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## DEPARTMENT OF CORRECTIONS

### INVITATION TO NEGOTIATE (ITN) NUMBER 700:1195

#### BRADENTON PROBATION AND PAROLE OFFICE

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THIS ITN CAN BE ACCESSED THROUGH THE STATE OF FLORIDA'S VENDOR BID SYSTEM (VBS) LINK AT:

[HTTP://MYFLORIDA.COM/APPS/VBS/VBS](http://myflorida.com/apps/vbs/vbs) WWW.MAIN MENU

**IT IS THE RESPONSIBILITY OF INTERESTED INDIVIDUALS TO CHECK THE VBS FOR FUTURE POSTINGS UNDER THIS INVITATION TO NEGOTIATE**

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## ATTACHMENTS

### I. INTRODUCTION AND OVERVIEW

The State of Florida's Department of Corrections (hereinafter referred to as the "Agency"), requests your participation in a space search in Manatee, County, Florida [more detailed boundaries are attached hereto as **Attachment B**]. The Department of Corrections 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 Corrections has authorized Savills Studley (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 Corrections 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 to reject any proposal that is not in the best interest of the State.***

### II. ITN INSTRUCTIONS AND GENERAL INFORMATION

#### A. PROPOSAL REPLIES

Complete written Replies are **due by 1:45 PM, EST on January 23, 2019**. Submissions must include the original reply, two copies and two electronic copies (on CD-ROMs in PDF format), or four original 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:

The Florida Department of Corrections  
Bureau of Business Operations – Leasing Section  
Attention: Fran Rowls, Leasing Manager  
501 S. Calhoun Street  
Tallahassee, Florida 32399-2500

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. Any such questions or request for clarification must be received **no later than 5:00 PM on November 8, 2018**. Answers to questions will be posted on **November 12, 2018** on the Vendor Bid System (VBS) website at: [http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu). It is your responsibility to check the VBS website frequently for required Addendums and/or other postings relevant to this ITN.

Material clarifications, changes in specifications, or any other information related to this ITN (as solely determined by the Agency) will be posted on: the Vendor Bid System (VBS) website link at: [http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu). It is your responsibility to check the VBS website frequently for required Addendums and/or other postings relevant to this ITN.

**C. KEY ITN DATES**

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

<b>DATE AND TIME</b>	<b>ACTIONS AND/OR LOCATION</b>
<b>October 17, 2018</b>	Date on which the ITN is advertised on the Vendor Bid System at <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>
<b>November 8, 2018 @ 5:00 PM (EST)</b>	Deadline for submitting written questions relating to his ITN (Refer to Article II, Section B)
<b>November 12, 2018</b>	Date responses to written questions received relating to this ITN will be posted at: <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs www.main menu</a>
<b>January 23, 2019 @ 1:45 PM (EST)</b>	Deadline for Receipt of Replies (Refer to Article II, Section A) NO EXCEPTIONS OR LATE SUBMITTALS WILL BE ACCEPTED
<b>January 23, 2019 @ 2:00 PM (EST)</b>	<b>Location for Submission of Replies:</b> Attn: Fran Rowls, Leasing Manager 501 South Calhoun Street Tallahassee, FL 32399-2500 ~ <b>Location of Opening:</b> 600 South Calhoun Street – Room 320A Tallahassee, Florida 32399-2500
<b>January 28, 2019 – February 13, 2019</b>	Schedule for evaluation of Replies
<b>February 14, 2019 – February 28, 2019</b>	Schedule for negotiation with preferred Offerors
<b>March 20, 2019</b>	Expected date of Notice of Intent of Award
<b>August 1, 2020</b>	Anticipated Occupancy

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

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**OFFICIAL CONTACT PERSON – TENANT BROKER**

Inquiries and comments regarding this ITN should be directed to:

Name: Mark Wilkins

Title: Licensed Real Estate Broker

Agency: Savills Studley

Address: 3000 Bayport Drive – Suite 485

City/State/Zip: Tampa, FL 33607

Cell: (813) 864-1688

E-mail: [mwilkins@savills-studley.com](mailto:mwilkins@savills-studley.com)

This contact person is the only authorized individual to respond to ITN comments and questions.

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**I. 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.

**J. 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 your responses on this form. If 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 and/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.
- **The holder of an option to purchase** – Submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the proposer’s control of the facility prior to the intended date of occupancy.
- **The Holder of an option to lease the property offered** – Submit documentation of an option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire period of the basic lease and any renewal option periods as required by this 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 to this proposal.
- **Article II, E** – provide the contact information of the Offeror.

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- **Article IV** – Provide response to 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.
  - **Certification** – each Offeror must complete the Certification and provide proof of authority as specified in Article VII.

**All Offerors must initial at the bottom of the page.**

2. Interior/Space Planning – 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.
3. Prior to final negotiation and selection of a Reply or Replies, a “test fit” of the Proposed Space relative to the need may be required, the expense of which shall be borne by the Offeror.

**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 DMS, the Agency or the Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

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#### IV. LEASE TERMS AND CONDITIONS

The following is an outline of required lease terms and conditions your team must submit for review and consideration.

**A. DESCRIPTION AND MEASUREMENT OF PROPOSED SPACE**

The Agency is seeking a *minimum of 5,274* square feet of usable space (as defined below) within the Boundaries (as set forth in **Attachment “B”**). Each Submission should specify the amount of space available and the address of such space.

The type of space required is an existing building and will be used to house a **Department of Corrections Probation and Parole Office.**

Any 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 the Office Buildings (Florida Administrative Code 60H-2.003). The Agency and DMS reserve the right to independently verify the space measurement.

Offeror must provide the location of the space in a building(s) (the “Proposed Space”), the amount of space available. Any 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 DMS reserve the right to independently verify the space measurement.

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:** \_\_\_\_\_

\_\_\_\_\_

**Building BOMA Rating as Supplied by Offeror:** \_\_\_\_\_ **Class Offered:** \_\_\_\_\_

**BOMA Building Classification (as defined by the Building Owners and Managers Association)**

Offer to identify the BOMA Rating of the offered property, based on its current condition, in accordance with BOMA Building Classifications

**Class A:** Building has excellent location and access to attract the highest quality tenants. Building must be of superior constructions and finish, relatively new or competitive with new buildings, and provide onsite management.

**Class B:** Building with good location, management and construction land tenancy. Can compete at the low end of a Class A building. Class B building finishes are fair to good for the area and systems are adequate.

**Class C:** Generally, an older building with growing functional and/or economic obsolescence. Building competes for tenants requiring functional space and rents below the average of the area.

**Class D:** An older building in need of extensive renovations as a result of functional obsolescence or deterioration.

**B. LEASE COMMENCEMENT DATE**

The Proposed Space is to be made available on **September 1, 2020**. The space must be completed and made available for pre-occupancy on **(July 18, 2020)** (*approximately (45) days prior to the (September 1, 2020) effective date*), at no charge to the Department to allow the Department time to move office equipment/furniture/service and to operate in the premises. 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 **\$300.00** 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 **forty-five (45)** days, the Agency shall have the right to terminate the lease.

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

**Offeror/Lessor agrees to make the proposed space available for occupancy and ready-to-operate on July 18, 2020. (use an x to mark one of the following):** YES \_\_\_\_\_ or NO \_\_\_\_\_

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

The term of this requirement will be **eight (8) years** from occupancy. The State requires a minimum of **two (2)** renewal options for **five (5)** years each. 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. PERMITTED USE - ZONING**

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

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



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

**E. 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 be no pass through of additional expenses. Provide the proposed Full Service lease rental rate for each year of the initial term. The State is exempt from sales tax on all rental payments.

Although submitted lease rates are negotiable, Offerors must provide their best, firm lease rates Lease rates that are contingent, involve a base rate plus ‘cap’ or ‘range’ for such things as tenant improvement will be deemed non-responsive.

Provide the proposed Full Service rent for each year of the initial term (as provided in Section C):

*The Department will only accept flat rates for the entire lease term (this includes the base term and optional renewal periods). Any and/all offers received that reflect escalator clauses and/or rates will be rejected and deemed non-responsive.*

**WITH WORKSTATIONS**

INITIAL LEASE TERM	NET USABLE SQUARE FEET	ANNUAL RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate\$/SF Net SF)
Year 1 – Year 8 09/01/2020 – 08/31/2028			

**WITHOUT WORKSTATIONS**

INITIAL LEASE TERM	NET USABLE SQUARE FEET	ANNUAL RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate\$/SF Net SF)
Year 1 – Year 8 09/01/2020 – 08/31/2028			

Provide the proposed Full Service rent for each year of the option term or terms as specified in Section

**WITH WORKSTATIONS**

RENEWAL OPTION I	NET USABLE SQUARE FEET	ANNUAL RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate\$/SF Net SF)
Year 1 – Year 5 9/1/2028 – 08/31/2033			
RENEWAL OPTION II	NET USABLE SQUARE FEET	ANNUAL RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate\$/SF Net SF)
Year 1 – Year 5 9/1/2033 – 08/31/2038			

**WITHOUT WORKSTATIONS**

RENEWAL OPTION I	NET USABLE SQUARE FEET	ANNUAL RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate\$/SF Net SF)
Year 1 – Year 5 9/1/2028 – 08/31/2033			
RENEWAL OPTION II	NET USABLE SQUARE FEET	ANNUAL RENTAL RATE PER SQUARE FOOT	ANNUAL RENTAL RATE (Rate\$/SF Net SF)
Year 1 – Year 5 9/1/2033 – 08/31/2038			

**K. OFFICIAL CONTACT PERSON - OFFEROR**

Each Offeror MUST provide the below contact information:

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

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

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

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

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

Phone: \_\_\_\_\_ (Cell) \_\_\_\_\_

Fax: \_\_\_\_\_

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

**F. PERMITTED USE BY THE STATE**

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

**Offeror agrees and acknowledges that the use of the Proposed space as described above is acceptable and that it is compliant with all laws: (use an X to mark one of the following):**

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

**G 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 \_\_\_\_

**H. ENERGY STAR RATING**

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

**Does this facility meet the standard of an Energy Star Building? (use an X to mark one of the following):**

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

**I. LEASE**

**Attachment “C”** to this ITN is the form lease agreement (and related addendum) 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 to consummate a transaction. Each Offeror should review this form in its entirety.

**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 \_\_\_\_

**J. ANTENNA ROOF RIGHTS**

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

**Offeror agrees to the terms of this Section I (use an X to mark one of the following):**

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

**K ATTACHMENTS**

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**      **Boundaries** – details the boundaries within which all Proposed Space must be.
- Attachment C**      **Lease Agreement** – This State Form Lease is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. This is only a basic standard lease form. Other terms and conditions may be required by the State for a lease to be consummated.
- Attachment D**      **Disclosure of Ownership** – Each Offeror must complete and return this form with the Reply.
- Attachment E**      **State Fire Marshal** – This attachment provides general directives with regards to the Offeror’s compliance with the requirements of the State Fire Marshal.

- Attachment F**            **Energy Performance Analysis (EPA)** – This Attachment provides a description of **The State’s energy requirements for the Proposed Space.**
- Attachment G**            **Doing Business with the State of Florida** – This attachment is a description of how to register as a vendor and receive payments for providing services to the State of Florida.
- Attachment H**            **Standard Method of Space Measurement**
- Attachment I**            **Agency Disclosure and Commissions Agreement** – This attachment provides an Agency Disclosure and Commissions 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 J**            **General Layout of a Probation and Parole Office** – This attachment provides a sample layout/space design typical of a Probation and Parole Office.
- Attachment K**            **Special Power of Attorney** (if applicable), must be completed and executed by the owner and returned with the Reply.
- Attachment L**            **Business Checklist** – Offeror must complete and return a copy with the Reply
- Attachment M**            **Specifications of the workstations** to be provided as an option to submittal

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 \_\_\_\_\_

**K.        PARKING**  
 Adequate parking for State employees and visitors is mandatory. At the minimum, respondents must make available not less than 5 spaces per 1,000 square feet leased.

**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 \_\_\_\_\_

**L.        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.

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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 \_\_\_\_

## 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:

- 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.
- 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.
- 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 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.
- The focus of the negotiations will be on achieving the solution that provides the best value to the State.
- 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.
- The Agency reserves the right to reject any 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.

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:

### A. Associated Fiscal Costs:

#### Rental:

Rental rates for basic term of lease. Evaluated using total present value methodology for basic term of lease by application of the present value discount rate of **2.96%**.

**Maximum points: 30**

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Rental rates for optional renewal terms of lease. Evaluated using total present value methodology for renewal terms of lease by application of the present value discount rate of 2.96%.

**Maximum points: 15**

**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.

Proximity of facility to the department's preferred area.

**Maximum points: 10**

Frequency and availability of public transportation near the offered space.

**Maximum points: 5**

Present condition of physical plant, property the building sits on, adjacent structures and surrounding neighborhood.

**Maximum points: 10**

Security issues posed by building, by associated parking and by surrounding neighborhood, as evidenced by police reports, quality of exterior lighting and obstructed entrances/exits.

**Maximum points: 5**

**C. Property:**

The extent to which the offered space is designed to efficient layout and good utilization of space and energy, for example (house service units in proximity to interdependent units, Sustainable Building Rating or E.A. Energy Rating).

**Maximum points: 5**

The extent to which the building, parking area and property is conducive to future expansions.

**Maximum points: 5**

Providing the aggregate square footage in a single building is preferred. The contiguous nature of the Proposed Space shall be considered.

**Maximum points: 5**

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The availability of parking, the accessibility and layout of the parking area(s) to best accommodate the Department's needs. Preference will be given to those offers which provide on-site exclusive parking.

**Maximum points: 5**

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

Historical performance of the Offeror/Landlord. References from current or past (within the past five (5) years) tenants of the Offeror/Landlord must be provided.

References (with current contact information) are to include at least three (3) current or former tenants to whom the Lessor provided office space, one of which must be a current or former tenant of the property for which a proposal is submitted under this ITN. The Department of Corrections may only be utilized as a business reference if less than three (3) references are available and Offeror/Landlord must provide a statement to that effect.

**Maximum points: 5**

**TOTAL POINTS: 100**

**VI. PROTEST PROCEDURES**

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

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**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





**ATTACHMENT A**

**AGENCY SPECIFICATIONS  
FOR  
INVITATION TO NEGOTIATE - 700:1195**

**BRADENTON P&P  
PART 2 OF 2  
ATTACHMENTS A – K**

Attachment A -----Agency Specifications

Attachment B-----Boundaries

Attachment C----- Lease Agreement with Addenda

- Addendum A – Janitorial Services**
- Addendum B – Liquidated Damages**
- Addendum C – Employment Eligibility Verification**
- Addendum D – Accessibility and Alternations**
- \* Information Only - Do not complete**

Attachment D ----- Disclosure Statement  
**\*Required - Complete and submit with Proposal**

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

Attachment F-----Energy Performance Analysis  
**\*Required to be completed by the ‘selected offeror’ prior to award**

Attachment G-----Doing Business with the State of Florida  
**\*Information only**  
**1) Vendor Registration (MFMP); 2) Filing W-9; and 3) Direct Deposit**  
Successful Offeror **must** comply with applicable registration after Award

Attachment H-----Standard Method of Space Measurement  
(Standards for determining net ‘rentable’ Square Footage)

Attachment I-----Agency Commission Agreement for Tenant Broker  
Representative (TBR)

Attachment J -----Office Layout & Design  
**\*Required - Complete and submit with Proposal**

Attachment K-----Special Power of Attorney  
**\*Complete & Submit if Applicable**

Attachment L-----Business Reference Checklist  
**\*Required – Complete and submit with Proposal**

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**MINIMUM DOCUMENTS REQUIRED TO BE SUBMITTED WITH OFFER**

**COMPLETED DOCUMENTS CHECKLIST**

1.  Entire completed ITN packet pages 1-16 (Part 1 of 2). Initial the bottom of each page as indicated.
2.  ITN, Article II, D – Provide the contact information of the Offeror.
3.  ITN, Article III, A.1–Provide documentation evidencing Offeror’s control of the proposed property (see Article III, A-1).
4.  ITN, Article III, A-2 – Interior/Space Planning-Each reply must include a floor plan which is drawn to scale (i.e. 1/16” or 1/8” or 1/4” -1’0”) showing the present configurations with square footage measurement.
5.  ITN, Article IV– Provide response to all the “Lease Terms and Conditions” listed in this article. Responses should be clearly delineated and specific to Article IV questions, terms and requirements.
6.  ITN, Article VII-Complete the Certification and provide proof of authority. (Also see Article III,A-1).
7.  Agency Specifications, Attachments A thru K, with Offeror’s initials at the bottom of each page evidencing acknowledgement and agreement to comply.
8.  Completed Attachment D– Disclosure Statement
9.  Completed Attachment J – Business References
10.  Completed Attachment K-Agency Commission Agreement (Form 4097)
11.  Letter from local Zoning Authority stating the property is suitably zoned for the Department of Corrections’ specified intended use. (see Item 2, page 20 of 78)
12.  One set of clear photograph (“4x6”) or architect’s renderings showing exterior, front, sides and rear of the offered facility. (See Item 4, page 20 of 78).
13.  Letter certifying Offeror has available and agrees to provide the required number of parking spaces and a statement indicating the number of parking spaces per net rentable square feet as required by the local zoning jurisdiction. (see Item 7-A, page 21 of 78)
14.  If the facility has other tenants, provide statement indicating number of parking spaces obligated to each tenant based on their lease agreement. (see Item 7-B, page 20/21 of 78)
15.  Site plan and four (4) copies of the parking lot identifying the parking spaces that will be provided to the Agency for its’ exclusive use and the parking spaces assigned to specified other tenants. (see Item 7-C, page 21 of 78)
16.  Map indicating the location of the proposed property in relation to the Department’s acceptable boundaries as identified in Attachment B.
17.  Control of Property – For a Reply to be responsive, it must be submitted by one of the entities listed in Article III, A (1) of the ITN and must include supporting documentation providing such status. This requirement applies to the building (structure); the proposed parking areas, and area(s) of ingress and egress. (see pages 5-6/16)

**ADDITIONAL DOCUMENTS REQUIRED FOR ITN AWARD**

18.  Attachment F-Energy Performance Analysis (EPA) – the selected Offeror will be required to comply with this requirement to award the ITN.
19.  Architectural (A/E) Plans – Offeror to submit floor plan which is drawn to scale, based on the final design/layout and construction as approved between Offeror and the Department. (see Item 9B, page 22 of 78 and Attachment H – Standard Method of Space Measurement)
20.  Attachment E – State Fire Marshal Plans – Offeror to prepare and submit A/E plans and obtain SFM approval in order for the Lease Agreement to be approved between Offeror and the Department of Corrections. The A/E plans shall also include details reflecting ADA compliancy (see page 22 of 78).

**1. LOCATION OF SPACE**

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

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

No proposed site be accepted if it is within 250 feet of any of the facilities listed above. Any proposed site determined to be located within 250 feet of these premises will render the proposal non-responsive and the proposal will be rejected.

Sites that are located 1000 feet or more from the above-stated locations are preferred. The Department may accept sites more than 250 feet but less than 1000 feet of any of the above locations, if to do so is in the best interest of the Department and the State of Florida.

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

**Additional Requirements Regarding Location**

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

To provide information to accomplish the above task, Offeror shall indicate in Column A (YES or NO) whether the proposed office space is located within one quarter mile (1320 feet) of any of the following facilities. If you answered YES to any of the items in Column A, you must indicate in Column B how many feet from the facility the proposed office space is located.

<b>COLUMN A Specify (Yes/No)</b>	<b>TYPE OF FACILITY</b>	<b>COLUMN B (SPECIFY # OF FEET AWAY)</b>
	A school for children in grade 12 or lower	
	A licensed daycare facility	
	A park or playground	
	A nursing home or convalescent center	
	A hospital	
	A mental health facility	
	A youth center	
	Another place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates; specifically,	

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**ALL DISTANCES SHALL BE MEASURED FROM THE MAIN ENTRANCE OF THE PROPOSED SITE TO THE CLOSEST ENTRANCE OF THE FACILITY. THIS MUST BE A DIRECT MEASUREMENT USING THE SHORTEST DISTANCE. THE DEPARTMENT WILL VERIFY ALL DISTANCES.**

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

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

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

All Offerors shall submit documentation with this proposal on letterhead from local zoning jurisdiction evidencing compliance with all zoning requirements, regulations, ordinances, and local and state zoning laws for the intended use as **a Department of Corrections' Administrative & Probation and Parole Office.**

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

**3. EQUAL OPPORTUNITY EMPLOYER**

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

**4. VISUAL MATERIAL**

One set of clear photographs (4 inches x 6 inches) or architect's renderings showing exterior front, sides and rear of the proposed facility (color preferred).

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

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

**5. OTHER TENANTS**

If the offered space and/or parking spaces (or any portion of either), is presently occupied or will be covered by an active lease(s) at the specified need date of this QSP, the Offeror shall submit written documentation with the

Reply of the tenant(s) acknowledgement of the Offeror's proposal and the tenant's ability to vacate the premises by **July 18, 2020** (forty-five days prior to the lease effective date of **September 1, 2020**). (see Item 4).

Offeror agrees to disclose, with the Reply, other tenant arrangements of the proposed office space and proposed parking spaces and that such tenant arrangements shall not impact the availability of the offered space, parking, or any part thereof, to the Agency by the specified need date of **July 18, 2020**. (use an X to mark one of the following):

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

**6. Public transportation**

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

**Offeror Response:**

(Yes/No)

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

**7. PARKING**

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

**Offeror shall submit with this proposal:**

- a. A notarized statement from the Offeror certifying the availability of an agreement to provide **forty-five (45) non-exclusive** Department of Corrections on-site parking spaces, including a statement indicating the number of parking spaces per net rentable square feet of space as required by the local zoning jurisdiction.
- b. If facility has other tenants, the number of parking spaces obligated to each tenant based on their lease agreement.
- c. A site plan and four (4) copies of the parking lot identifying the parking spaces that will be provided to the Agency for its' exclusive use and the parking spaces assigned to specific other tenants.
- d. A minimum of two (2) of the total required spaces designated for the Department of Corrections' use must meet current ADA standards. These ADA parking spaces must be located adjacent to the proposed building.

**8. RECYCLING PROGRAM**

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

**EMERGENCY REPAIRS**

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

**9. GENERAL BUILDING REQUIREMENTS**

The proposed space shall be in an existing building. To be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place. Total square footage on a single floor with contiguous access is preferred.

It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

- A. 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 the Lessor. The Lessor shall not unreasonably withhold the consent to any such alterations.
- B. If renovations are required, successful Offeror must submit five (5) sets of architectural/engineering plans to the State Fire Marshal for certification as outlined in Attachment E (Division of State Fire Marshal Plans Review Fees, Procedures and Requirements (and) application for Plan Review). The Offeror will be responsible for completion and submittal of applicable State Fire Marshal Application for Plan Review' and associated fees in accordance with this attachment.
  - A suggested ('test fit') single line floor plan shall be prepared and submitted to the Issuing Officer within 10 days of the Notice of Award. The final/approved design of the proposed space will be determined through construction-space planning meetings between the Department and the Offeror.
  - Based on the final approval design, five (5) architectural drawings with the Usable Square Footage measurements (per Attachment H) shall be provided to the Department within 10 days of such approval of the final design of the space. The drawing shall be to scale (example 1/16" or 1/8" or 1/4" = 1'0") and certified correct by the A/E. The drawing with SF measurements will be used for the preparation of the formal lease agreement documents.
  - Based on the final/approved design, complete A/E plans for required State Fire Marshal review and approval (per Attachment E) shall be submitted within 3 weeks (21 days) after approval of the single line plan. The A/E plans shall also include drawings which details ADA criteria.
  - Failure to comply may result in withdrawal of the Award.
- C. Building codes adopted by local jurisdictions shall be applicable to all lease construction. The property must comply with the 2012 Florida Accessibility Code for Building Construction ("FACBC").
- D. Lessor shall take good and protective measures against damage or loss of building contents due to high velocity winds and/or flooding/water damage.
- E. Licensed contractors shall perform all construction. The cost of construction, permits, inspections, permits and fees shall be borne by the Lessor. A construction schedule will be provided by the owner to achieve the required occupancy date upon plan approval by the Department. Offeror agrees to provide all builder and subcontractor license information upon request to the Department of Corrections
- F. Follow-up 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. The Lessor shall provide documentation of the fire safety inspection reports to the Department's leasing Office and if necessary coordinate correction of deficiencies in order to

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minimize disruption to the office/operation.

**10. STANDARDS AND ALTERATIONS**

- A. The Lessor agrees that the leased premises shall meet, at the time of occupancy, conformance with 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 shall be incorporated within the FACBC.
- B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied public use leases:

**CHAPTER 1, SECTION 101.1** – all new and altered public buildings and facilities, private buildings and facilities, places of public accommodations and commercial facilities subject 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.

**INTERIOR SPACE PLANNING – FLOOR PLANS - SUBMIT WITH OFFER**

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

**C. SECURITY REQUIREMENTS**

- a. All outside doors shall be equipped with dead-bolt or dead-latch locks and panic hardware.
- b. Locks or bars on all outside windows.
- c. Interior night lights throughout the leased area, for security when main lights are off.
- d. Night illumination is required at all outside doors and all parking areas. Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles.
- e. Keys to all locksets shall be provided in accordance with a master keying system acceptable to the Agency. Provide **thirty (30)** entrance keys.
- f. A security alarm system equipped with a passive infra-red motion detector shall be provided. Door contacts, glass-break detectors and/or motion detectors to be installed at all exterior points of entry. Access keypad installed at employee entrance. Phone lines required for alarm system to be monitored twenty-four (24) hours per day. (Security alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose). All costs associated with the security alarm system, including installation, monitoring, set-up and payment of dedicated phone

line for monitoring, registration fees or other associated costs shall be the responsibility of the Lessor.

- g. A fire alarm system that complies with the current adopted National Fire Protection Association (NFPA) pamphlet 72, Fire Alarm Code Standards. Fire Alarm System plans must be submitted to the State Fire Marshal for review and approval prior to installation. (See Invitation to Negotiate Attachment E – Division of State Fire Marshal Plans Review Fees, Procedures and Requirements for plan submission requirements). Phone lines required for fire alarm system/panel to be monitored twenty four (24) hours per day. (Fire alarm system may be a stand-alone panel or a combination U/L listed panel, if U/L listed for that purpose). All costs associated with the fire alarm system, including installation, monitoring, set-up and payment of dedicated phone line for monitoring, registration fees or other associated costs shall be the responsibility of the Lessor.

**SPACE REQUIREMENTS**

Space to be designed to accommodate the approximate number and sizes of offices and work spaces listed below:

<b>Personnel Areas</b>			
3	Type C (Enclosed/Interior Office)	80	240
16	Type D (Workstation)	49	784
4	Type E (Workstation)	60	240
23	<b>TOTAL PERSONNEL SPACE</b>		<b>1264</b>
<b>General Support</b>			
0	Reception	200	0
1	LAN Room (1 per Suite/Floor)	75	75
16	Open File Area	9	144
1	Storage	100	100
1	Pantry (1 per 60 employees)	200	200
<b>Conference/Meetings</b>		<b>N/A</b>	
	<b>TOTAL SUPPORT SPACE</b>		<b>519</b>
<b>Special Use Space</b>			
1	Drug Labs	150	150
1	Photo ID / Fingerprinting Room	80	80
1	Copy/FAX	150	150
1	Lobby Staff Rstrm	75	75
2	Conference Center/Re-Entry	550	550
1	Restroom ( Women)	150	150
1	Restroom (Men)	150	150
	<b>TOTAL:</b>		<b>1,305</b>
<b>Public Use Space</b>			
1	Main Reception Area	300	300
5	Interview Rooms	80	400
	<b>TOTAL:</b>		<b>700</b>
Net Usable Area (Special Support Areas)			2,005
Circulation Space (30% of net Usable)			606



Total Usable Special Support Area (Required)	2,611
Net Usable Area (Sum of Personnel & Support Areas)	1,783
Circulation (35% of net usable area)	624
Sub-Total Usable Area SF	2,407
Usable Square Feet/Employee (180 USF/FTE Average)	105
Total Special Support	2,867
<b>Total Usable Area (SF)</b>	<b>5,274</b>
<b>Total Usable SF/FTE</b>	<b>229</b>

**RESTROOMS**

Staff restrooms are to be located within the secure office area inaccessible to the public. The Unisex Restroom is to be accessible from the lobby for client use. The Drug Testing Restroom is to be located

Each is to be equipped as follows:

Type	P & P OFFICE			
	STAFF		Clients	
	Men's	Women's	Unisex Public	Unisex Drug Testing
Water Closets	1	2	1	1
Urinals	1	0	0	0
Lavatories w/Mirrors	1	2	1	1
Trash Receptacles	1	1	1	1
Sanitary Napkin Receptacles	0	2	1	0
Forced Air Hand Dryers	0	0	1	0
Paper Towel Dispensers	1	2	0	1
Soap Dispensers	1	1	1	1

**All sinks shall be supplied with hot and cold water and meet requirements of DCA/ADA Accessibility Requirements.**

**D. SIGNS**

- a. Interior identification - Lessor shall provide an interior main directory showing location of all programs, conference rooms, mechanical rooms, etc., and provide directional signs as required.
- b. Lessor shall provide signs to identify all rest rooms, (handicap symbol on handicap rest rooms) conference rooms, mechanical equipment, etc.
- c. All rooms and/or offices shall be numbered consecutively and approved by the Department. Each room shall have a 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 Department signage on the building exterior to be provided by the Lessor either at the top of the building or at the entrance.
- e. ADA compliance: Raised letter signs with Braille shall be provided to identify all rest rooms (international symbol of accessibility on rest rooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms.
- f. Offeror agrees to comply, prior to leasing the demised premises, with all ADA requirements and specifications.

**Note:** All signs must meet requirements of the Florida Accessibility Code for Building Construction, and are to be maintained by the Lessor.

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**E. 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 next to the unisex restroom(s).
- b. Lead and copper in drinking water: Prior to occupancy, the Offeror shall provide to the agency representative test results, of water from every drinking fountain and from at least two (2) sinks per floor (if applicable). These results shall be completed by an authorized and a certified laboratory performing tests that are standard in the industry. The conditions of these tests shall include that the water shall be first-draw, with a minimum of six (6) hours of settling without use, preferably the first-thing-in-the-morning. (For information regarding locating a laboratory see "Laboratories—Testing" in the yellow pages. Offeror must verify certification of laboratory)
- c. If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, the Agency may require, prior to occupancy, the plumbing and/or cooler to be repaired or replaced immediately, at the Offeror's sole expense.

**F. FLOOR COVERINGS**

- a. Luxury Vinyl Plank – New LVT shall be installed prior to acceptance of the building, unless the Department accepts the flooring as is, in writing. The actual plank thickness shall be a minimum of 8mm with a wear layer of 28 mil. The planks shall have a solid, rigid center with cork backing. LVT shall be of a neutral color and made by a manufacturer acceptable to the Department, which will choose from an assortment of colors provided by the Lessor. LVT 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.

**G. PAINT**

- a. All painted surfaces shall be freshly painted before occupancy at the commencement of the lease, and at least once every four (4) 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 Semi-Gloss, washable paint for easy cleaning.
- e. The Department shall be provided samples from which to choose colors.

**H. WINDOW COVERINGS**

- a. Exterior windows shall have blinds or shades to facilitate sunlight and energy control.
- b. Windows receiving direct sunlight shall be tinted or covered with energy saving film.

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## LIGHTING

- c. 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
  - d. 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)
  - e. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly
  - f. If multi-story building, stairwells to be equipped with battery pack emergency lighting. Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.
  - g. Parking lot will be lighted to assure complete illumination of the parking areas.
    - Minimum lighting levels for the parking areas will be maintained at the exterior light level of 1.0 foot candles.
- Such lighting shall be in compliance with the industry standards and any and all applicable Federal, State and Local codes and ordinances.

## I. 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. Three (3) dedicated circuits for each break room.
- c. Class “B” surge protection on all 120/208 circuit break panels.
- d. 20 amp dedicated circuits for the File/Storage Room.
- e. Housekeeping circuits separate from office circuitry.
- f. Building must comply with National Electric Code latest edition at the time of occupancy.
- g. 20 amp dedicated circuits for each Telecommunications Room (LTER).

## J. TELEPHONE AND COMPUTER REQUIREMENTS

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

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

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

- 4) **Provision for Additional Faceplate** - All work areas having only one (1) faceplate with its associated connectors installed shall also have installed an additional electrical box, mud ring, and conduit stub-out as herein described located adjacent to the faceplate and covered with a standard blank plate.
- 5) **Faceplate Placement** - Each faceplate with its associated connectors shall be placed on a centrally located wall of the user equipment location and at a height such that the lower edge of the faceplate shall be 18 inches above finished floor level. Faceplates will normally be installed on the wall opposite to an entrance door.
- 6) **Electrical Box and Extension Ring** - Each faceplate shall be attached to a standard double-gang electrical box fitted with an extension ring which shall reduce the box opening to single-gang size.
- 7) **Conduit Installation** - Each electrical box shall be stubbed out to the space above the ceiling with a ¾-inch inside-diameter conduit for all new installations, ¾ inch conduits for data/voice communications that run continuously from work area to termination are also acceptable. Stub-out shall NOT be to space beneath the work area.
- 8) **Faceplate Type** - Each faceplate shall be a light-almond single-gang plastic faceplate with at least four (4) openings to accept 110-connect modular jacks. The faceplate shall be an AMP 558088-1 or equivalent.
- 9) **Connector Complement Per Work Area** - Each work area shall be provided with a single faceplate containing three (3) data connectors (jacks) and one (1) telephone connector (jack). Even a work area intended for a single printer shall be provided with this configuration to facilitate future addition of other printers and/or a help line telephone.
- 10) **Data Connector** - Each data connector shall be a light-almond 110-connect unshielded 8-position modular jack internally configured for EIA/TIA-568A wiring and meeting EIA/TIA-568 Category 5e/6 specifications at minimum. The data connector shall be AMP 569012-2 or equivalent.
- 11) **Telephone Connector** - Each telephone connector shall be an unshielded, 6-position modular jack, internally wired. The telephone connector shall be a black 110-connect unshielded configured for USOC RJ-11, and shall be AMP 406375-1 or equivalent.
- 12) **Connector Labeling** - Each connector shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the faceplate immediately above the connector. A master list shall be provided to the Agency which includes the room number and location of each cable identification number. The list shall illustrate the cable ID number for each faceplate in each work area.
- 13) **Connector Wiring** - All connectors shall be wired as EIA/TIA 568A.
- 14) **Office Cable** - The office cable is the cable from the faceplate to the end-user computer equipment, and will be provided by Lessee.
- 15) **Wiring Transpositions** - If needed, wiring transpositions shall be accomplished in the work area, not in the telecommunications equipment room (LTER).

**b. Horizontal Wiring - Horizontal wiring connects the work area to the nearest telecommunication equipment room (LTER).**

- 1) **Data Cable Type** - The cable jacket used for horizontal data wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-AWG unshielded 4-twisted-pair cable using standard blue-orange-green-brown color-coded conductors, and shall meet EIA/TIA-568 Category 5e/6 specifications.
- 2) **Telephone Cable Type** - The cable jacket used for horizontal telephone wiring shall be rated for the installation environment. It shall be plenum-rated where used in a plenum space, and PVC coated where non-plenum is required or conduit from end-to-end is used. It shall be 24-

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

**c. Local Telecommunications Equipment Room (LTER)/Computer Room**

- 1) **Location** - The LTER/computer room(s) shall be located such that each cable run from a work area faceplate to either the LTER patch panel or 110 cross-connect shall not exceed 90 meters.
- 2) **Size** - The LTER/computer room(s) shall be large enough to accommodate telecommunications/data distribution equipment and computer equipment, and shall provide adequate access room to equipment for maintenance and upgrade. The room shall be secured either by a door or manufactured cage or cabinet; space should not be shared as working space for staff. The dimensions of the LTER/computer room shall be 10 feet by 15 feet (150 sq. ft minimum). Where it is necessary to have separate telephone and data rooms, the data room shall be no smaller than 10 feet by 10 feet to accommodate rack-mounted data and data communications equipment and the telephone room shall be no smaller than 10 feet by 5 feet.

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- 3) **Air Conditioning-** (Probation and Parole Office): The LTER/computer room requires a minimum number of supply and return vents capable of providing a complete air exchange every fifteen (15) minutes.  
Return vents may be mounted in the ceiling or in the door if the door is connected to a common hallway which is utilized as a common return air pathway. Temperature control shall be maintained at the same temperature requirements as the remainder of the building. The relative humidity shall be maintained at the same requirement as the remainder of the building.
  - 4) **Water Piping** - Pipes containing hot, cold, gray or waste water or steam shall not run through the room.
  - 5) **Emergency Lighting** - The room shall have battery-operated emergency lighting which is automatically activated upon loss of A/C utility power. **Electromagnetic Fields** - The building(s) shall be designed so as to minimize fields in the room. No building electrical transformer shall be located in this room or on opposite side of any wall of this room.
  - 6) **Backboards** - The room(s) shall have 3/4-inch-thick plywood sheets mounted on walls where equipment will be mounted, to a height of 8 feet to serve as backboards. The plywood shall be painted on all sides and edges with a local-code-compliant fire-resistant gray latex paint. The plywood shall be affixed in such a manner that it shall adequately support the weight of the cables, terminals, and other equipment that shall be attached to it.
  - 7) **LTER Regarded as Work Area** - The room(s) shall be regarded as a work area and shall be provided with all telephone and data connections, faceplate, etc. This is to provide a convenient connection point for a telephone instrument and data terminals. The faceplate shall be located on the data side of the room.
  - 8) **Telephone Service and Instrument** - The room(s) shall be provided with telephone service for voice communication.
  - 9) **Electrical** - There shall be four (4) electrical receptacles located in each LTER. Each electrical outlet located in the room shall be a dedicated 20 amp, 120 volt duplex receptacle. A three phase, 208 volt power will be required for an Uninterruptible Power Supply (UPS). The UPS shall require a locking receptacle. The electrical circuit will support the UPS only. At least 8 duplex, 110-volt receptacles 20 amp shall be specified by the OIT Project Manager or located at or near the location of the rack or as which is to be bolted to the floor. All electrical circuits in the computer room shall be on an isolated ground.
  - 10) **Security-** A computer room lock with a changeable combination will be required on the door to the LTER/computer room. An audible alarm is also required on the door to the LTER/computer room.
  - 11) **Fire Safety** - Fire protection apparatus including fire extinguisher (not harmful to electronics), conformity to all requirements to the State Fire Marshal. Pre-occupancy inspection and annual inspections by the State Fire Marshal as required by 633.085 Florida Statutes.
  - 12) **Patch Panel Components** - The patch panel shall be a minimum of 48 ports RJ45 connectors, wired for EIA/TIA 568A configuration, wire management panel(s), and a rack enclosure.
  - 13) **Patch Panel Layout** - One or more patch panels will be needed to accommodate the patch panel connectors. The first (or only) discrete panel shall be mounted at the top of the rack enclosure; if additional discrete panels are required, they shall be separated from one another by a single wire management panel. A single wire management panel shall be mounted beneath the last (or only) discrete panel.
  - 14) **Patch Panel Rack Enclosure** - The rack enclosure shall be a standard 19-inch FIA equipment rack of gray painted metal, 7 feet in height, with side panels and without top panel, mounted on the floor and not on casters. Rack enclosure shall include a minimum of two (2) mounted shelves for non rack mountable computer equipment (example shown below).



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

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

**d. Fiber Optic Cabling**

- 1) **Cable and Fiber Count** - If more than one LTER is required, fiber optic cabling shall be installed between LTERs. One fiber-optic cable containing a minimum of 12 fibers (6 pairs) shall interconnect LTERs.
- 2) **General Fiber-Optic Cable Specifications** - All fiber-optic cables and individual fibers shall meet or exceed the following specifications. Fiber optic cables shall have an all-dielectric aramid strength member, a tensile load rating of 259 kg (550 lb), and bend radius of 9 cm. All fibers in the cable shall be FDDL-compatible, multi-mode or single-mode depending on distance, graded-index, 62.5/125-micron diameter, with 850 and 1300 nm light-source windows, 0.275 numerical aperture, 160/500 MHz-km dual-window bandwidth, 3.75/1.50 dB/km maximum attenuation over the -40C to 70C temperature range and shall have color-coded, fire-retardant, oil-resistant thermoplastic jacketing. Important note on distances and fiber: for distances over 715 feet, single mode 9/125 micron diameter (core/cladding) diameter, 1310 nm, low metal content, single mode fiber optic cables, complying with the ITU-T G.652 and ISO/IEC 793-2 Type B1 standards using LC gigabit connectivity may be

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necessary. Using Multi mode cable and SC connectors will only allow distances of 1700 feet with specially purchased mode conditioning patch cables.

- 3) **Outdoor/Underground Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall have a PB jacket and water block gel or similar water-resistant buffer.
- 4) **Indoor Fiber-Optic Cable Specifications** - Fiber-optic cable used for data vertical wiring within a building shall, be plenum-rated, if required by code, otherwise PVC.
- 5) **Underground Fiber-Optic Cable Conduit** - Fiber-optic cable used for data vertical wiring running between buildings and/or buried (underground or in-slab) shall be enclosed in Schedule 40 PVC conduit conforming to NEMA standard TC10, suitable for concrete encasement. Prefabricated fittings shall be used except where sharp bends or turns prevent their use, in which case joint boxes or pull boxes shall be used. Conduit and fitting joints must be watertight and shall be made using PVC solvent cement. Underground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 6) **Above-Ground Fiber-Optic Cable Conduit** - Fiber-optic cable used for data vertical wiring running between buildings and above ground shall be enclosed in steel pipe conduit. All fittings used at PVC/steel conduit transitions must be suitable for connection to PVC conduit. All such steel pipe conduits shall be grounded to the building grounding electrode system. Above-ground conduit containing a fiber-optic cable as herein specified shall NOT contain any other cable type, fiber-optic or otherwise.
- 7) **Fiber-Optic Cable Conduit Size** - All conduits in which fiber-optic cable is run shall have a minimum inside diameter of 2 inches.
- 8) **Fiber-Optic Cable Termination Enclosure** - Each fiber-optic cable together with its associated fibers shall be terminated in a separate termination enclosure. The fiber-optic termination enclosure (WIC/LIU) shall accommodate minimum 24 fibers (12 pair), use SC-type connectors, be completely enclosed with left and right hinged doors, and shall have either a lock or lock hasp. The enclosure shall be Champion CFD Series 20 or equivalent.
- 9) **Fiber-Optic Cable Termination Enclosure Labeling** - Each termination enclosure shall be labeled with the cable identification number of the attached cable. The label shall be an adhesive type, easily readable, and shall be placed on the left door of the enclosure facing outward. Each individual-fiber SC connector in the enclosure shall be labeled with the fiber identification number. The label shall be an adhesive type, easily readable, and shall be placed on the connector panel above the connector.
- 10) **Fiber-Optic Cable Termination Enclosure Location** - The termination enclosure in each LTER shall be located on the backboard of the data side of the room with the bottom of the enclosure at a height of 4 feet AFFL. The left side of the enclosure shall be even with the right side of the patch panel rack enclosure.

e. **Post-Installation Cable Testing**

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



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Agency. The Agency will be provided the cable testing results and a cabling diagram of the location of all cables by cable number and by room numbers.

- 3) **Fiber-Optic Cable** - Each fiber-optic termination shall be tested end-to-end and must pass light in compliance with manufacturer's specifications.

## 21. MISCELLANEOUS REQUIREMENTS

- A. Lessor shall provide floor-to-ceiling shelving in designated storage area(s), said shelving being built on all walls as specified by the Department. Shelving shall be plastic coated and adjustable. Two (2) six (6) station surge resistant power strips above one shelf 48" from the floor to facilitate a charging station for GPS monitors, radios and other equipment.
- B. Lessor shall provide Formica covered counters 28 inches to 34 inches above floor level and 19 inches deep to run the length of the wall under the pass through windows in the waiting rooms and 19 inches deep in the clerical rooms.

### **Lessor Shall:**

- Design public reception area separate from the clerical personnel by a wall (floor to ceiling) with two (2) 3/8 "thick, Lexan windows, set no higher than 28" to 34" from the floor. Each window shall be 4' high x 4' wide.
- Install one (1) pass-through port (of a sufficient size to accommodate 8 1/2" x 14" documents) shall be cut concave into the counter below each window, or a pass-through port cut out in each window of 9" x 1 1/2 " to 9" wide x 4 1/2" high.
- Install convex mirrors and a two-way intercom system between the waiting room and the clerical office shall be installed to allow staff to communicate with the public and observe the entire waiting area.
- Ensure the traffic flow pattern used by the public shall not go through the main clerical areas
- Ensure one (1) unisex restroom for public use shall be accessible from the public waiting room. This restroom shall contain a commode, lavatory with mirror, soap dispenser and a forced air hand dryer. This restroom must meet the ADA requirements for public restrooms.
- Install a refrigerated drinking fountain (high-low) station that shall be located in the waiting area for public use.
- Provide electrically operated locks between the waiting room and the access-way leading to the individual offices. An automatic closure shall be installed on door. One additional door with electrically operated lock to be supplied if requested. These electrically controlled pass through doors shall be controlled from within the clerical area by two separate control buttons at each of two control stations. The doorframes shall be hollow metal.
- Fiberglass Reinforced Plastic (FRP) shall be installed on all walls in the lobby from floor to the mid-point of the wall. The waiting room walls shall include plastic nail-down splashguard below the rail.
- Corner guards shall be installed on all hallway and heavy traffic corners.
- All doors shall be equipped with floor mount door-stops.
- Kick plates shall be installed on both sides of all common area doors
- A suggested single line floor plan shall be prepared and submitted to the Issuing Officer within 10 days of the Notice of Award. Complete A/E plans shall be submitted within 3 weeks (21 days) after approval of a single line plan, failure to comply may result in withdrawal of award.

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- A service counter, covered with plastic laminate (i.e. Formica) shall be affixed to a waiting room wall. Dimensions shall be 6 feet long, 28 inches to 34 inches in height, 19 inches top surface with a 6-inch back-splash.

C. Mail Distribution Center: Mill work shall include **thirty (30)** individual mail boxes. Each mail box shall be 12 inches wide, 15 inches deep, and 8 inches high; finish shall be Formica or equivalent. Placed directly below the distribution boxes, a full length cabinet will run the length of the distribution boxes fully enclosed with doors and also finished in Formica. This item shall be located in the mail/copy room or recessed in a wall as designated by the Department.

Commercial-grade ashtray/trash receptacle will be provided at each entrance.

- Each drug testing room shall be divided into two (2) rooms with floor-to-ceiling walls, a work area and a rest room. Door to drug lab shall be equipped with a dead bolt lock.
- Work areas shall have a built in work counter and lockable kitchen style cabinets above and below the counter. Both cabinet and counter to be approximately 8' long and covered with Formica.
- Work areas shall be furnished with a small stainless steel sink (free standing), water (hot and cold), soap dispenser (soap dispenser shall be no higher than 48 inches) and paper towel dispenser.
- Two duplex 110-volt electrical outlets (GCFI) located over the counters shall be provided. These outlets are in addition to the electrical requirements on page 6 of these specifications.
- The rest room areas shall include a commode, soap dispenser, lavatory & paper towel dispenser. The restrooms must meet the Florida Accessibility Code for Building Construction requirements for public restrooms.

D. The break rooms shall include a kitchen size stainless steel sink with 8 foot cabinets above and below, finished with laminated plastic (Formica) or equivalent. Two duplex 110 volt electrical outlets (GFCI) located over the counter shall be provided. Provide water to the sink (hot and cold), a soap dispenser and a paper towel dispenser. Hot water pipes must be insulated as required by Florida Accessibility Code for Building Construction.

E. Lessor shall take good and protective measures against damage or loss of building contents due to high velocity winds and/or flooding/water damage.

F. Door mats will be provided at all entrances to protect floor coverings. These door mats shall be cleaned daily by janitorial staff.

G. If a back door exists in the facility a peep hole shall be installed.

H. Kick plates shall be installed on both sides of all common area doors

I. Commercial-grade television shelf shall be mounted on the wall in the lobby.

- Location shall be determined by the department
- Electrical outlet shall be installed at shelf height.

# ATTACHMENT B

## BOUNDARIES FOR

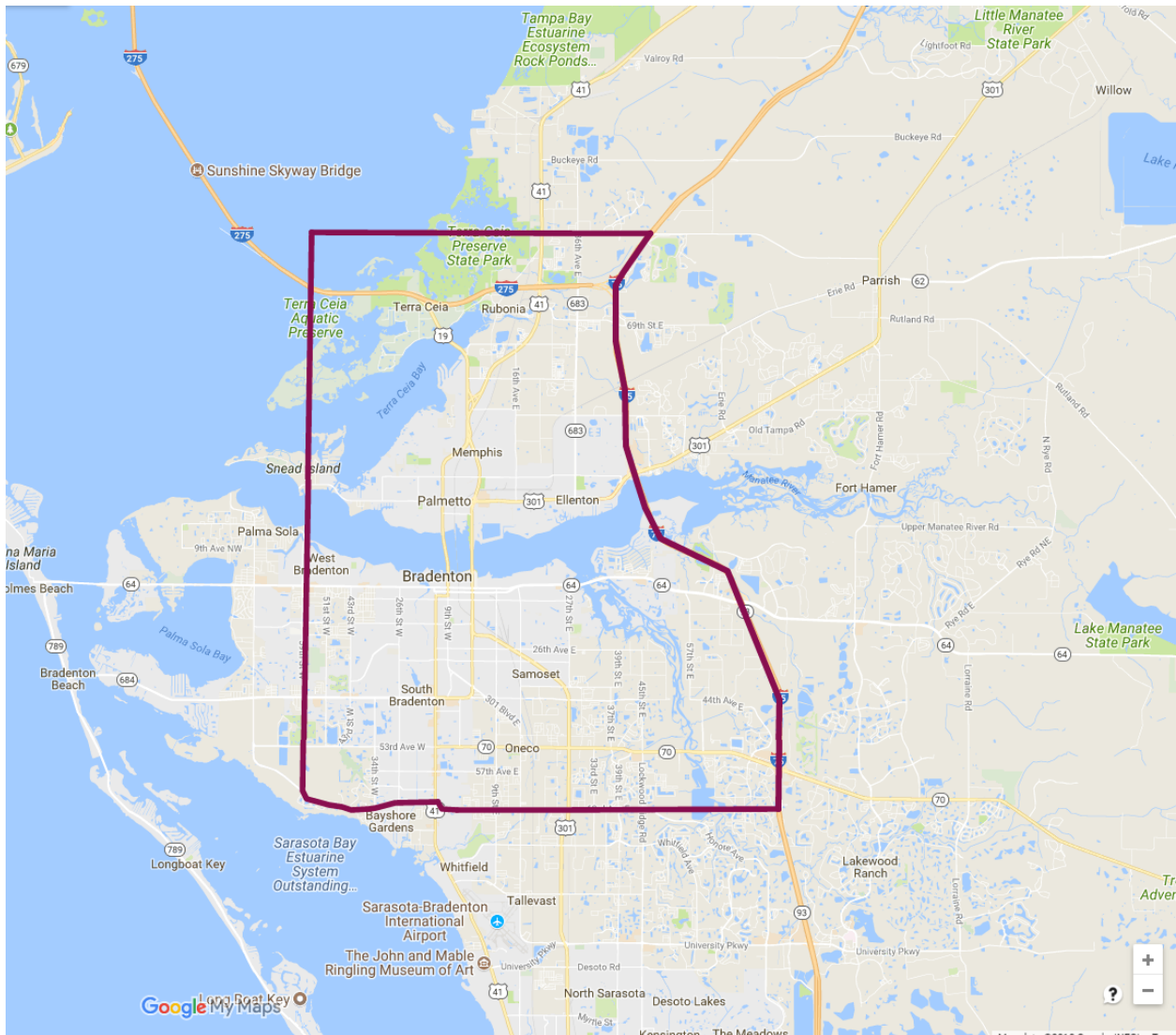
### BRADENTON P&P OFFICE (12-1)

Farthest **North**: Imaginary Line going east and west on Moccasin Wallow

Farthest **South**: El Conquistador Pkwy / Saunders Rd. / Imaginary line on 63<sup>rd</sup> Ave. E

Farthest **East**: I75

Farthest **West**: Imaginary line running North and South following 59<sup>th</sup> St. W



**ATTACHMENT C – LEASE AGREEMENT**



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



Lease Number: 700:1195

Lease Commencement: 9/01/2020

**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 \_\_\_\_\_ nonexclusive parking spaces as part of this Lease Agreement.

**2. Term & Renewals**

A. The Lease shall begin on: \_\_\_\_\_ , \_\_\_\_\_  
Month Day Year  
and end at the close of business on \_\_\_\_\_ , \_\_\_\_\_  
Month Day Year  
for a term of \_\_\_\_ months.

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

**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: \_\_\_\_\_  
Lessor 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		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
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**B. Option Term**

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

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
		End (MM/DD/YYYY)			
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
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**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 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:

Day	From	To

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

**7. Accessibility and Alterations**

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

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(owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

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

**8. Applicable Laws**

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

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



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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* (2012). Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

**11. Injury or Damage to Property**

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

**12. Expiration of Term**

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

**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 Lessor shall not be deemed as any manner of trespass and thereupon any remedy which might otherwise be used by Lessor for arrears of rent or for any breach of Lessee's covenants herein contained shall terminated, without prejudice.

**20. Not Consent to Sue**

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

**21. Right to Terminate**

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

**22. Public Entity Crime Statement**

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

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

**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.

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- B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.
  - C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.
  - D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

**26. Definition of Terms**

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

**27. Additional Terms**

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

\_\_\_\_\_

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

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

**ORIGINAL SIGNATURES REQUESTED ON ALL COPIES**

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

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

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

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

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

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



## ATTACHMENT C – ADDENDUM A (JANITORIAL SERVICES)

STATE OF FLORIDA

DEPARTMENT OF CORRECTIONS SERVICES

JANITORIAL SERVICES

LEASE NUMBER: 700:1195

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

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

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

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

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

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

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

**All cleaning services are to be performed during normal business hours, which are 8:00 a.m. to 5:00 p.m.**

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

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

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**MAINTENANCE SERVICES**

In providing any or all of the before mentioned services:

1. Only the Lessor or actual employees of the janitorial contractor are to be admitted to the premises.
2. Employees of the contractor assigned to conduct janitorial duties at the premises must be at least 18 years old.

**Lessee: Department of Corrections**

**Lessor:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



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**ATTACHMENT C – ADDENDUM B**

**DEPARTMENT OF MANAGEMENT SERVICES  
ADDENDUM FOR ASSESSING LIQUIDATED DAMAGES**

**ADDENDUM NUMBER: \_\_\_\_\_ Lease Number: 700:1195**

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 \$300.00 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.

Department of Corrections  
\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

(x) \_\_\_\_\_  
Lessee Signature

(x) \_\_\_\_\_  
Lessor Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**ATTACHMENT C – Addendum C**

STATE OF FLORIDA

**DEPARTMENT OF MANAGEMENT SERVICES**

**Employment Eligibility Verification**

**ADDENDUM C**

**LEASE NUMBER: 700:1195**

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

<http://www.dhs.gov/files/programs/gc1185221678150.shtm#1> .

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

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

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

Lessee

Lessor

(x) DEPARTMENT OF CORRECTIONS

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**ATTACHMENT C – Addendum D**

**DEPARTMENT OF MANAGEMENT SERVICES  
Accessibility and Alterations**

Lessor agrees that the leased Premises shall meet conformance with 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 shall be incorporated within the FACBC.

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

Chapter 1, Section 101.1 — all new and altered public buildings and facilities, private

buildings and facilities, places of public accommodations 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.

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.

**LESSEE:**

Department of Corrections

\_\_\_\_\_

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

**LESSOR:**

\_\_\_\_\_

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



STATE OF FLORIDA  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**DISCLOSURE STATEMENT FORM 4114**

## ATTACHMENT D

**Lease Number: 700:1195**

**Purpose**

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

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

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

c. Name of titleholder: \_\_\_\_\_

Titleholder FEIN or SSN: \_\_\_\_\_

Name of facility: \_\_\_\_\_

Facility street address: \_\_\_\_\_

Facility city, state, zip code: \_\_\_\_\_

**2. Disclosure Requirements**

a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes  No

*If "Yes," please proceed to section 4.*

b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes  No

*If "Yes," please proceed to 2.c.*

c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes  No

*If "Yes," please proceed to 2.d.*

d. Is the facility listed above financed with any type of local government obligations? Yes  No

*If "Yes," please stop and immediately contact your state leasing representative.*

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

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



STATE OF FLORIDA  
**DEPARTMENT OF MANAGEMENT SERVICES**  
**DISCLOSURE STATEMENT FORM 4114**


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

**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: \_\_\_\_\_

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## ATTACHMENT E

### DIVISION OF STATE FIRE MARSHAL

#### Plans Review Fees, Procedures and Requirements

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

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

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

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

#### **DESIGN CRITERIA:**

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

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

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

#### **PLANS REVIEW FEES:**

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

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Example:

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

**METHOD OF PAYMENT**

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

**WHAT TO SUBMIT**

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

**If Sending By Regular Mail**

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

**If Sending By Overnight Service**

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

**PLANS SUBMISSION:**

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

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

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

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

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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.



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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).

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

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

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

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

### **FIRE ALARM CHECKLIST**

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

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

#### **HYDRAULIC CALCULATIONS FOR SPRINKLER SYSTEMS**

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**

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

**4. BUILDING INFORMATION**

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

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## ATTACHMENT F

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

#### ADDENDUM \_\_\_\_\_

#### Overview

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

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

The EPA requirements include the following procedures:

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

#### EPA Procedures

1. Energy Star Rating:

- a. An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:
  - 1) the Energy Star Portfolio Manager software, which is available at:  
[http://www.energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfoliomanager](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)
  - 2) the Energy Star Target Finder software, which is available at:  
[http://www.energystar.gov/index.cfm?c=new\\_bldg\\_design.bus\\_target\\_finder](http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder)
- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
  1. Whole-Building Scenario: When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist

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or the space has been unoccupied for more than 30 days, then the Energy Star rating must be developed with the annual energy consumption results of a computer-based simulation (see Computer-Based Simulation Requirements below for additional information).

2. Partial-Building Scenario: When the proposed lease space does not account for all rentable space within a given building or is not separately metered by the utility provider, a computer-based simulation shall be performed that computes the expected annual energy consumption for the proposed lease space. The results of the computer-based simulation shall be used to generate the Energy Star rating. Note: An Energy Star rating for the entire building in this scenario will not be accepted.
  - d. Exception: When the proposed lease does not meet the eligibility criteria for an Energy Star rating regarding the type or allocation of space, an energy performance index (kBtu per gross square foot per year) shall be developed manually in lieu of the Energy Star rating using one of the following sources:
    - actual utility bill data for the previous 12 months
    - the expected annual energy consumption developed with a computer-based simulation
  - e. Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
  - f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
    - 1) an Energy Star rating for the proposed lease
    - 2) the energy performance index (kBtu per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating
2. Energy Cost Projection:
- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
    - 1) the average annual energy costs based on actual utility bills for the previous three years
    - 2) current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
  - b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.
  - c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
    - 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
    - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

### **Computer-Based Simulation Requirements**

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

1. The computer-based simulation shall be performed by an engineer licensed in Florida.
2. The computer-based simulation program shall be one of the following commercially-available software programs:
  - a. DOE-2

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- b. BLAST
  - c. eQuest
  - d. EnergyPlus
  - e. Carrier HAP
  - f. Trane TRACE
  - g. Other programs determined by DMS to be consistent with Rule 60D-4.005, FAC.
  - h.
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.

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

**DMS EPA Review**

**4050 Esplanade Way, Suite 335**

**Tallahassee, Florida 32399-0950**

**(850) 488-1817**



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## ATTACHMENT G

### DOING BUSINESS WITH THE STATE OF FLORIDA

#### PART 1 – MyFlorida Marketplace (MFMP)

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

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

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

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

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

**For Lease Number 700:1195,**

**the Lessor is: SAMPLE**

**the FEID # is: 123466789**

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

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

Direct/electronic deposit of rental payments generally results in payments being deposited in the Lessor's authorized banking account several days quicker than using the paper warrant process because it is a more 'automated' process. Direct deposit (EFT) can also provide a higher level of security of rental payments since the deposits are direct to the designated financial account rather than thru the US mail and into a mail drop.

When the electronic funds transfer (EFT) is utilized, a paper copy of the monthly rental payment information is sent to the designated rental remittance payment address which is established by the Lessor also.

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

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In the event of a change to the Lessor information due to a) sale of the property; b) change of individual owners; or c) addresses (Lessor mailing address and/or Lessor's remittance address), the following notification to the Department of Corrections' Leasing section is required:

Contact Fran Rowls, Leasing Agent at telephone (850) 717-3697 in the Department of Corrections' Leasing office for assistance.

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

1. Change of Ownership – Sale of Property:

- a) Submit letter on business letterhead, signed by current Lessor, providing the date of new ownership and contact information for new owner(s);

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

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

- 3. Depending on the changes, the Leasing office may provide a Disclosure Statement form, which is required by the Department as well as the Florida Department of Management Services, in conjunction with Lessor/owner changes to be completed and returned.

- 4. Updated 'vendor' registration thru the MFMP web site may be required.

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

- 5. Updated EFT registration thru the Department of Financial Services web site may be required.

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

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

**NOTICE**

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

**Requirements**

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

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

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


<https://flvendor.myfloridacfo.com>

**PART III**  
**DIRECT DEPOSIT THRU ELECTRONIC FUNDS TRANSFER**

***VENDORS***

**Direct Deposit sign-up information for Vendors**

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

 Direct Deposit E-mail address: [directdeposit@myfloridacfo.com](mailto:directdeposit@myfloridacfo.com)

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👉 Direct Deposit phone number (850) 413-5517

👉 Checking payments on the web: <https://flair.dbf.state.fl.us>

👉 Check the status of a pending payment call the Vendor Ombudsmen Section at (850) 413-5516

👉 **Get a form now.** Simply click on the link immediately below, print out the form pages and follow the instructions.

Form

**Please note:** Your name on the Direct Deposit System and the name that appears on the State of Florida check you are currently receiving must match for you to receive funds electronically.

If you have problems printing the form or have any questions, call (850) 413-5517 or you can email us at [directdeposit@myfloridacfo.com](mailto:directdeposit@myfloridacfo.com)

# ATTACHMENT H

## Standard Method for Measuring Floor Area in Office Buildings

A Summary of the Building Owners And Managers Association (BOMA) Guidelines.

**See Florida Administrative Procedures '60H-2.003' for additional information**

The purpose of the Standard Method For Measuring Floor Area in Office Buildings is to permit communication and computation on a clear and understandable basis. The BOMA Standard has been the generally accepted method for measuring office space for many years. It should be noted that this standard can and should be used in measuring office space in old as well as new buildings. It is applicable to any architectural design or type of construction.

### Usable Area

This method measures the actual occupiable area of a floor or an office suite and is of prime interest to a tenant in evaluating the space offered by a landlord and in allocating the space required to house personnel and furniture. The amount of Usable Area on a multi-tenant floor can vary over the life of a building as corridors expand and contract and as floors are remodeled. Usable Area can be converted to Rentable Area by the use of a conversion factor. The Usable Area of an office shall be computed by measuring to the finished surface side of the office side of corridor and other permanent walls, to the center of the partitions that separate the office from adjoining Usable Areas, and to the inside finished surface of the dominant portions of the permanent outer building walls. No deduction shall be made for columns and projections necessary to the building.

The Usable Area of a floor shall be equal to the sum of all Usable Areas on that floor.

### Rentable Area

This method measures the tenant's pro-rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to areas below. The Rentable Area of a building is fixed for the life of a building and is not affected by changes in corridor sizes and configuration. This method is therefore recommended for measuring the total income producing area of a building and for use in computing the tenant's pro-rata share of a building for purposes of rent escalation. The Rentable Area of floor area shall be computed by measuring to the inside finished surface of the dominant portions of the permanent outer building walls, excluding any major vertical penetrations of the floor.

No deduction shall be made for columns and projections necessary to the building. The Rentable Area of an office on the floor shall be computed by multiplying the Usable Area of that office by the quotient of the division of the Rentable Area of the floor by the Usable Area of the floor resulting in the R/U Ratio.

### Load Factor

The Load Factor is the percentage of space on a floor that is not usable, expressed as a percent of Usable Area. It is also known as the Common Area Factor or the Loss Factor.

$$\text{Load Factor (Load)} = \text{R/U Ratio} - 1.$$

Conversion Formulas	
Rentable Area ÷ Usable Area	R/U Ratio
Usable Area x R/U Ratio	Rentable Area
Rentable Area ÷ R/U Ratio	Usable Area
Usable Area x (1 + Load)	Rentable Area

### Definitions

#### Finished Surface:

A wall, ceiling, or floor surface, including glass, as prepared for tenant use, excluding the thickness of any special surfacing materials such as paneling, furring strips and carpet.

---

**Dominant  
Portion:**

That portion of the inside finished surface of the permanent outer building wall which is 50% or more of the vertical floor to ceiling dimension measured at the dominant portions. If there is no dominant portion, or if the dominant portion is not vertical, the measurement for area shall be to the inside finished surface of the permanent outer building wall where it intersects the finished floor.

**Major  
Vertical  
Penetrations:**

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls, which serve more than one floor of the building, but shall not include stairs, dumb-waiters, lifts, and the like, exclusively serving a tenant occupying offices on more than one floor.

# ATTACHMENT I

Lease Number: 700:1195

## 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:

- C. 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 \_\_\_\_\_.
- D. 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.
- E. 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.
- F. 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/Hangar:**

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

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

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

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

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

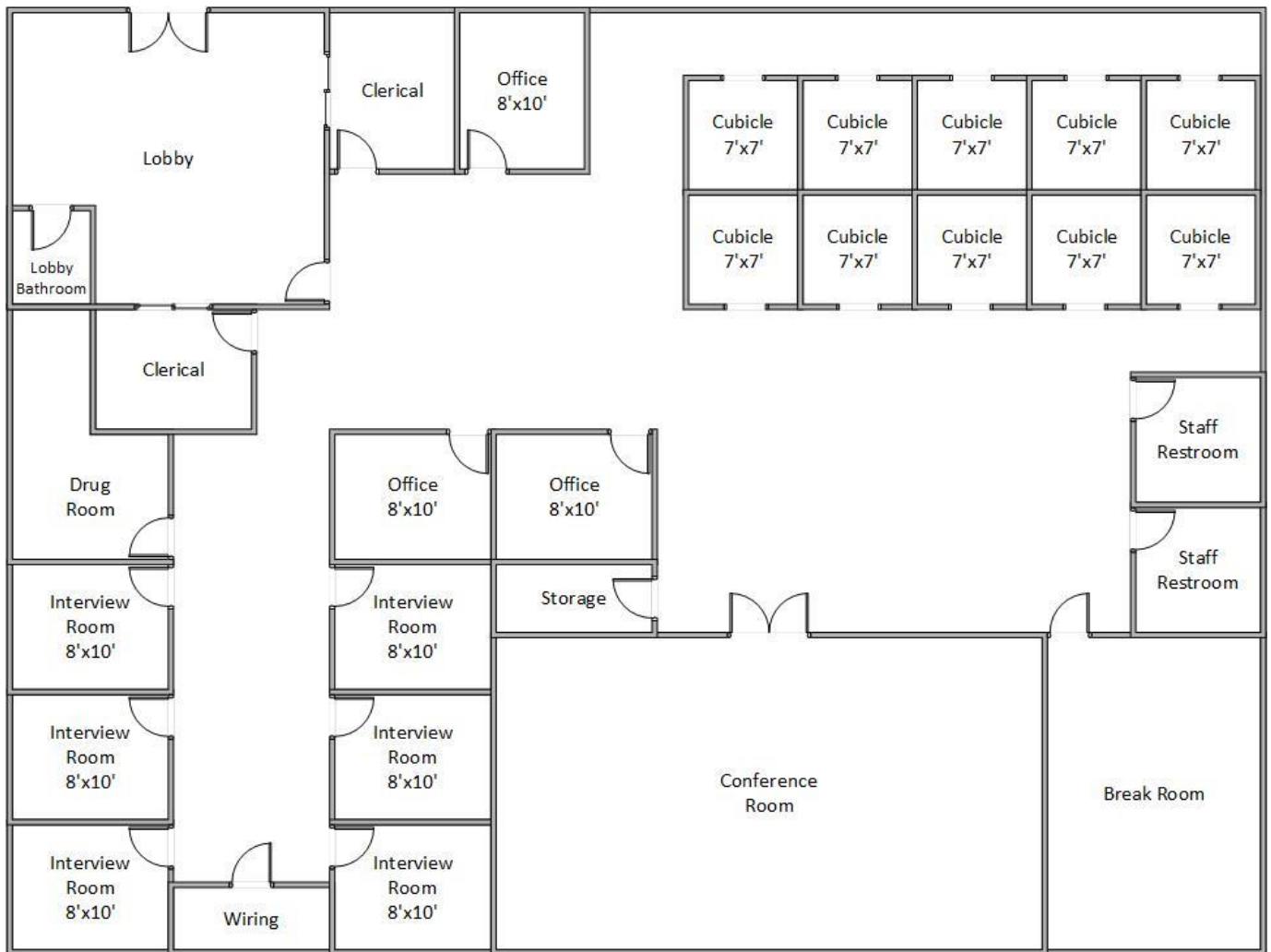
AGREED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

<p><b>TENANT AGENCY:</b>  <b>Department of Corrections</b></p> <p>(x) _____</p> <p>By _____</p> <p style="text-align: center;">Print or Typewritten</p> <p>_____</p> <p style="text-align: center;">Title</p>	<p><b>OWNER:</b></p> <p>(x) _____</p> <p>By _____</p> <p style="text-align: center;">Print or Typewritten</p> <p>_____</p> <p style="text-align: center;">Title</p>	<p><b>TENANT BROKER:</b>  <b>Savills-Studley</b></p> <p>(x) _____</p> <p>By _____</p> <p style="text-align: center;">Print or Typewritten</p> <p>_____</p> <p style="text-align: center;">Title</p>
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**ATTACHMENT J**

**GENERAL LAYOUT OF A PROBATION OFFICE**



**ATTACHMENT K**

Lease Number: **700:1195**

**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. \_\_\_\_\_ with the State of Florida. Department of Corrections, for the Building at:

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

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

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

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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\_\_\_\_.

\_\_\_\_\_

(SEAL)

Notary Public

\_\_\_\_\_

Printed Name of Notary Public

My Commission Expires

## ATTACHMENT L

### BUSINESS REFERENCE CHECKLIST

Please provide the following contact information for people with whom you have had a landlord-tenant relationship within the past five (5) years.

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

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

<b>Company Name:</b>	
<b>Contact Person &amp; Title:</b>	

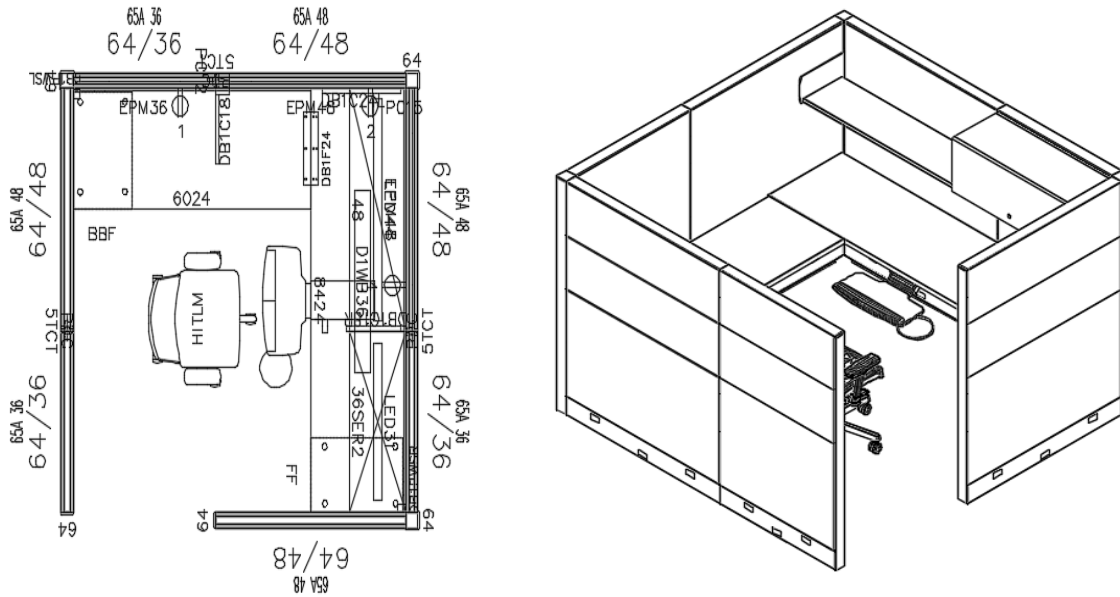
<b>Contact Information:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Current or Former Tenant:</b>	<b>Current</b> _____ <b>Former</b> _____
<b>Length of Tenancy:</b>	<b>From</b> _____ <b>to</b> _____

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

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



# WORKSTATION SPECIFICATIONS



**7' x 7' Station must have:**

- 64”H Tile and Frame Panels
- Interior Mono Fabric Interior /Laminate Exterior Tile
- Integrated electrical with 3 Standards Outlet w/Data Plate
- HPL Laminate Worksurface – With 3 mm edge /Wire Management
- (1) Metal Box/Box/File Lockable Pedestal Painted
- (1) Metal File/ File Lockable Pedestal Painted
- (1) Metal Overhead Painted Lockable with LED Tasklight
- (2) Metal Shelf with LED Tasklight
- (1) Adjustable Articulating Keyboard Tray with Mouse Pad

**Offeror will provide electrical and two (2) data lines (as outlined in Section 26) to each workstation.**

***This includes workstations not supplied by the Offeror.***