or equivalent)
- C. Conduit equal in size and quantity of the Service Entrance conduits to the Telecommunications Room (TR), if the two rooms are not collocated. (ER) and (TR) locations shall be capable of accommodating the installation of a minimum of one additional conduit of equal size for future growth.



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ATTACHMENT B**

TELECOMMUNICATIONS ROOM (TR) AND SERVER EQUIPMENT ROOM

All rooms designated as a Telecommunications Room (TR), or as a Server Equipment Room, shall be a security room or a secured area, and be designated as "Restricted Areas". These areas shall have a sufficient HVAC system, to maintain an ambient room temperature of 72 degrees Fahrenheit (+ or – 5 degrees), 7 days a week, 24 hours a day. (24 x 7)

SECURITY ROOM – A security room is a room that has been constructed to resist forced entry. All doors shall be securely lockable using commercial building grade door locks. All windows shall also be securely lockable. All glass in doors or windows will be security glass per ANSI Z97.1-2009 Standard for "forced entry" security. Vents or louvers will be secured in a manner to prevent forced entry. Cleaning and maintenance will be performed only in the presence of an employee authorized to enter the room.

TELECOMMUNICATIONS ROOM (TR) REQUIREMENTS - A (TR) shall be provided that meets the Minimum Protection Standards, which requires that any Telecommunication Room (TR) or Server Equipment Room be designed as a "security room" or a "secured area". Telecommunications Room requirements are as follows:

- A. The (TR) should be centrally located to the leased space and may also serve as the Equipment Room (ER), containing the Main Cross-Connect (MC) facilities.
- B. Telecommunications Rooms (TRs) should be a minimum of 75 square feet with a height of at least 8 feet.
- C. The entry into the room shall be through a locked door at least 36 inches wide, and the (TR) shall only be accessible from the leased area.
- D. The room shall be served by a HVAC system, 7 days a week, 24 hours a day. (24 x 7), must be dust free, and in a location where electromagnetic interference is minimal.
- E. Additional HVAC or exhaust fans may be required if the room temperature exceeds the computer equipment recommended temperature range.
- F. In the (TR) there shall be conduit equal in size and quantity to the Service Entrance conduits from the Main Cross-Connect (MC) location if required.
- G. The (TR) shall contain the demarcation point for provider service lines, terminated for the building's telecommunications equipment and shall not contain any unrelated equipment.
- H. A plywood backboard, 4 X 8 feet by 3/4 inches, mounted on the longest unobstructed wall in the (TR) to support the installation any equipment necessary for the operation of telecommunication systems.
- I. An additional plywood backboard, 4 X 8 feet by 3/4 inches is required if the (TR) also serves as the Equipment Room(ER).
- J. The plywood backboards shall be securely affixed to the wall in such a manner that it shall support the weight of the cable, terminals, and other equipment that shall be attached to it.
- K. The plywood backboards shall be treated with fire retardant material.
- L. Electrical requirements in the (TR):



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- a. In the (TR) there shall be two (2) dedicated, isolated ground, 120 VAC, 20 Amp quadruplex receptacles on each wall.
- b. In the (TR) there shall be (1) each dedicated, isolated ground, 120 VAC, 20 Amp quadruplex receptacle mounted immediately above the base of each rack.
- c. In the (TR) there shall be one (1) 6 AWG, solid copper, insulated electrical grounding wire from the building ground, terminated to a 12" Telecommunications Grounding Bar on the (TR) backboard. (Cooper B-Line Manuf. Part # SBTGB or equivalent)

M. Equipment Rack requirements in the (TR):

- a. Awarded Bidder (Lessor) shall provide one (1) equipment rack system, and wire management harnesses for the Department's communication equipment in the (TR).
- b. The equipment rack shall be, AMP-559260-1, 19" x 7' (45U x 19"EIA x 3"D) or equivalent. (A standard, self-supporting aluminum 2-Post, 45U Relay Rack, designed specifically for use in telecommunications equipment installations.
- c. Wire management shall include a horizontal "ladder" cabling tray sufficient for the connection of the top of the rack system to the plywood backboard.
- d. Horizontal Wire Management shall include a minimum of two (2), 2Ru Wire Management Panels, (1) above and (1) below each Patch Panel. (one additional Wire Management Panel is also required *between* each Patch Panel when more than one Patch Panel is present) (Tripp Lite Mfg. Part# SRCABLEDUCT2UHD or equivalent)
- e. Vertical Wire Management Panels are required on each side of the rack, spanning the full height (6') on both sides. (Tripp Lite Mfg. Part# SRCABLERINGVRT or equivalent)
- f. The Equipment Racks shall be securely bolted to the floor with a minimum of two bolts on each base angle plate.
- g. The Equipment Racks shall be bonded to the building ground per electric code, using the Telecommunications Grounding Bar on the (TR) backboard.

(See APPENDIX A for sites utilizing multiple floors and/ or multiple TRs)

Section Two – Horizontal Cabling

(These Specifications are Required for all Sites)

Horizontal Cabling - Horizontal cabling includes horizontal cable, telecommunications outlets and connectors in the Work Area (WA), mechanical terminations, and patch cords located in a Telecommunications Room (TR). Specifications per ANSI/TIA-568-C standards are as follows

- A. Horizontal cabling uses a star topology
- B. A minimum of two permanent links shall be provided for each work area.
- C. Each 4-pair cable shall be terminated to an 8-position, RJ45 modular jack at the Work Area (WA)
- D. The maximum horizontal copper/ UTP cable length shall be 90 m (295 ft.)
- E. Each 4-pair cable shall be terminated to an 8-position, RJ45 Patch Panel in the Telecommunications Room (TR)

Horizontal Cabling Components - The Horizontal Cabling Components extend from the Telecommunications Room (TR) to the telecommunications outlet/connector in the Work Area (WA) equipment and shall meet the requirements of ANSI/TIA-568-C standards.



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- A. The recognized media which shall be used is 4-pair 100-ohm unshielded twisted-pair cabling (Category 5e, 6 or 6A)
 - a. Minimum cable specifications are Cat 5e, of the following or equivalent component: Category 5e, Non-bonded-Pair Cable 4-pair UTP; BELDEN Manuf. Part #1583A 006U1000
- B. The Work Area (WA) telecommunications outlet and connectors shall meet Category 5e standards at a minimum. Minimum outlet and connector ratings must be Cat 5e, of the following or equivalent components:
 - a. Category 5e, RJ45, 2-Port Modular Jack Wallplate; LEVITON Manuf. Part #42080-2WS
 - b. Category 5e, RJ45 Modular Jack Insert; LEVITON Manufacturer Part #5G108-RL5
 - i. All Cat 5e, Cat 6, or Cat 6a jacks shall be terminated TIA/EIA T568B
- C. The Telecommunications Room (TR) Horizontal Cross-Connect (HC) terminations of the UTP cabling shall be terminated to a 48 port, 2RU, RJ45 Patch Panel. Minimum (TR) patch panel components must be Cat 5e rated, and consist of the following or equivalent component:
 - a. Category 5e, 2RU, 48-Port RJ45 Patch Panel; LEVITON Manuf. Part #5G596-U48
 - i. The 48 port, 2RU, RJ45 Patch Panel (HC) shall be permanently installed on the provided 19" Equipment Rack in the (TR)
 - ii. All Cat 5e, Cat 6, or Cat 6a Patch Panels shall be terminated TIA/EIA T568B
 - iii. All Cat 5e, Cat 6, or Cat 6a Patch Panels ports in a common (ER) or (TR) shall be numbered sequentially, with no duplication of port numbers
- D. Category 5e, Cat 6, or 6a Horizontal Cabling System Rating – With regard to the advertised capability of an installed cabling system, the lowest-rated component determines the overall rating of the cabling system (permanent links or channels) per ANSI/TIA-568-C.2 standard.

CABLING INSTALLATION

Physical Installation Processes - All cabling installation methods and procedures shall be compliant with ANSI/TIA-568-C standards

LABELING

Backbone Cabling – All fiber optic Backbone Cabling shall be permanently labeled as follows:

- A. Each cable shall be permanently labeled at each end with a unique, 2-digit cable number.
- B. Each Fiber Enclosure shall be permanently labeled using an "xx-yy-zz" identifier.
 - a. The "xx" identifies the type of room that the optical fiber is terminated in, either an Equipment Room (ER), or a Telecommunications Room (TR)
 - b. The "yy" identifies the number of the room that the optical fiber is terminated in, either an Equipment Room (ER), or a Telecommunications Room (TR)
 - c. The "zz" identifies the unique, 2-digit cable number.
 - d. Example 1: Equipment Room (ER) # 1, Cable number 2 = Label "ER-01-02"



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- e. Example 2: Telecommunications Room (TR) # 3, Cable number 5 = Label "TR-03-05"

Horizontal Cabling - Each Work Area (WA) telecommunications outlet shall have a unique label placed on the Faceplate or cover of jack to identify the outlet per the following standard:

- A. Each (WA) Outlet label will contain an "xx-yyy" identifier.
- The "xx" is the number of the Telecommunications Room (TR) that the particular (WA) Telecommunications Outlet is terminated in. (TR # 1 = 01)
 - The "yyy" is the number of the (WA) Telecommunications Outlet, which shall correspond to RJ45 Patch Panel port number it is terminated to in the (TR). (Pt 15 = 015)
 - Example: (TR1), Patch Panel Port 15 = (WA) Outlet Label "01-015"

SECTION THREE – HORIZONTAL CABLE DOCUMENTATION AND TESTING

(THESE SPECIFICATIONS ARE REQUIRED FOR ALL SITES)

CABLING SYSTEM DIAGRAMS

Schematic Diagrams - The Department may request two (2) reproducible sets of Cabling System Diagrams after contract completion. The diagrams shall indicate the location and labeling information of all cabling system components, and must be provided on a compact disks.

TESTING AND TEST RESULTS

All Backbone and Horizontal Cabling elements shall be tested per ANSI/TIA-568-C Standards. The ANSI/TIA-568-C Standards include component and cabling specifications as well as testing requirements for copper cabling, including Category 5e, Category 6 and Category 6A.

- The results of each test shall meet ANSI/TIA-568-C.2 minimum standards for Backbone and Horizontal Cabling.
- Optical Fiber Cabling fibers must be tested and accepted using TIA/EIA 526-14 Method B
- The Department may request a reproducible copy of the test results for all Backbone and Horizontal Cabling. The test results must be provided on a compact disk.

APPENDIX A

Horizontal and Backbone Specifications for SITES utilizing multiple floors and/ or multiple TRs

- Where Telecommunication Rooms (TRs) are not located on a common floor with the Equipment Room (ER), or Lessor shall provide Backbone Cabling facilities consisting of either:
 - Multi-mode fiber optic cable (50/125 micron/ minimum rating OM2), from the Main Cross-Connect (MC) to an Intermediate Cross-Connect (IC), in at least one (TR) per floor,
 - Alternatively, 100-ohm balanced twisted-pair cabling (Category 6 or 6A), from the Main Cross-Connect (MC) to an Intermediate Cross-Connect (IC), in at least one (TR) per floor.
 - Copper Cable Specifications – A minimum of two (2) permanent links will be provided to at least one (TR) per floor, and must be terminated on a dedicated RJ45 Patch Panel in each (ER) and (TR)
 - Topology must be Star Topology per ANSI/TIA-568-C standards
 - No more than two Intermediate Cross-Connects (ICs) are allowed between the Main Cross-Connect (MC) and the Telecommunications Outlet (TO) in the Work Space, per ANSI/TIA-568-C.0 standard



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- e. Optical Fiber Specifications - The terminal ends of all fiber cable strands shall be terminated with ST Connectors. The connectors shall be mounted on patch panels and installed in 19 inch Rack Mounted Fiber Enclosures where an Equipment Rack is available, or alternatively, in a Wall Mounted Fiber Enclosure if no Equipment Rack is present. All fiber cabling and components shall comply with the following ANSI/TIA-568-C.0 standards:
 - i. Multimode optical fiber cabling: OM3; 850-nm laser-optimized 50/125 μm is recommended, OM2; 50/125 μm is allowed.
 - ii. Multimode optical fiber cabling must contain a minimum of 6 strands of fiber.
 - iii. Multimode optical fiber cabling shall be terminated on both ends using ST connectors with a maximum insertion loss of 0.75 dB.
 - iv. Singlemode optical fiber cabling may be used where the required distance exceeds the limitations of OM3 multimode cabling for 1000BASE-SX Ethernet

- B. Locations offering the net square footage on multiple floors or in multiple buildings, one or more additional equipment rooms may be required, although the size of the room should be smaller than 75 square feet.
 - f. Where multiple Telecommunication Rooms (TRs) on the same floor are more than 250 feet apart the, Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable from the Main Cross-Connect (MC) to an Intermediate Cross-Connect (IC), in each of the (TRs) on that floor; or
 - g. Alternatively, the Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable for a Horizontal Cross-Connect (HC) facility between the Telecommunications Rooms (TRs) on the common floor, per Department specification.
 - h. Where multiple Telecommunication Rooms (TRs) are located in separate building from the Primary Building's (ER)/ (MC) facilities, the Lessor shall provide multi-mode fiber optic (50/125 micron/ minimum rating OM2) cable from the Main Cross-Connect location (MC) in the Primary Building, to the Main Cross-Connect location (MC) in the Secondary Building

REQUIREMENTS WILL BE BASED ON A CASE BY CASE SCENARIO WHICH WILL BE DETERMINED BASED ON EXISTING SPACE BEING OFFERED.

LESSEE: Florida Department of Juvenile Justice

LESSOR:

Michele Cook, Director of Purchasing & Leasing

Date

Date



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 ____ square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately ____% of the ____ net square feet in the building.

B. Lessor shall also provide ____ exclusive parking spaces and ____ non-exclusive 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 3
Form 4054
Lessee Initial: _____ Rev. Date 4/14

Attachment C

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

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

Lessee: _____
Lessee Name

Address: _____
Street City State Zip

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State Zip

4. Rent

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

A. Base Term

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

Start (MM/DD/YYYY)	TERM	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00

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Lease Number: _____

E. Option Term

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

Start (MM/DD/YYYY)	TERM	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00
-	-	-		\$0.00	\$0.00

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 5,000 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.
- 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:

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- 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.

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

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 25 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.

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Lease Number: _____

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.
- 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.

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 approval of this Lease. 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.

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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.

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.

Lessor Initial: _____ Page 6 of 9
Form: 4054
Lessee Initial: _____ Rev. Date: 4/14

Attachment C

Lease Number: _____

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.

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.

Attachment C

Lease Number: _____

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 8 of 9

Form 4054

Lessee Initial: _____

Rev. Date 4/14

Attachment C

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



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE**

ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES

ADDENDUM NUMBER: _____

LEASE NUMBER: 800:0421

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 up to **\$540.00** per day shall be assessed until specified renovations are completed. This provision for liquidated damages shall in no way affect Lessee's right to terminate the Lease for failure to have the renovations completed by the commencement date of the Lease. The Lessee's exercise of the right to terminate the Lease shall not release the Lessor from his obligation to pay said liquidated damages in the amount stated above.

Lessor: Florida Department of Juvenile Justice **Lessee:**

Lessor Signature

Lessee Signature

Date _____

Date _____



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

Air Quality Addendum

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, 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 to maintain at regular intervals according to the manufactures' recommendations or service at least annually by a license 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 the Minimum Efficiency Reporting Value "MERVE". 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 system 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 either a certified industrial hygienist (CIH), trained and experienced in indoor air quality assessments, remediation that is also FL Mold Assessor (Chapter 468 Part XVI, Florida Statue; Chapter 61-31, Florida Administrative Code; Chapter 455, F.S.) 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 Statue; Chapter 61-31, Florida Administrative Code; Chapter 455, F.S.) 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 License 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 licenses mold accessor. Independent third party oversight testing of remediation activities shall be integral to the remediation specification. Remediation specification should be prepared once a comprehensive assessment that delineates the extent of 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 a Florida Licensed Mold Accessor.



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

Air Quality Addendum

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

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

LESSEE: Florida Department of Juvenile Justice

LESSOR:

Michele Cook, Director of Purchasing & Leasing

Date

Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

LEASE ADDENDUM

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

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

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean
	Clean light switch plates and surrounding wall areas.
	Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside.
	Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY:	Clean and sanitize.
	Replenish supply of disposable cups (if applicable).



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

FURNISHINGS	
AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY:	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.



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

LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

MAINTENANCE SERVICES

In reference to Articles 6 and 9 of the Lease Agreement FM4054:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at the first renewal option being exercised.
3. All carpeting in the facility shall be replaced at the commencement of this lease. Carpet replacement shall occur at lease once at the first renewal option being exercised.
4. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

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

Florida Department of Juvenile Justice

Lessor:

Michele Cook, Director

Date

Date



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
LEASE ATTACHMENT

TENANT IMPROVEMENT ADDENDUM
EXAMPLE PURPOSES ONLY

_____, LLC, hereinafter referred to as "Lessor", and the State of Florida, Department of Juvenile Justice, hereinafter referred to as "Lessee" hereby enter into the following Tenant Improvements to the Lease between the parties for the Premises located at _____ in _____ Florida _____ zip code.

The Lessor and Lessee agree to the following improvement which shall be completed by Lessor on a timeline reasonably requested by Lessee and reasonably approved by Lessor but said improvement shall be completed no later than two weeks prior to the effective date of said lease.

Tenant Improvements:

- **EXAMPLE ONLY FOR IMPROVEMENT #1** Replace the existing flooring and vinyl cove throughout the New Premises with building standard materials,
- **EXAMPLE ONLY FOR IMPROVEMENT #2** Paint all painted surfaces throughout the New Premises using building standard materials.
- **EXAMPLE ONLY FOR IMPROVEMENT #3** In the Existing Premises (11th floor) - remove the wall between Rooms 174 and 175
- **EXAMPLE ONLY FOR IMPROVEMENT #4** Lessor to provide turn-key build out of the Expansion Premises (Suite 700A, 715, and 720) as outlined in Exhibit B.

Telecommunication Requirements:

- **EXAMPLE ONLY FOR IMPROVEMENT-** A separate thermostat or wall air condition unit will be installed to allow additional air flow to maintain a constant temperature of 72 degrees in the server equipment room.

Lessor shall be responsible for all tenant improvement costs described above including any and all fees associated with the build out.

Lessor agrees to State Fire Marshal's or local fire inspections and/or requirements. **The Lessor or his designee shall be responsible for obtaining all inspections in order to receive a final Certificate of Occupancy (CO) prior to the Lessee taking occupancy of said lease space.**

LESSEE: Florida Department of Juvenile Justice

LESSOR:

Michele Cook, Director of Purchasing & Leasing

Print Name & Title

DATE: _____

Date: _____

Lease Addendum



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM _____

LEASE NUMBER: _____

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

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

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

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

Lessee

Lessor

(x) _____
Lessee Signature

(x) _____
Lessor Signature

Name/Title

Name/Title

Date

Date



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
b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes No
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
d. Is the facility listed above financed with any type of local government obligations? Yes No

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

Table with 3 columns: Name, Government Agency (if applicable), Extent of Interest (Percent). Includes 7 rows of data entry lines.

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

Attachment D

Lease Number: _____

4. Signatures

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

a. Publicly Owned Facilities

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

b. Private Individually-held Facilities

Signature: _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

c. Entity-held Facilities

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

Signature: _____
Name: _____
Date: _____



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT E



ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

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

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT E

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



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT E**

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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



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

DMS EPA Review

4050 Esplanade Way, Suite 335

Tallahassee, Florida 32399-0950

{850} 488-1817



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT F

DIVISION OF STATE FIRE MARSHALL

Plans Review Fees, Procedures and Requirements

The plans for all construction of any new state owned or state lease building and renovation or alteration of any existing state owned or state leased building are subject to review and approval of the Division of State Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy. The Division of State Fire Marshal may inspect state owned and state leased spaces as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire safety standards as per Florida Statutes 633.085 and 69A-52, Florida Administrative Code.

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

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

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

DESIGN CRITERIA:

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

PLANS REVIEW FEES:

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

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

METHOD OF PAYMENT:

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

WHAT TO SUBMIT:

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



STATE OF FLORIDA
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If Sending By Regular Mail

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

If Sending By Overnight Service

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

COVER LETTER:

Please include a cover letter with the following information:

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

Department of Management Services
Real Estate Development & Management
4050 Esplanade Way, Suite 315
Building 4050, Suite 315
Tallahassee, FL 32399-0950

PLANS SUBMISSION:

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



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

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

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

PLAN INFORMATION:

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

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
 - **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
 - **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
 - **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
 - **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
 - **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.
 - **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
 - **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
 - **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.
 - **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
 - **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.
 - **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system and the appropriate N.F.P.A. standard that was used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.
 - **Automatic Sprinkler System, Standpipes and Fire Pumps** - All existing or new systems shall be clearly identified on the plans. The type of system and appropriate N.F.P.A. standard, which was used for the design and installation, shall be indicated on the plans and signed and sealed by the Engineer of Record. Hydraulic calculations, also signed and sealed by the Engineer of Record, shall accompany the plans where applicable.
 - **Correction Facilities** - The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.
 - **Lease Spaces** - If the leased space is on a floor located above the level of exit discharge (LED) a plan of the LED is required to be submitted to ensure proper exiting from the building.
-



STATE OF FLORIDA
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- The plan shall have the correct name of the facility: Building Number, Office/Complex Name, Street Address, and City, County, and Zip Code, and any assigned lease number noted on the document.
- Include site plan to scale showing project, distances to nearby buildings, fences, parking, and location of hazardous features such as fuel storage or incinerators, and fire lanes if required by NFPA 1.
- Include floor plan(s) drawn to scale showing walls and partitions, openings, door swings, built-in features, changes in elevation such as steps or ramps, dimensions, and notes to indicate what is shown and the use (room name) of each space.
- Schedules for doors, windows and hardware.
- Drawings of HVAC systems.
- Show the following on plans, if applicable: exit markings, emergency lighting (type and location), fire extinguisher(s) (type and location), nationally tested wall assembly details for rated walls, stair and handrail details, interior finishes and their flame spread ratings.
- Show any special fire extinguishing systems such as dry chemical hood systems.

CONSTRUCTION INSPECTIONS:

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

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

HOW TO REQUEST AN INSPECTION:

The following inspections must be considered:

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

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

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

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

This request form has to be completed in its entirety, otherwise, the request for inspection will not be granted. Additionally, if the plans are found to be disapproved or rejected by this office, the inspection will not be performed and a stop work order may be issued until the plans are submitted, approved, and the plans review fee is paid in full.



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Should you have any questions, please notify the Plans Review Section (850) 413-3733 prior to mailing this request form.

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

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

FIRE ALARM CHECKLIST:

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

SPRINKLER SYSTEM CHECKLIST:

1. Occupancy class of each area or room identified.
2. All sprinklers identified by make, type, orifice size, temperature rating, thermal sensitivity, including all existing heads affecting the scope of work.
3. For large storage areas, provide storage height, method of storage, description of commodities, etc. If project is specialized storage design (NFPA 231, 231C, etc.) provide complete design statement denoting methodology for arriving at project area/densities.
4. All piping identified by size, type, inside diameter, and schedule, including all existing piping affecting the scope of work.
5. All ceiling information: heights, types, architectural profiles (vaults, coffers, furr, etc.), construction assembly (combustible ceiling or framing? significant combustibles in ceiling cavity, etc.)



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6. Sprinkler obstructions denoted (suspended light fixtures, dust work, architectural items, etc.)
7. H.V.A.C. openings shown
8. Method of maintaining sprinkler system at or above 40 degrees F identified. Describe all unheated areas and explain methodology of all types, sizes, locations, etc. of freeze protection devices.
9. Graphically highlight each hydraulic area, title each area on the plans, with matching title on each calculation set.
10. Location and rating of firewalls, unprotected vertical openings, and other assemblies affecting sprinkler design.
11. Size of city main at street, denoting dead end or circulating (or denote private supply)
12. Total area protected by each system on each floor.
13. Location, type, and listing of hangers.
14. Underground pipe size, length, location, type, point of connection to city main, bury depth, thrust blocks, and all appurtenances (valve types, water meters, valve pits, backflow preventers, etc.)
15. All hydraulic name plate information.
16. Setting for pressure reducing valve denoted.

HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS:

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

MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS:

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



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

APPLICATION FOR PLAN REVIEW

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

1. CONTACT INFORMATION

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

2. PROJECT NAME OR DESCRIPTION

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

4. BUILDING INFORMATION

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



DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR PLAN REVIEW

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



REQUEST FOR BUILDING SITE INSPECTION

GENERAL INFORMATION

APPLICANT'S NAME: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

STATE AGENCY: _____

TYPE OF INSPECTION (CHECK APPROPRIATE ONE)

- | | |
|--|---|
| <input type="checkbox"/> FINAL | <input type="checkbox"/> SPRINKLER SYSTEM, ABOVE GROUND |
| <input type="checkbox"/> INTERMEDIATE | <input type="checkbox"/> SPRINKLER SYSTEM, UNDER GROUND |
| <input type="checkbox"/> FIRE ALARM SYSTEM | <input type="checkbox"/> LEASE, PRE-OCCUPANCY <input type="checkbox"/> LEASE, RENEWAL |
| <input type="checkbox"/> HOOD SYSTEM | <input type="checkbox"/> OTHER (SPECIFY): _____ |

NAME, STREET ADDRESS OR EXACT LOCATION OF FACILITY:

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

STATE FIRE MARSHAL'S PERMIT #: _____
 (Contact this office should you need assistance)

OCCUPANCY CLASSIFICATION, NFPA: _____
 (Business, Assembly, etc.)

PROJECT SQUARE FOOTAGE: _____ **NUMBER OF STORIES:** _____

LIST THE FACILITY'S LIFE SAFETY FEATURES: _____

 (Sprinkler, Standpipe, Fire Alarm, Smoke Control, etc.)

TYPE OF CONSTRUCTION, FBC: _____

E-MAIL ALL REQUESTS TO:
fire.prevention@myfloridacfo.com

{or}

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

COURIER: 325 John Knox Road, Atrium Bldg 3rd Floor
 Tallahassee, Florida
 PHONE: (850) 413-3733 FAX: (850) 410-2467

ATTACHMENT G



Lease Number: _____

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

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

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

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

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

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

New Leases:

Total Aggregate Gross Base Rent	Commission Rate
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/Manufact:

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 5,000 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.

ATTACHMENT G

Lease Number: _____

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

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

8. **NOTICES:**

To Tenant Broker: _____

To Owner: _____

To Tenant: _____

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

AGREED AND ACCEPTED this ____ day of _____, 20__

TENANT: (x) _____ By _____ Print or Typewritten _____ Title	OWNER: (x) _____ By _____ Print or Typewritten _____ Title	TENANT BROKER: (x) _____ By _____ Print or Typewritten _____ Title
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STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT H

MFMP REGISTRATION PROCESS

You must register your business with My Florida Market Place at the web site below in order to receive monthly lease payments. To register Go to: <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1>

Requirements List: In order to begin the registration process, you will need the following information:

- **Company Name**
- **Federal Employer Identification Number (FEIN) or Social Security Number (SSN)-** When registering for MyFloridaMarketPlace in the VIP, we strongly recommend using a Federal Employer Identification Number (FEIN) rather than a social security number. Using an FEIN will minimize the risks to personal financial information associated with the use of social security numbers. If you do not have a FEIN number, please take a few minutes and obtain one through the following link: [IRS.gov](https://www.irs.gov). There is no cost for this number. If you decide to use a social security number instead of an FEIN number, it may be used for the purposes of verifying identity, maintaining the vendor database, payments processing and/or tax reporting to governmental agencies. In accomplishing these purposes, the number used to register with MyFloridaMarketPlace may be transmitted both internally within the various departments and divisions of the State of Florida and externally to the Internal Revenue Service. This statement concerning the purposes for collection of a social security number is provided pursuant to section 119.071(5)(a)2., F.S. You may print a copy of this statement for your records. If you are unable to print this statement, you may obtain a copy by contacting the MyFloridaMarketPlace Customer Service Desk at 1-866-FLA-EPRO. (352-3776)
- **Business Designation** - Corporation, Sole Proprietorship, Non For Profit, Partnership/Joint Venture, Estate/Trust, Professional Association, Non-Corporate Rental Agent or Government Entity (city, county, state or federal). For more information on business designation in Florida, refer to the [Florida Department of State Division of Corporations](#)
- **Tax filing information** - including the business name on your 1099 tax form, exactly as it appears on the form (where applicable).
- **W-9** - As a new vendor, you must file a W-9 with the Department of Financial Services. Failure to do so could result in the delay of payments for services provided to the state. (See below for instructions)
- **Location Information:**
 - A business name for each company location (if different from the company name)
 - A complete address for each location (including details for sending purchase orders, payments and bills to each location)
 - A contact person for each of your locations
- **Commodity codes-** for the products and/or services your company provides (**518-590, lease rent office space**). During registration you will select from the provided list of all commodity codes.
- **Your CMBE information** (Certified Minority Business Enterprise).
- **State-issued sequence number and PIN-** If you were registered with the State of Florida prior to MyFloridaMarketPlace, you will need to know your state-issue sequence number and PIN to complete the registration process. If you do not have your sequence number and PIN, or if you do not remember your Username and Password, please click the 'Forgot Your Password' link above or call 866-FLA-EPRO (866-352-2776) to request this information.

If you are not the person who can provide this information for your business, please contact that person and ask them to register on behalf of your company.



STATE OF FLORIDA
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ATTACHMENT H

If you have any questions during this registration process, please contact the Vendor Customer Service Desk at vendorhelp@myfloridamarketplace.com or by phone at 866-352-3776.

- Please make sure when registering you use the name and address that appears as Lessor's Information on your agreement and use the FEID/SSN that appears on the lease agreement.

Vendor W-9 Registration

Please see the below instructions for completing the Substitute W-9 on the Department of Financial Services website: <https://vendor.myfloridacfo.com>. If you should have any questions about this process, please contact the Vendor Management Section at 850-413-5519.

A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS) and determine if a vendor should receive a Form 1099.

Use the DFS Substitute Form W-9 Verification website: <https://vendor.myfloridacfo.com>. Paper Substitute Form W-9s are no longer accepted, unless you do not have computer access.

Completing your Form W-9 is a two-step process. In the first step, create your security profile (User ID and password) and in the second, create and submit your Substitute Form W-9.

Part I - Complete and Register the Profile Registration

1. Click on "Click Register Here" to Register. If already registered Click on "Click to Sign On"
2. Complete the Profile Registration Form (do not use commas or periods in the IRS Name).
3. Click the Register button
4. Obtain your User ID from your email

After you have completed the Profile Registration you will receive a User ID via email. Once you have your User ID, you can complete and submit your Substitute Form W-9.

Part II - Complete and Submit the Substitute Form W-9

1. Click on "Click Here to Sign On."
2. Enter the User ID that you received via email.
3. Enter the password you created during the Profile Registration.
4. Click the Sign On button.
5. Click on "Form W-9 Main Menu".
6. Click on "Complete New Substitute Form W-9."
7. Complete the Substitute Form W-9. The red asterisks indicate required fields. Please note only select the radio button "I am not" subject to backup withholding unless the IRS has notified you that you are subject to backup withholding.
8. Enter the password you created during the Profile Registration and click the submit button.

After you have submitted your Substitute Form W-9, your IRS Name and TIN will be sent to the IRS for verification. We will send you an email with the results. If the email indicates your IRS name and TIN match, you will have no further action. If the email indicates your IRS Name and TIN do not match you will need to return to DFS Vendor Website and correct your information.

You can find frequently asked questions and training resources online at <https://vendor.myfloridacfo.com>. We encourage you to review these materials to become familiar with the verification process.

If you have any further questions or concerns regarding the Substitute Form W-9, please contact:

Florida Department of Financial Services Vendor Management Section
FLW9@MyFloridaCFO.com
850.413.5519

The screenshot shows the 'State of Florida Vendor Website' login and registration page. It features a header with the Florida Department of Financial Services logo and navigation links. The main content area includes a 'Sign - Register' section with a 'Click Here to Sign On' button and a 'Click Register Here' button. A 'Form W-9 Main Menu' section is also visible, with a 'Complete New Substitute Form W-9' button. A sidebar on the right contains a 'ACCOUNTING FILES' section with an 'Already Registered?' link. The page is designed with a clean, professional layout and includes a 'Log Out' button at the bottom right.



STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT I

Instructions for Direct Deposit Authorization

Please contact us at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com if you have any questions or need assistance.

Section 1: Transaction Type: Select the appropriate transaction type(s):

- **New request** - If a payee is not currently on direct deposit with the state.
- **Change** –If payee has a current direct deposit with the state and is requesting a change to the record. (example: change of payee name, financial institution, account number and etc.)

Section 2: Authorization for Setup or Changes: Enter the information of the Payee.

Note: The social security number is required to be collected pursuant to 26 USC 6109, and will only be used for the purpose of complying with filing requirements imposed by the Internal Revenue Code and to comply with Section 119.071(5)(a)7, F.S.

The name on the Direct Deposit Payment Authorization Form must match the Payee name on file with the State of Florida Vendor payment system for payments to be sent electronically. If you are currently receiving payments via State warrant, you should list the first line of Payee exactly as it appears on the State of Florida warrant.

Payees have the option to receive a paper copy of the direct deposit information by mail. Please note that the information is available online at <http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> immediately after the payment is deposited into the payees designated account.

Section 3: Financial Institution: Contact your financial institution to confirm your direct deposit account information. Have the completed form signed by a Representative of the Financial Institution. The individual authorizing the form must be an authorized signer on the bank account that the funds are being sent to. Verification will be conducted by the Department, via a telephone call to the Authorized Signer, to confirm the business name, account and transit-routing information of the financial institution.

Section 4: International ACH Transactions (IAT): Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. Banking industry rules require the State, as originator of electronic payments, to identify payments where the entire payment amount is subsequently transferred to a financial institution outside the United States. The rules are referred to as "International ACH Transaction (IAT) rules" and are pursuant to requirements of the Office of Foreign Assets Control (OFAC), which is part of the United States Treasury. If an electronic payment is identified as an IAT transaction, the electronic



STATE OF FLORIDA
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payment must be sent to your financial institution in a special format. Contact your Financial Institution to see if IAT rules apply to you. The State of Florida does not send payments electronically to financial institutions outside the United States.

Terms and Conditions

Processing time is approximately 4 to 6 weeks following receipt of the completed form. Please complete all information requested on this form.

Providing account information does not authorize the State of Florida to access account activity on your account.

We will initiate a pre-notification to your financial institution prior to making payment based on this authorization. The pre-notification is a zero-dollar entry transmitted to your financial institution for verifying the accuracy of the account and transit-routing numbers provided and entered into our system.

An authorized representative of the payee must make any changes to the information provided on this form in writing. Changes to account information will cause the original authorization to be immediately inactivated and the new account information will be processed as described above. The authorization will remain in effect until terminated in writing with sufficient notice to the State to allow adequate time to effect termination. The State will not be responsible for any loss that may arise solely due to error, mistake or fraud regarding information provided on this Direct Deposit Payment Authorization Form.

The State cannot send payments to different accounts at this time. All payments from the State of Florida will be sent to the single account you designate.



**STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE
ATTACHMENT I**

Vendor Direct Deposit Authorization

Section 1: Transaction Type							
<input type="checkbox"/> New request				<input type="checkbox"/> Change account number			
Section 2: Authorization for Setup or Changes							
Social Security number or Federal Employer's Identification Number							
Business Name							
Business fax number				Business phone number			
Mailing address							
City		State		ZIP code			
<p>I authorize Direct Deposit Section to verify with the Financial Institution the accuracy of the account information provided. I authorize the State of Florida to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules. I authorize these payment instructions and accept the terms and conditions for Electronic Funds Transfer payments on the reverse side of this form.</p>							
Authorized Signature				Title			
Printed Name				Date			
Email address							
Financial Institution name				Type of Account (check one)		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Account Name							
Routing Number		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		Customer Account Number			
<input type="checkbox"/> Check this box if you do not want to receive by mail a paper copy of EFT Remittance Advice after funds are deposited in your designated account; this information is available online at http://flair.dbf.state.fl.us/dispub2/cynhphst.htm .							
Section 3: Financial Institution							
<p>I have verified that the account and transit-routing numbers provided above are correct. I have further verified that the person signing as the payee is an authorized signer on the account specified above.</p>							
Representative Name				Representative Signature			
Title of Representative				Date			
Business fax number				Business phone number			
Mailing address							
City		State		ZIP code			
Section 4: International ACH Transactions							
<input type="checkbox"/> Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. See the instruction page for further information on International ACH Transactions							
For Florida Department of Financial Services Use Only						Send the ORIGINAL form to the address below	
DM:		COMP:		FC:		Department of Financial Services Direct Deposit Section 200 East Gaines Street Tallahassee, Florida 32399-0359	
VMP:		VV:		VB:			
VVC:		APPR:					
Comments:							

**ATTACHMENT J
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. 800:0416

with the State of Florida, Department of Juvenile Justice,

for the Building at _____, FL

_____ title to said property being held by _____
Street Address City
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 Juvenile Justice.

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: