

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
INVITATION TO NEGOTIATE (ITN) FOR LEASED SPACE
Number: 430:0233 – Fort Myers**

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ITN 430:0233 Department of Financial Services – Submittal Cover Page

Seven (7) and Ten (10) year Base Term with Two (2), Seven (7) year Renewal Options

Offeror's Information			
Offeror's Contact Name:		Title:	
Company:			
Address:		City/State/Zip:	
Phone Number:		Email:	
Proposal Information			
Proposed Lessor Entity Name:		FEID or Social Security Number (SSN):	
Address of Proposed Space:			
Street	City	State	Zip
Usable Square Feet in Proposed Space:			
Requested Parking: 55	Exclusive Parking:	Non-Exclusive Parking:	
Provide the proposed Full-Service rent for each year of the Base and Renewal Option terms as specified in Article IV, Section E.			

Seven (7) year Base Term with two (2), seven (7) year Renewal Options

7 Year Base Term		Rate Per Square Foot	Total Annual Rental
Year 1	\$		\$
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Year 6	\$		\$
Year 7	\$		\$
1 st Option Renewal Term		Rate Per Square Foot	Total Annual Rental
Year 1	\$		\$
Year 2	\$		\$
Year 3	\$		\$
Year 4	\$		\$
Year 5	\$		\$
Year 6	\$		\$
Year 7	\$		\$
2 nd Option Renewal Term		Rate Per Square Foot	Total Annual Rental
Year 1	\$		\$
Year 2	\$		\$

Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$

Ten (10) year Base Term with two (2), seven (7) year Renewal Options

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

Pursuant to Rule 60H-1.015, F.A.C., all Offerors submitting rental rates for existing buildings must include a rental rate per square foot per year for all years of the lease, including renewals, that will include all renovations and other special requirements necessary to accommodate the Agency at the time of initial occupancy.

I. INTRODUCTION AND OVERVIEW

The Department of Financial Services (hereinafter referred to as the “Agency”), requests your participation in a space search in Fort Myers, Florida [see detailed boundaries listed below]. The Agency is seeking detailed and competitive proposals to provide office space and related infrastructure (“Proposed Space”) for occupancy by the Agency. As relates to any space that is required to be built-out for the Agency and pursuant to this Invitation to Negotiate, all specifications, as identified in Attachment “A”, must be included.

Proposed locations within or abutting the boundary lines below will be considered:

Boundary Map – Fort Myers

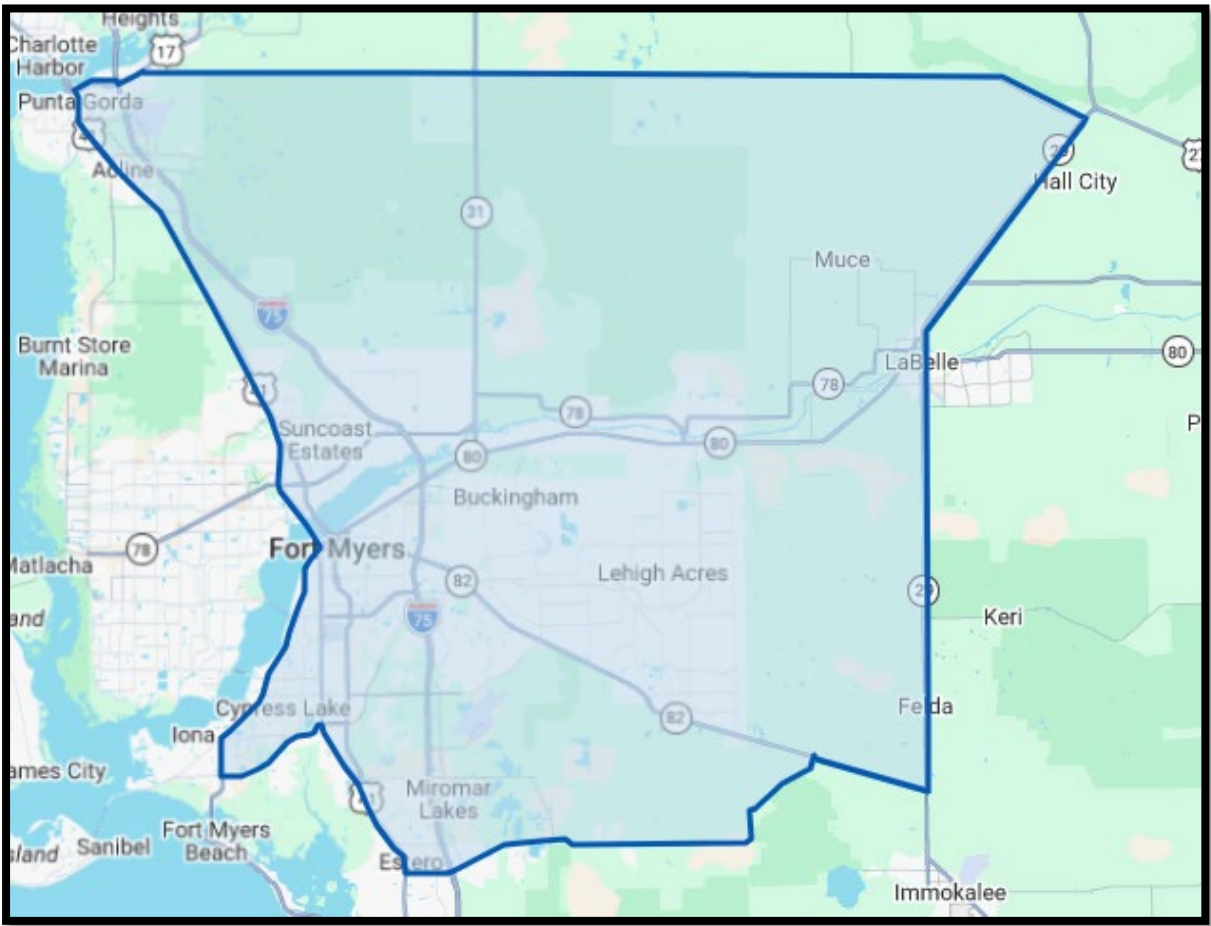
Proposed Boundaries: On or abutting the boundary

North Boundary: E Marion Avenue/ Riverside Drive/ Duncan Road/ Bermont Road

East Boundary: State Road 29

South Boundary: State Road 82/ Corkscrew Road/ Summerlin Road

West Boundary: U.S. Highway 41/ Gladiolus Drive/ San Carlos Boulevard/ McGregor Blvd.



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

Michael Messina and Chris Brown – TENANT BROKER

Inquiries and comments about this ITN should be directed to:

Name: Michael Messina or Chris Brown

Company: Savills, Inc.

Address: 1150 Assembly Drive, Suite 310

City/State/Zip: Tampa, FL 33607

E-mail: mmessina@savills.us or cdbrown@savills.us

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

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

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

A. REPLIES – SUBMISSION REQUIREMENTS

Complete written Replies are **due on the date specified in Article II, Subsection C, Key ITN Dates**. Submissions must include one original Reply and one electronic copy (on single USB storage device in PDF format and viewable in Adobe Acrobat Reader), in a sealed envelope or box with “**ITN Lease Number 430:0233**” clearly marked on outside sealed envelope or box. The written Replies are acceptable via US Mail, private courier service, or hand-delivery to:

**Florida Department of Financial Services
Office of Purchasing and Contractual Services
Larson Building
200 East Gaines Street
Suite #101
Tallahassee, FL 32399**

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

B. QUESTIONS REGARDING THE ITN

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

Material clarifications, changes in specifications, amendments, or any other information related to this ITN (as solely determined by the Agency) will be posted on the Vender Information Portal (VIP) website:
<https://vendor.myfloridamarketplace.com/>.

Each Offeror is responsible for monitoring the VIP website for new or changing information.

C. KEY ITN DATES

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

Date **	Time	Schedule of Events**
06/15/2026	10:00 AM	Date on which the ITN is advertised on the Vendor Information Portal
07/13/2026	5:00 PM	Deadline for submitting questions, in writing, relating to this ITN No further questions accepted after this date and time
07/30/2026	10:00 AM	Anticipated date responses to written questions received relating to this ITN will be posted on the Vendor Information Portal
08/20/2026	1:00 PM	Deadline for Receipt of Replies <i>LATE REPLIES WILL NOT BE CONSIDERED</i>
08/20/2026	1:15 PM	*Public Opening of Replies Department of Financial Services, Office of Purchasing and Contractual Services Larson Building, 200 East Gaines Street, Tallahassee, FL 32399 NOTE: The public opening of Replies will also be conducted via conference call. To attend, please call 888-585-9008 and when prompted use Conference No.: 819-252-704.
08/20/2026-09/3/2026		Anticipated time period for evaluation of Replies / Site Evaluations
09/3/2026-09/30/2026		Anticipated time period for negotiations
10/6/2026		Anticipated Notice of Intent to Award posted on Vendor Information Portal
04/01/2028		Anticipated Lease Start Date
All Offerors are hereby notified that the meetings noted with an asterisk () above are open to the public and may be electronically recorded by any member of the audience. Although the public is invited <u>no comments and/or questions will be taken from Offerors or other members of the public.</u>		

****NOTE:** All dates, times and locations are subject to change at the sole discretion of the Agency. Such changes will be posted on the VIP website- <https://vendor.myfloridamarketplace.com/>. All times for this solicitation are Eastern Time.

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

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

A. REQUIREMENTS AND ORGANIZATION OF THE REPLY

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

The Offeror should include the following items in its ITN Reply:

1. **Control of Property** – The Reply must be submitted by one of the entities listed below, and the Reply must include supporting documentation proving such status. This requirement applies to the building and structure, the proposed parking areas and areas of ingress and egress.

Please select method to which Offeror is proposing and attach applicable documentation as <u>Exhibit A</u> to the Reply.	
The owner of record of the facility and parking area – submit a copy of the deed(s) and title insurance or opinion evidencing clear title to the property proposed.	☐
The Lessee of space being proposed – submit a copy of the underlying lease agreement with supporting documentation and authorization to sublease the facility and parking areas through the term of the base lease and all renewal option periods.	☐
The authorized agent, broker, or legal representative of the owner(s) – submit a copy of the Special Power of Attorney authorizing submission of the proposal or corporate documents establishing the authority of the agent, broker, or legal representative to act on behalf of the property owner(s).	☐
The holder of an option to purchase – submit documentation of a valid option to purchase the facility and/or parking areas from the owner of record which, if exercised, will result in the Offeror's control of the facility prior to the intended date of occupancy.	☐
The holder of an option to lease the property offered – submit documentation of a valid option to lease the facility with authorization to, in turn, sublease. Any lease must encompass the entire time period of the basic lease and any renewal option periods resulting from the ITN, as required by the state.	☐

2. **Interior/Space Planning** – Please include a floor plan to scale (example: 1/16" or 1/8" or 1/4" = 1'0") showing the present configurations with measurements. **Please attach the existing floor plan as Exhibit B to the ITN Reply.**

Test Fit – prior to final negotiation and selection of a Reply or Replies, a "test fit" of the Proposed Space relative to the need may be required, the expense of which will be borne by the Offeror. This is not a requirement to be provided with the initial ITN Reply.

The final floor plan (if Offeror is selected for award) will be as described in the specifications included herein or as otherwise negotiated with the Agency.

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

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

IV. LEASE TERMS AND CONDITIONS

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

Certification Regarding Article IV, Lease Terms and Conditions to this ITN. I hereby certify that if the Proposed Space is selected by the Agency, I acknowledge and agree to abide to all requirements and conditions contained therein.			
1.	<u>Description and Measurement of Proposed Space</u> The Agency is seeking between 14,188 and 15,682 usable square feet of contiguous space. Type of space required is Office and Warehouse. Space use is for Department of Financial Services' Division of Criminal Investigations and State Fire Marshal All references to square feet of the Proposed Space contained in the Reply must be "usable square feet" in accordance with the Department of Management Services Standard Method for Measuring Floor Area in Office Buildings (Florida Administrative Code 60H-2.003). The Agency and DMS reserve the right to independently verify the space measurement. ADA Requirements - Space must be renovated prior to Lessee's occupancy, to conform with the requirements of the Americans with Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Offeror/Lessor shall be responsible for build-out and clean up and shall provide the Agency with a clean and ready to operate space. Offeror agrees to deliver an ADA compliant space and has listed the complete address and the proposed usable square feet (as defined in above) on the Submittal Cover Page:	☐ Yes	☐ No
2.	<u>Lease Commencement Date / Liquidated Damages</u> The Proposed Space is to be made available on April 1st, 2028 ("Commencement Date"), with access to the space thirty (30) business days prior to occupancy date for set-up. Should the successful Offeror fail to make the space available by the date specified in the Reply; the Offeror shall be liable, at the Agency's discretion for liquidated damages in the amount of \$492.39 for each additional day until the Proposed Space is made available, in accordance with the Liquidated Damages Addendum to the Lease. Space is considered available for occupancy when the Department of Management Services and the Agency are provided with an official and permanent Certificate of Occupancy, an approved State Fire Marshal Final Inspection and the Agency has provided written approval of acceptance to the Lessor. Written approval of acceptance will occur as a result of a walk-through inspection with the Agency and Offeror/Lessor's designated representatives. Offeror acknowledges and agrees that the Proposed Space will be available in accordance with the Commencement Date and agrees to the liquidated damages until space is made available.	☐ Yes	☐ No
3.	<u>Term and Renewal Options</u> Replies must offer a seven (7) year and ten (10) year initial term. The initial term of the lease for this Proposed Space will be the Reply that provides the best value for the state. The State requires a minimum of two (2), seven (7) year renewal options. Offeror acknowledges and agrees that the Proposed Space will be available to the Agency throughout the initial term and the renewal option periods as specified.	☐ Yes	☐ No
4.	<u>Full Service (Gross) Rental Rate</u> The Offeror 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, water, insurance, interior and exterior maintenance, pest control, recycling services, garbage disposal, security system installation and maintenance, and any amortization of required tenant improvements/ turn-key build out to the Proposed Space).	☐ Yes	☐ No

	There shall be no pass through of additional expenses. The proposed full-service lease rental rate for each year of the initial term must be provided. The State is exempt from sales tax on all rent payments. Submitted lease rates are negotiable. Offeror acknowledges and agrees that the Proposed Space will be a full service (gross) lease.		
5.	<u>Parking</u> Adequate parking for State employees and visitors is mandatory. The Agency is requesting fifty-five (55) parking spaces, and the Lessor shall also provide the number of ADA parking spaces required by code. In addition, the Agency is requesting 10-15 parking spaces be within a secure area for the safety and protection of State-owned vehicles, equipment, and employees. Further details on secure parking provided in Attachment A. Offeror shall notate on the Submittal Cover Page (page 2) how many exclusive and non-exclusive parking spaces are being offered to the Agency.	☐ Yes	☐ No
6.	<u>Turn-key Build Out</u> The Agency requires a “turn-key” build-out by the Offeror. Offeror will assume all cost risks associated with delivery in accordance with the required space program specifications detailed in Attachment A. Offeror acknowledges and agrees that the Proposed Space will be “turn-key” build-out in accordance with the specifications detailed in Attachment “A” following the Agency’s approval of an architectural layout provided by the Offeror/Lessor.	☐ Yes	☐ No
7.	<u>State Standard Lease and Addenda</u> Attachment “C” to this ITN is the State’s required lease agreement form (and related addenda) which contains the general terms and conditions required by the State of Florida. The use of this form is required; no other form will be accepted. Other terms and conditions may be required by the State of Florida to consummate a transaction. Each Offeror should review this form in its entirety. Offeror acknowledges review of the lease agreement form contained in Attachment “C” and that the form (including all terms, conditions, and addenda) is acceptable should the Proposed Space be selected by the Agency.	☐ Yes	☐ No
8.	<u>Commission Agreement</u> Attachment “G” contains the Commission Agreement form. The Offeror should review the Commission Agreement. Offeror acknowledges and agrees to execute and be bound by Attachment G, Commission Agreement.	☐ Yes	☐ No
9.	<u>Attachments</u> This ITN contains numerous Attachments and Addenda, each of which is an integral part of this ITN. The forms are required, as applicable. A sample of each Attachment and Addenda is included in this ITN. The Attachments include the following: Attachment A: <u>Agency Specifications</u> – provides specific detail as to the Agency space requirements. Attachment B: <u>Sample Construction Project Schedule</u> – details the various stages of construction and projected completion dates. Attachment C: <u>Lease Agreement</u> – the State lease form 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. No changes to the form or language are permitted. The following Addenda are included in the original lease agreement upon execution: - C-1 Air Quality - C-2 Janitorial Services	☐ Yes	☐ No

	- C-3 Liquidated Damages - C-4 Proposal Submitted by Lessor - C-5 Miscellaneous Provisions - C-6 Disclosure Statement of Ownership Attachment D: State Fire Marshal Plans Review & Procedure – this Attachment provides general directives with regards to the Offeror’s compliance with the requirements of the State Fire Marshal. Attachment E: Energy Performance Analysis (EPA) – this Attachment provides a description of the State’s energy requirements for the Proposed Space and the energy performance calculation method. The EPA is only to be completed by the awarded Lessor, at its sole cost. This is not required to be completed as a part of the Reply. Attachment F: Special Power of Attorney – this attachment is required, if submitting on behalf of the owners. Attachment G: Commission Agreement – this attachment provides for Offeror’s agreement of the Tenant Broker as agent for the State. Should an Offeror’s space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Addenda and Attachments and/or shall be required to complete/provide the information required in any such Attachment. Offeror acknowledges that he/she has reviewed and understands each of the Attachments and Addenda to this ITN and the directives contained in this section.		
10.	<u>Permitted Use by the State</u> The State’s permitted use for the location will be for office and warehouse space for use by the Department of Financial Services’ Division of Criminal Investigations and State Fire Marshal. Offeror agrees and acknowledges that the use of the Proposed Space as described above is acceptable and that is in full compliance with all current zoning requirements, regulations, laws, and ordinances, etc.	☐ Yes	☐ No
11.	<u>Energy Star Rating</u> The State requires, wherever possible, that leased space be in an Energy Star rated facility. The proposed facility does not have to be Energy Star rated to be considered. Does this facility meet standards of an Energy Star building as determined on the following website: http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfolio manager? If so, provide the Energy Star rating for this building: _____	☐ Yes	☐ No
12.	<u>Disclaimer</u> This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and the Agency reserves the right to negotiate with all or none of the Offerors in its sole discretion. Please note that the Agency has the right, at any time during the process, to reject any and all Replies that are not, in the Agency’s sole discretion, in the best interests of the State. The Agency reserves the exclusive right to make determinations of what constitutes an irregularity in a Reply and whether to waive and/or cure an irregularity. This ITN is neither an offer, contract, nor agreement of any kind. Neither the Agency nor the Lessor shall have any legal rights or obligations whatsoever between them and neither shall take any action or fail to take any action in reliance upon any part of these discussions until the proposed transaction and a definitive written lease agreement is approved in writing by the Agency. 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.	☐ Yes	☐ No

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

	Offeror understands and agrees with the Disclaimer set forth in this Section.		
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V. REPLY EVALUATION & NEGOTIATION PROCESS AND PROPOSAL EVALUATION CRITERIA

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

- The highest ranked Offeror(s) will be invited to negotiate a lease. If necessary, the Agency/Tenant Broker shall request revisions to the Reply submitted by the top-rated Offeror(s) until it is satisfied that the Reply will serve the State's needs. The process will continue until a lease is negotiated and executed.
- The Agency/Tenant Broker 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 sixty (60) days. Offered prices/rates should assume those terms apply, but the Agency/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Agency determines that it is in the State's best interest to do so.
- The Agency reserves the right to reject any and all Replies, if the Agency determines such action is in the best interest of the State or Agency. The Agency/Tenant Broker reserves the right to negotiate concurrently or separately with competing Offerors. The Agency reserves the right to waive minor irregularities in Replies.

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

A. Associated Fiscal Costs:

Rental:

Rental rates for basic term of lease. Rates are evaluated using total present value methodology for basic term of lease, by application of the present value discount rate of 4.00% **Maximum points: 20**

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

B. Location:

Facility location, including the area surrounding it, is best suited and conducive to conducting business with the Agency's clients and for its operations as well as consideration for the property's flood zone designation. **Maximum points: 13**

Present condition of the physical property the building sits on, adjacent structures and surrounding neighborhood. The building appears to be well-maintained by the Landlord or the Landlord has proposed interior and exterior maintenance that will ensure the building is well-maintained. **Maximum points: 15**

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

C. Property:

The extent to which the offered space is designed or will be designed to an efficient layout and good utilization of space. **Maximum points: 10**

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

The proposed parking is sufficient and appropriately accessible to meet the Agency's needs. **Maximum points: 12**

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

- Presence of security features that provide additional benefit to Agency
- Amenities: Restaurants in area, on-site food options, on-site fitness center, etc.

Maximum points: 5

VI. 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 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

FEID or SSN of Prospective Officer

(Authorized Signature)

Relationship to Owner

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ATTACHMENT A AGENCY SPECIFICATIONS

Please see below for the Agency's general specifications. During the evaluation and test fit period, the Agency will evaluate on a case-by-case basis whether any of these space requirements will be adjusted based on reviewing the conditions of the Proposed Space. Space typically must be designed to accommodate the approximate number and proposed sizes of workspaces listed below:

Quantity		Type of space & size needed	Standard SF	SF	Voice	Data	Total Voice	Total Data
		<i>Personnel and Standard Support Areas</i>						
A.	3	Enclosed Office(s) @ <u>225</u> SF each	225	675	1	1	6	6
B.	20	Enclosed Office(s) @ <u>150</u> SF each	150	3,000	1	1	4	4
C.	7	Enclosed Office(s) @ <u>100</u> SF each	100	700	1	1	22	22
D.	1	LAN Room @ <u>75</u> SF	75	75	2	2	2	2
E.	2	Storage/File Room @ <u>100</u> SF each	100	200	1	1	3	3
F.	1	Pantry/Breakroom @ <u>200</u> SF	200	200	1	1	1	1
G.	1	Copy Room @ <u>150</u> SF	150	150	1	1	1	1
H.	1	Conference Room for 10-12 people @ <u>350</u> SF	350	350	2	2	2	2
I.	1	Open Team Work Area	500	500	1	1	1	1
K.	2	Workstation (s) @ <u>80</u> SF each	80	160				
Sub Total – Personnel & Standard Support Areas								
Circulation space (35%) for items A through J								
Total Usable Personnel & Standard Support Area Required:								
		<i>Public Space Use</i>						
L.	1	Main Reception Area	200	200	1	1	1	1
M.	1	Service Counter/Waiting Area	150	150	1	1	1	1
N.	2	Interview Rooms @ <u>150</u> SF each	150	300	1	1	2	2
	1	Waiting Room	200	200				
		<i>Special Use Areas</i>						
O.	2	Evidence Room (Secured) @ <u>400</u> SF	400	800	1	1	2	2
P.	2	Equipment Room (Secured) @ <u>400</u> SF	400	800	1	1	2	2
Q.	1	Records Storage (Secured) @ <u>225</u> SF	225	225	1	1	2	2
R.	1	Supply Room (Secured) @ <u>100</u> SF	100	100	1	1	1	1
S.	1	Training Center @ <u>750</u> SF	750	750	2	2	2	2
T.	1	Locker Room / Shower for Decontamination	100	100				
U.	1	Laundry Facility w/ Washer and Dryer Hookups	100	100				
V.	1	IT Storage/Receiving/Workroom @ <u>200</u> SF	200	200				
W.	1	Open Bay Warehouse @ <u>5,000</u> SF	5,000	5,000	1	1	2	2
X.		Secured Parking (10-15 secured parking spaces) *Voice and data needed for installation of cameras/ emergency phone line	-	-				
Y.		WIFI – Wireless Access Points (6) / IP Cameras (4)						
Sub Total – Special Support Areas								
Circulation space (30%) for items K through WW								

Total Usable Special Support Area Required:					
Grand Total – Usable Area Required:					

AGENCY SPECIFICATIONS

- Hours of Operation: 7:30 AM – 5:30 PM (Monday- Friday)
- Space to be available: 24/7

SPACE SPECIFICATIONS

1. RESTROOMS

Each is to be equipped as follows:

- A. Shall meet requirements of ADA Accessibility Requirements Manual.
- B. All lavatories supplied with cold water. At least one (1) antibacterial soap dispenser per lavatory, air deodorizers, trashcans, exhaust fans and two (2) paper towel dispensers shall be provided in each restroom. Sanitary napkin receptacles accessible to each restroom stall provided in women’s restrooms. Disposable sanitary seat covers provided in each restroom stall. One (1) full size mirror in lavatories shall be provided.

2. FLOOR PLANS

Final floor plans shall be a joint effort of Agency staff and the successful Offeror. The successful Offeror is to provide architectural services by a licensed architect to prepare renovation plans. The final floor plan is subject to the Agency’s approval and State Fire Marshal review and approval.

- A. INTERIOR WALLS shall be extended from floor to ceiling and designed or insulated sufficiently to prevent noise transmission. All walls shall contain a minimum of 3 ½ inches of fiberglass insulation. Conference room, restroom, mechanical room, and equipment room walls shall contain soundproofing material equivalent to 6 inches of fiberglass insulation. Perimeter wall defining the Agency’s space interior walls of the Telecommunications Equipment Room, and interior wall of the designated central file room(s) shall extend beyond the ceilings to prohibit access through the ceiling crawl space.
- B. CEILING HEIGHT is to be eight (8) feet minimum. Ceilings may exceed that height if energy efficiency is not adversely affected. Deviation subject to the Agency’s approval.
- C. INTERIOR HALL width is to be a minimum of four (4) feet for main hallways.
- D. DESIGN shall maximize the number of exterior window offices and provide natural lighting where possible.

3. OCCUPANCY

The date of lease payment commencement shall be determined by the date a Certificate of Occupancy is issued and upon final acceptance by the State Fire Marshal. In addition, the following criteria must have been met:

- A. Certification of Occupancy submitted to the Agency facility office in Tallahassee thirty (30) days prior to the lease start date.
- B. All installations are operational and complete.
- C. The Agency has signed a letter of acceptance. The Agency shall be allowed to move all office equipment and furniture into the premises five (5) days prior to actual occupancy, at no charge to the Agency.

4. FIRE PREVENTION

Lessor shall conform to all requirements of the State Fire Marshal and shall obtain 50% completion inspection and final inspections by the State Fire Marshal as required by section 633.218, Florida Statutes. Fire and Life Safety equipment maintained by the Lessor and shall meet the state and local requirements for life safety.

Note: It shall be the Lessor’s responsibility to contact the Local Fire Protection Agency who shall perform subsequent inspections either annually or every two years thereafter as per Florida Statutes.

5. HEATING, VENTILATION AND AIR CONDITIONING

Lessor shall provide sufficient climate control units with adequate ductwork, registers, and grills sufficient to uniformly cool and heat the entire leased area. Unit(s) shall be equipped with automatic thermostat(s) fitted with tamper proof covers. Temperatures shall be maintained at 75 degrees Fahrenheit during the heating and cooling season. Temperatures may be adjusted periodically to achieve employee comfort. Control thermostats shall be located in areas to achieve proper zone temperature. System shall be tested and balanced prior to occupancy and adjusted after occupancy until desired temperatures are achieved. VAV zone boxes shall maintain a minimum air flow (circulation) of a least 25% after the zone temperature reaches its set point (if applicable). Outside fresh air intake vents, dampers, automatic controls, and power-driven systems for fresh air (if applicable) shall be fully operational according to design specifications and shall be located at least fourteen feet above the ground. Carbon dioxide monitors (if applicable) shall be calibrated every five (5) years at a minimum.

Buildings or spaces, older than ten (10) years, where ductwork has not been retrofitted, with ridged air conveyance ductwork (lined or non-lined on the air side), turning vanes, operational control systems on the air side, air handlers that are to remain in place, shall be thoroughly inspected for excessive buildup of dust and contaminants (i.e., mildew, mold fungi, etc.) by the firm performing the test and balance of the space or building. If excessive buildup of dust, dirt, or contaminants is present, the Lessor shall contract at its expense with a licensed mechanical firm to have the ductwork, all interior control surfaces, turning vanes, registers, grills, and the interior of the air handlers cleaned properly.

The entire air conveyance system shall be inspected, calibrated, tested, and balanced by a firm professionally engaged in this type of work, just prior to occupancy, every five (5) years thereafter, and/or after any renovations which effect the systems operation. The scope of work shall include all the items listed above, and include operating controls, sensors and controls that shall be calibrated, inspection of air handlers, pumps, valves, condensation drain lines, condensation pans, coils, ductwork, dampers, VAV boxes, cooling towers, or anything that has a relationship to the air conveyance or operating control system. The test and balance firm shall provide a report in writing to the Lessor that the above-listed items and specifics have been inspected and are in proper operating order. A copy of this report shall be provided to the Lessee prior to occupancy and after each five (5)-year re-inspection.

The Lessor shall inspect all air handler coils (all layers), condensation drain pans, condensation drainpipes, cooling towers (if applicable), gaskets, or couplings for microbial growth and buildup, due to normal operating conditions, standing water caused by clogs, leaks, etc., on a monthly basis and document any discrepancies. The Lessor shall immediately correct any and all problems to current standards or care with due diligence to prevent possible health problems related to the HVAC system and its operation. Fresh air intake vents inspected for any microbial buildup and thoroughly cleaned, if necessary. Filters (if applicable) on fresh air intake vents shall be cleaned or replaced bi-monthly. The Lessor shall maintain a monthly service record, showing the dates the maintenance cleaning and inspection were completed and filters were replaced.

6. MECHANICAL DRAWINGS

Lessor shall make available, upon request, mechanical drawings of the HVAC system.

7. MISCELLANEOUS HEALTH AND SAFETY TESTING

Lessee reserves the right to have any additional health and safety test performed at its own expense. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action, as approved by Lessee, to remedy the situation and reimburse Lessee for the costs of conducting such test(s).

8. SECURITY REQUIREMENTS: SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING

- A. The Lessor is to provide the electrical outlets/ capabilities at Lessor's cost for the Agency's security requirements. The Agency is to provide its own cabling/wiring at its own cost.
- B. All outside doors, with the exception of the main entrance(s), shall be equipped with interior push bar release locks. All exterior doors shall include a singular cylinder deadbolt lock. Doors shall automatically lock upon closure. The Agency shall be permitted to install an electronic key card or proximity card reader, to gain entry. This system is required to prevent unauthorized entry into the leased space yet provide employees with convenient entry and exit of the building. Main client entrances shall be programmed to lock at the end of the scheduled workday at 5:00 p.m. and unlock at the beginning of each workday at 8:00 a.m. as stated by Agency's management and to include a dead bolt. The Agency will contract a vendor to provide the security controls and monitoring needed for the leased space, including a security system that includes IP cameras.
- C. The Agency shall be permitted to install locks and alarm contacts and motion and/or glass break detectors on all exterior windows and doors.

- D. Lessor to provide interior security lights which shall be located throughout the leased area for security when main lights are off. Night-lights shall be on all outside doors.
- E. Lessor to provide night lights with timers set to come on at dusk and off at dawn which shall be installed in the entire parking area and over all outside doors. A Minimum of 3 ft/candles of light throughout all areas provided for parking, sidewalks, and outside patio area.
- F. Lessee shall have the right to install locks on designated interior offices, evidence rooms, conference/training rooms and storage rooms.
- G. Security: The Lessee shall have the right to install and maintain an electronic security system to detect unauthorized after-hours entry and provide for access control during business hours.
- H. The Lessor shall provide fire and smoke detectors that activate an audible and visual alarm to be heard and seen throughout facility.
- I. The Lessor shall maintain trees and shrubs in and around the parking lot and the building using the two-foot-six-foot rule (shrubs no taller than two feet above the ground and trees trimmed so lowest limbs are no less than six feet above the ground), allowing for good natural surveillance and visibility.

9. SIGNS

A. Interior Identification:

- 1. Lessor shall provide an interior main directory showing the location of all programs, conference rooms, etc. Lessor shall provide directory signs on each floor and in entrance suites showing programs and/or room use. Samples and designs shall be reviewed and approved by the Agency. Interior signs consisting of the Agency's logo shall be placed near or on the entrance doors in conformance with other building interior signage locations. The Agency shall provide logos and program signs for the Lessor's use.
- 2. Lessor shall provide other ADA compliance raised letter signs with Braille provided to identify all restrooms (handicap symbol on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms. All rooms and cubicles or offices are to be numbered consecutively.

B. Exterior Identification:

- 1. Lessor shall purchase, install, and maintain an exterior sign, clearly visibly from the road, of a style and material comparable to surrounding facility signs of sufficient size to identify the State of Florida, Department of Financial Services, with the Agency's logo. In addition, in buildings where Agency occupies 50% or more of the gross lease space, the Agency shall have the option to require Agency signage on the building exterior to be provided by the Lessor either at the top of the building or at the entrance. Sign lighting encouraged.
- 2. The Lessor is to use logo and program signs, which shall be provided by the Agency, on all entrance doors to designate program(s).
- 3. All signs shall meet requirements of the ADA Accessibility Requirements Manual and are to be installed and maintained by Lessor.

10. REFRIGERATED DRINKING FOUNTAINS

Lessor shall provide a minimum of two (2) refrigerated drinking fountains, one each immediately adjacent to restrooms. In facilities where the space is on multiple floors, Lessor shall provide additional fountains.

Note: Must meet the requirement of ADA/ANSI Standard A117.11980, Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People. (Your local building official should have a copy.)

11. FLOOR COVERINGS

Lessor shall install new carpeting prior to acceptance of the building. All individual office spaces and conference rooms shall have at least 68.8 oz. per square yard total weight; 26 oz. face weight per square yard, loop commercial grade, anti-soil carpeting to benefit acoustics, comfort, and minimum maintenance in cleaning. Break rooms, restrooms and telephone/computer rooms shall require non-

slip, Vinyl Composition Tile (VCT). Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. All VCT and carpeting shall be of a color and by a manufacturer acceptable to the Agency, which shall choose from an assortment of at least three samples provided by the Lessor. Carpeting shall be treated to reduce staining. Carpet specified has a normal life expectancy of five (5) years and therefore shall require replacement at the Lessor's sole expense every five (5) years, including the relocation of furniture during such work. Tears or loose seams, which become safety hazards, shall be repaired or replaced at the Lessor's expense upon request from the Agency. Any VCT that has been broken shall be replaced at the Lessor's expense when damage occurs. Any alteration to this schedule shall be made and agreed to by both parties in writing.

12. WINDOWS

As applicable, rooms having exterior walls shall have windows with a minimum of 24-sq. ft. of light space per 120 square feet of floor space. If an open configuration on the exterior walls, then at a minimum, there shall be one window per every 12 linear feet. Placement may be determined by structural requirements.

13. WINDOW & DOOR COVERING

At Lessor's expense, all exterior windows and public access interior/exterior glass panels and/or glass doors shall have vertical blinds to permit privacy and allow sunlight and energy control. Additionally, all windows receiving direct sunlight shall, at the Lessor's, be tinted or covered with energy saving film, with darker tinting applied to windows facing the west.

14. LIGHTING

The Lessor shall provide:

- A. All leased space with LED lights to provide a minimum lighting level of: (Measured with a General Electric type 214 Light Meter)
 - 1. 10 foot-candles - halls and corridors, etc.
 - 2. 30 foot-candles - other public areas
 - 3. 50 foot-candles - offices, classrooms, conference rooms, computer rooms, etc. (measured with a General Electric type 214 light meter)
- B. Interior lighting shall include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly.

15. ELECTRICAL REQUIREMENTS

The Lessor shall provide:

- A. At least two (2) duplex receptacles per office, modular partition, and common area for connection of computer equipment, and as required for printers, copiers, etc.;
- B. Class "B" surge protection on all 120/208 circuit break panels;
- C. Ground resistance test to assure less than 5 ohm or better;
- D. Building shall comply with National Electrical Code latest edition at the time of occupancy.

16. SERVICE ENTRANCE

The Agency requires the ability to access the State MyFloridaNetwork (MFN) through optical fiber. The Lessor shall be responsible for any service entrance, conduit and premise wiring modification required to enable the Agency to connect Customer Premise Equipment (CPE) to MFN.

17. FREIGHT ELEVATOR

In the event of a multi-story facility, the Lessor must provide the Agency access to a freight elevator.

18. INSIDE WIRING SPECIFICATIONS - COMMERCIAL OFFICE SPACE FOR VOICE AND DATA APPLICATIONS

The Lessor shall provide the electrical outlets/ capabilities at Lessor's cost for the Agency's telecommunication requirements. The Agency shall provide its own data cabling/wiring at its own cost.

A. Station Wiring

The Agency's Office of Information Technology, Bureau of Distributed Infrastructure, Network Services requests a copy of the electrical plan for review and approval during the design phase for any power and station wire location considerations before the approved plan is released.

Station wire shall consist of 4 pair UTP, 24 AWG, air plenum level 5 Enhanced CMP for voice and data. The station wiring will be installed in accordance with the following specifications:

The installation shall include one station wire run to each location designated. The station wire runs will be terminated in each location on a single category V Enhanced RJ45 modular wall jack assembly. IP phones and computers will be used on the single data jack so a separate phone line at each user location will not be necessary. All fax lines will be terminated into an RJ11 modular wall jack assembly.

All four (4) pairs of the wire will be terminated on the RJ45. These cables shall be terminated in the jack assembly wired straight, 1 through 8 (white/blue through brown/white).

Station wire shall be homerun from the wall jack location to the nearest designated telecommunications room / closet location (see description below). There shall be two (2) feet of slack in the cable at the office end. Slack cable may be pulled into the ceiling when installing the wall jack assembly.

In the designated telecommunications room / closet the cable shall be terminated on a patch panel on a 19" floor mounted rack or a wall mounted 19" rack attached to backboard. Cables for fax lines will be terminated on a 110 block mounted on the backboard. All terminations for the wall jack assemblies and the station connecting blocks and cables will be in a manner that reflects good workmanship and practices.

Station jacks should be labeled in sequence through the suite, and in sequence on the patch panel in telecommunication room / closet.

Cable installed without conduit in ceiling spaces serving as a return air plenum shall be UL listed as to Type CMP or UL classified as to having adequate fire-resistance and low smoke producing characteristics per NEC Article 800-3 (B) (2).

B. Telecommunications Room / Closet

If no dedicated telephone apparatus room is available within 100 meters of the office suite, then a room within the office suite shall be designated as the main telecommunications room. If a room within the office suite is designated as the main telecommunications room, then a 25 pair TIE cable shall be run to the main telephone entrance in an approved conduit meeting local telephone company specifications which includes grounding. This conduit will suit the purpose for any DEMARC extensions of phone and network services provided by the local telephone company to DFS. If auxiliary network rooms exist throughout the building or on different floors, these shall be connected back to the main telecommunications room by optical fiber, compatible with DFS network equipment (multi-mode fiber optic + (62.5/125) cable from the main room to each auxiliary room, or better). Power in the auxiliary rooms should be 20A circuits on building UPS / generator system if available. Temperature within the designated telecommunications room shall be consistent in a range of sixty (60) to seventy-eight (78) degrees Fahrenheit.

C. Backboards

The Lessor's contractor shall provide (1) 4' x 8' mounted plywood backboard in the designated telecommunications room(s) / closet(s) for the installation of such devices as key service units, line and station connecting blocks, surge protector assemblies, demarcation points, main distribution wire cable, and any other equipment necessary for the operation of a telecommunication system. A #6 ground wire with a grounding block shall also be installed on the backboard. A duplex dedicated outlet, 110 vac, 20A circuit shall be installed with the backboard at a location two feet from the base of the backboard and centered. This

electrical circuit should be installed on building UPS / generator system if available.

D. General Specifications

General requirements for telecommunication backboards, equipment rooms, apparatus rooms, closet sizes, electrical, lighting, and ground wire requirements, are contained in General Facility requirements for Telecommunications System. This document is available from the Florida Department of Management Services.

The standardized descriptions of the Agency's network requirements are the latest available. If Offeror is given Award, the Agency shall provide its specific needs to the Lessor's IT vendor based on the floor plan and a site survey.

19. JANITORIAL SERVICES

The janitorial staff must pass a CJIS Fingerprinting background check and complete the CJIS training to have unescorted access to the common areas. The successful Offeror agrees to furnish janitorial and cleaning services after office hours as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required. All supplies are to be of good quality suitable for the Lessee's needs.

20. MAINTENANCE AND REPAIR

On or about every annual anniversary of the date of occupancy, a maintenance inspection shall be conducted by the Services Center Manager and the Lessor or representative to review the condition of the building interior, exterior, and site. The maintenance staff must pass a CJIS Fingerprinting background check and complete the CJIS training to have unescorted access to the common areas. Any discrepancies shall be noted, and a date of correction completion established. During the term of the lease, if maintenance and repair items appear that are emergencies that have not received attention within three (3) working days, the Lessee shall have the right to complete the work, by a contractor of the Lessee's choice, and send the invoice to the Lessor for payment. Non-responsiveness shall be deemed a breach of this lease. Failure by the Lessor to correct or repair reported recurring problems within sixty (60) days after written notification by the Lessee shall result in further legal action to obtain compliance. If the Lessee is successful in court, the Lessor agrees to pay any and all attorney's fees of the Lessee, as well as impact costs due to decreased productivity. **Lessee reserves the right to correct or repair reported recurring problems and deduct the cost of the repairs from the monthly rent.**

21. EMERGENCY REPAIRS

Upon occupancy, the Lessor shall furnish the names and phone numbers of the maintenance contact or contractors who shall be available 24 hours daily to service or repair glass, plumbing, HVAC, roofing, hardware (locks), electric, etc.

22. INTERIOR PAINTING

All painted surfaces shall be freshly painted before occupancy at the commencement of this lease, and at least once every five years thereafter during the lease term and any renewals thereof at the Lessor's sole expense. Touch-up painting to be completed by Lessor as requested by the Agency. The Lessor shall provide the Agency samples from which to choose colors and finishes (flat or semi-gloss).

23. PARKING

Offeror shall submit with its Reply a letter certifying the number of parking spaces per net rentable square feet to space as well as the number of parking spaces assigned to specific other tenants. The purpose of this submittal is to assure that parking spaces conform to local jurisdiction requirements of number of sizes, and that the number of parking spaces requested can be achieved without infringing on or combining with parking requirements of other tenants. The Agency is requesting fifty five (55) parking spaces for State employees and visitors.

In addition, the Agency is requesting 10-15 parking spaces be within a secure area for the safety and protection of State-owned vehicles, equipment, and employees. The Agency is requesting a limited access secured parking area with the following: enclosed by at least a six (6) foot fence with a perimeter fortification on the top of the fence to prevent access over the fence, security camera(s) with views of the secured area and area immediately surrounding, a well-lit area, and access by a locking gate. The Agency would prefer an automated mechanical gate for entry/exit.

24. FLORIDA PRODUCTS AND LABOR

Florida products and labor shall be used wherever price and quality are equal.

25. SALES TAXES

The Offeror shall not be exempted from the state sales tax on materials to be used in the construction and/or services.

26. MISCELLANEOUS REQUIREMENTS (UNIQUE AGENCY REQUIREMENTS)

The following requirements are the responsibility of the Lessor.

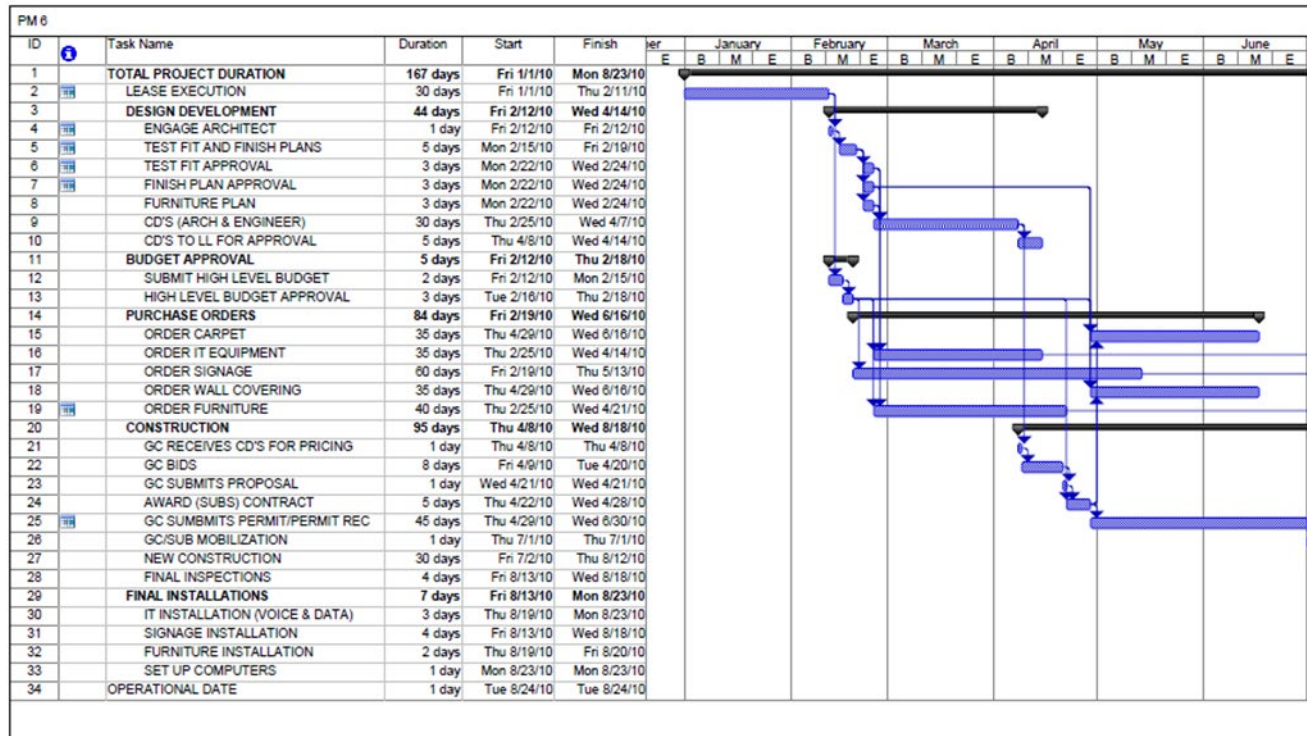
- A. For security purposes, the evidence room shall have a solid ceiling. If there is a drop ceiling, the Lessor shall install a cage above the ceiling tiles.
- B. The conference room(s) and training room(s) shall have air conditioning return exchange units that cannot be obstructed by the closure of doors. Lessor shall provide multiple telephone and multiple computer outlets in conference room(s) as needed. The conference/training room(s) shall be equipped with multiple dimmer switches. A storage area shall be provided in the conference room. The conference room/training room shall be equipped with chair railing. The conference room(s) and training room(s) shall be equipped with electrical, cable and data capability to mount a flat screen monitor/TV on one (1) wall.
- C. Break room(s) shall be built out to include 30" mica countertop and large, double stainless-steel sink with hot/cold water (water heater to be provided by the Lessor). Cabinets shall be provided overhead and below with adjustable shelving and with drawers in bottom cabinets, at least 10 linear feet each. Allow cut out for a refrigerator and allow space to house microwaves on counter tops. Mica back splash for easy maintenance along wall above countertop shall be provided. Lessor shall install water lines for refrigerators. A minimum of four duplex outlets shall be installed over the counter for the installation of microwave ovens and coffee makers. Three additional outlets shall be provided for soda/vending machines. A paper towel and soap dispenser shall be provided. Any appliance purchased by the Lessor must be Energy Star Compliant and maintained by the Lessor.
- D. The warehouse area shall have the following:
 - 1. Grade-level access with at least two (2) drive-in doors that are approximately 12'W x 14'H. Doors shall be powered.
 - 2. Water access outside or immediately inside the warehouse doors for vehicle maintenance.
 - 3. Large ceiling fans or exhaust fans in the warehouse area for circulation.
 - 4. 30-amp electrical outlets and 110-volt retractable electrical drops.
 - 5. Water access for ice machine inside space.
 - 6. Washer and dryer hookups.
 - 7. Access to showers and restroom from the warehouse space.
- E. All hallways to be four (4) feet in width. This is the minimum width for any hall or passageway.
- F. Isolated dedicated ground electrical circuits shall be furnished to all computer terminals and telephone equipment room shall be equipped with at least two duplex 110 volt outlets. All isolated dedicated outlets shall be color coded (Orange) to denote the dedicated ground. Each isolated dedicated ground circuit may have up to the maximum allowable outlets per the local electric code.
- G. The Agency must control or authorize issuance of access cards or fobs to any non-Agency employee. Admittance by non-Agency employees will not be permitted except with proper notification and accompaniment by a designated Agency employee.
- H. HVAC system and ducts to be professionally cleaned and chemically treated, pursuant to Lessee's approval, to kill all bacteria and mold if ducts are over 10 years old or when deemed necessary by Lessee inspection.

- I. Trash receptacles shall be continually stationed outside the building and serviced by the Lessor's janitorial staff.
- J. There shall be a designated smoking area outside of the building with cigarette urns provided for use, the exact location of which shall be determined by the Agency.
- K. ADA automatic door openers may be required at the employees' entrance. The Agency reserves the right to require the awarded Lessor to install and maintain ADA door openers, which will interface with the building's security system.
- L. Install and maintain automatic hand sanitizers at or near elevators or at locations approved by the Agency.
- M. There shall be a backup power supply (generator system) present in case of an emergency.
- N. Installation of a shower in the locker room is required.

ATTACHMENT B

SAMPLE CONSTRUCTION PROJECT SCHEDULE

The Landlord agrees to manage the entire construction project or hire a project manager at Landlord's sole cost and expense. Licensed contractors shall perform all construction. The Proposer/Lessor agrees to provide all builder and subcontractor license information upon request to the Department of Financial Services. The cost of construction, permits, inspections, and all fees associated shall be borne by the Proposer/Lessor. Commencing with the Architectural Engineering plans approval by the Department, the Proposer/Lessor shall provide detailed updated and current biweekly construction schedules to the Department in order to achieve the required occupancy date. A construction schedule will be required by the Department during the construction/renovation project.



ATTACHMENT C



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

Preamble

Lease Number: _____

Lease Commencement: _____

Parties

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

Lessee: Florida Department of Agriculture and Consumer Services
Agency Name

Address: 407 South Calhoun Street Tallahassee FL 32399
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 herein, 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.

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

2. Term & Renewals

A. The Lease shall begin on: _____
Month Day Year

and end at the close of business on _____
Month Day Year

for a term of _____ months.

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

Lessor Initial: _____

Lessee Initial: _____

Lease Number: _____

3. Notices, Rental Invoices & Rental Payments

For a notice under this Lease to be valid, it must be in writing and delivered to the applicable address below with end-to-end tracking and all postage fees prepaid.

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

Lessee:

Agency Name

Address:

Street

State

(Zip Code)

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

Lessor:

Lessor Name:

Address:

Street

CRY

Starten

(Zip Code)

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

Lessee:

Lessee Name

Address:

52

Station

(Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor:

Lessor Name:

Address:

Street



Starten

(Zip Code)

4. Rent

The rent shall be payable monthly in arrears following the month of occupancy. All payments by Lessee will be in accordance with Section 215.422, Florida Statutes, and any references therein to "goods" and/or "services" is hereby deemed to mean "goods, services, and tenancies." The rent for any fractional part of the first or last month shall be prorated.

A. Base Term

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

[illegible]

Lessor Initial: _____

Lessee Initial:

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

Lease Number: _____

B. Option Term

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

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

5. Utilities

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

6. Facility Services

- A. The Lessor ☐ or Lessee ☐ will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the Lessor ☐ or Lessee ☐.
- B. Lessor shall maintain the Premises (including the interior and exterior of all improvements located thereon) in a state of good condition, working order, and repair and in compliance with all building, health, and safety codes, and any other applicable laws in effect during the term of this Lease, at Lessor's sole expense, except that Lessee will be liable to Lessor for any damage it causes to the Premises exclusive of reasonable wear and tear. Lessor's maintenance obligations include repainting, replacement of worn or damaged floor covering, and repairs or replacement of interior equipment as needed due to normal use. Lessee shall use and operate in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and any other utilities on the Premises.
- C. The Lessor ☐ or Lessee ☐ agrees to furnish pest control services for the Premises during the term of this Lease at the expense of the Lessor ☐ or Lessee ☐.
- D. Lessor agrees to install light fixtures for use by Lessee. The Lessor ☐ or Lessee ☐ shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

Lessor Initial: _____

Lessee Initial: _____

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- 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Accessibility and Alterations

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

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

If a claim or action is brought containing one or more allegations that a portion of the Premises fails to comply with the ADA, Lessor agrees to indemnify, defend, and hold Lessee harmless from any cost or expense, including attorney's fees, arising out of or relating to such claim or action.

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

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

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

- C. Lessor agrees that Lessee shall have the right to make 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. Certain 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 in the event this Lease is terminated by Lessee through no fault of Lessor before the expiration of its base term, the Lessor will ☐ or will not ☐ be entitled to 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. The Premises may be required to serve as a public hurricane evacuation shelter at the request of local or state 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 state or local emergency management agency, shall make the Premises 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 this 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. The Lessor ☐ shall not be responsible for heating and cooling designated unconditioned storage space.

Lessor Initial: _____

Lessee Initial: _____

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10. Compliance with Fire Safety Standards; Casualty; Asbestos; Radon Gas

- 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 a written Fire Safety Inspection prior to the Lessee occupying the space. The Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. If the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, then (i) all rental payments will cease from the date of destruction, (ii) Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to such date of destruction, and (iii) either party may terminate this Lease by providing written notice of such termination to the other party within 45 days of the destruction. If neither party terminates this Lease within such 45-day period, then Lessor shall work diligently to repair the damage to the Premises at its own expense and rental payments will resume beginning on the date of completion of the repairs. If Lessor fails to complete the repairs within 180 days of the date of destruction, then Lessee may terminate this Lease by providing written notice of such termination to Lessor at any time prior to Lessor's completion of the repairs. 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 rental payments will commence, and this Lease will then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. See Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

11. Lessee's Property; Surrender of Premises

All fixtures, equipment, leasehold improvements, personalty, and any other property which may be installed or placed in or upon the Premises by Lessee shall remain the property of Lessee. Lessee shall have the right at any time during the term of this Lease to remove such property from the Premises; provided, however, Lessee shall promptly repair any damage caused by such removal. Lessor shall not be liable to Lessee for loss or damage to any property of Lessee located in or upon the Premises, except to the extent such loss or damage is caused by one or more acts or omissions of Lessor or Lessor's employees, agents, or contractors. Lessee will peacefully surrender the Premises to Lessor at the expiration or earlier termination of the term of this Lease.

12. 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.

Notwithstanding the foregoing, Lessor shall not allow any prospective purchaser, tenant, or anyone else having a prospective interest in the Premises to enter into or upon the Premises without Lessor having received Lessee's written consent to such entry at least two business days prior thereto, with such consent not to be unreasonably withheld or delayed.

13. Taxes

Lessor shall pay all real estate taxes, including ad valorem, non-ad valorem, special assessments, and taxing district fees, applicable to the Premises and any sales and use tax levied upon the rent payable by Lessee under this Lease.

14. 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 Lessee's interest herein. Lessor shall not unreasonably withhold such written consent.

15. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, the term of this Lease shall not commence until date of completion of the renovations of the 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.

Lessor Initial: _____

Lessee Initial: _____

16. 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.

17. Defaults and Remedies

A. Lessee Default and Remedies

If Lessee fails to perform any of its obligations under this Lease and such failure continues for a period of 30 days after Lessee's receipt of written notice from Lessor setting forth the nature of such failure and the conduct required of Lessee to cure such failure, then Lessee will be in default hereof and Lessor may exercise any remedies available to it hereunder, at law, or in equity, including the right to terminate this Lease, recover possession of the Premises in accordance with Section 83.05, Florida Statutes, and bring suit for collection of any amounts due and payable by Lessee hereunder for which Lessee may be in default, subject to Lessor's duty to mitigate its damages resulting from the occurrence of such default.

B. Lessor Default and Remedies

If Lessor fails to perform any of its obligations under this Lease and such failure continues for a period of 30 days after Lessor's receipt of written notice from Lessee setting forth the nature of such failure and the conduct required of Lessor to cure such failure, then Lessor will be in default hereof and Lessee may exercise any one or more of the following remedies in addition to any other remedies available to it hereunder, at law, or in equity:

- (i) terminate this Lease;
- (ii) cure such default for the account of Lessor, and any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor, and Lessor agrees to reimburse Lessee therefor on demand and save Lessee harmless therefrom. If Lessor fails to reimburse Lessee upon demand for any amount paid for the account of Lessor hereunder, within 10 days after receipt from Lessee of a written notice of claim for reimbursement, said amount may be deducted by Lessee from the next or any succeeding monthly payment of rent or any other amounts due and payable by Lessee hereunder; and
- (iii) bring suit for collection of any amounts due and payable by Lessor hereunder for which Lessor may be in default.

18. Insurance

Lessor shall procure and continue in force during the term of this Lease general liability insurance against any and all claims for injuries to persons or property occurring in, upon, or about the Premises. Such insurance at all times shall provide coverage in an amount not less than \$1,000,000 per occurrence, and \$1,000,000 in the aggregate. Such insurance shall provide for payment of claims on an occurrence basis. Such insurance shall be issued for periods of not less than one year by responsible insurance companies authorized to engage in the business of general liability insurance in the State of Florida. Upon request by Lessee, Lessor shall cause the insurance carrier or its authorized representatives to issue to Lessee certified copies of the certificates evidencing the existence in full force and effect of fully paid policies required under this Article. Upon request by Lessee delivered not less than 30 days prior to the expiration of any policy of insurance, Lessor shall deliver to Lessee, not less than 15 days prior to the expiration of such policy of insurance, a certificate evidencing renewal or replacement of such policy of insurance effective no later than the expiration date of the current policy. In addition, Lessor shall deliver to Lessee, upon request, a copy of Lessor's policy of general liability insurance.

19. Warranty of Title

Lessor represents and warrants that it is the owner of the Premises and has the full and unrestricted right to execute this Lease and demise the Premises to Lessee, together with all rights, privileges, and appurtenances herein demised.

20. Covenant of Quiet Enjoyment

If Lessee is not in default of its obligations hereunder, Lessee will, during the term of this Lease, have the right to freely, peaceably, and quietly occupy and enjoy possession of the Premises, together with all rights, privileges, and appurtenances herein demised, without molestation or hindrance, lawful or otherwise.

21. Use of Premises

Lessee will have the right to use and occupy the Premises for any lawful purpose. Lessee will not make or suffer any unlawful 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.

Lessor Initial: _____

Lessee Initial: _____

22. No Waiver of Defaults

No waiver of any default by a party will be implied from any omission by the other party to take any action with respect to such default.

23. Compliance with Laws

Each party agrees that it shall comply with all federal, state, and local authorities, laws, ordinances, codes, rules, regulations, and orders applicable to this Lease, the Premises, or activities undertaken pursuant to this Lease.

24. Right to Terminate

Lessee has the right to terminate this Lease, without penalty, if a state-owned building becomes available to Lessee for occupancy, and Lessee has given 6 months' advance written notice to Lessor by certified mail, return receipt requested.

25. Entire Understanding

This Lease constitutes the entire understanding between the parties regarding the subject matter hereof.

26. Modifications

No modification to this Lease will be effective unless it is in writing and signed by the parties and the Department of Management Services.

27. No Third-Party Beneficiaries

This Lease is intended for the exclusive benefit of the parties and may not be enforced by any other person.

28. Successors

This Lease will be binding upon and inure to the benefit of the parties and their respective assigns and successors-in-interest.

29. Severability

If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

30. Governing Law; Jurisdiction

Florida law governs all adversarial proceedings arising out of this Lease or the subject matter hereof. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Lease or the subject matter hereof, a party must bring such a proceeding in a federal or state court located in Leon County, Florida.

31. Discriminatory Vendor List

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

32. Cooperation with Inspector General

Lessor understands and will comply with Section 20.055(5), Florida Statutes, regarding cooperating with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055, Florida Statutes.

33. Disclosure Statement

- A. Pursuant to Rules 60H-1.025(1) and 60H-1.0261(1), Florida Administrative Code, Lessor shall submit to Lessee, prior to execution of this Lease and upon any change of ownership of the Premises, a completed Department of Management Services Form Number 4114, providing (i) full disclosure of the names and the extent of interest of the owners holding a 4% or more interest in the Premises or in the entity holding title to the Premises, and (ii) full disclosure of the names of all public officials, agents, or employees holding any interest in the Premises or in the entity holding title to the Premises, and the nature and extent of their interest (collectively, a "Disclosure Statement").
- B. Pursuant to Rule 60H-1.025(2), Florida Administrative Code, Lessor shall submit to Lessee, prior to any renewal of this Lease, any extension of this Lease, or any modification to this Lease, either a completed Disclosure Statement or, if Lessor's previously submitted Disclosure Statement is still valid, a completed Department of Management Services Form Number 4114A, providing that Lessor's Disclosure Statement currently on file with Lessee remains valid and correct.

Lessor Initial: _____

Lessee Initial: _____

Lease Number: _____

- C. In accordance with Rule 60H-1.025(3), (4), Florida Administrative Code, Lessor is not obligated hereunder to disclose in a Disclosure Statement any leasehold interest in property located outside the territorial boundaries of the United States or any beneficial interest which is represented by stock in any corporation registered with the Securities and Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, which stock is for sale to the general public, provided that Lessor submits to the Department of Management Services a statement certifying such registration.

34. Human Trafficking

Pursuant to Section 787.06(13), Florida Statutes, if Lessor is a nongovernmental entity, Lessor shall submit to Lessee, upon execution of this Lease, any renewal of this Lease, or any extension of this Lease, an affidavit signed by an officer or representative of Lessor under penalty of perjury attesting that Lessor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

35. Definition of Terms

- A. The terms "Lease Agreement" or "Lease" 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 respective successors and assigns thereto.
C. The singular shall include the plural, and the plural shall include the singular whenever the context so requires or permits.

36. Additional Provisions

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

Lessor Initial: _____

Lessee Initial: _____

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Lease Number: _____

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

ANY MODIFICATION OF THIS LEASE EXECUTED BY THE PARTIES HERETO SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL CONSENTED TO IN WRITING BY THE DEPARTMENT OF MANAGEMENT SERVICES.

As to Lessor – Lessor (if Lessor is an individual) or Lessor's authorized representative must sign, print name, and enter date.

X _____ Lessor or Lessor's Authorized Representative	_____ Printed Name/Title	_____ Date
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As to Lessee– Agency Head or their authorized delegate must sign, print name, and enter date.

X _____ Agency Head or Authorized Delegate	Joey B. Hicks, Director of Administration _____ Printed Name/Title	_____ Date
X _____ Agency Office of General Counsel	John Minnick, Deputy General Counsel _____ Printed Name/Title	_____ Date

As to Department of Management Services – Chief Real Property Administrator or authorized delegate must sign, print name, and enter date. While not a party to this Lease, the Department of Management Services acknowledges its consent thereto in connection with its oversight of state agency leasing activities for the State of Florida.

X _____ Authorized Representative	_____ Printed Name	_____ Date
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STATE OF FLORIDA
DEPARTMENT OF _____
Lease Addendum
_____:

ADDENDUM _____ - Air Quality Addendum

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

1. **Indoor Air Ventilation & Minimum Moisture Standards:**
Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2016. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.
2. **Service & Filtration of HVAC Systems & Mold Growth:**
To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2013, Assessment, Cleaning and Restoration of HVAC Systems. Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.
3. **Moisture Intrusion & Mold Amplification:**
The building envelope (roofs, exterior walls and floors) shall be maintained in such condition so as to prevent moisture intrusion to the interior that may result in bacterial amplification, or fungal growth on surfaces, furnishings or interstitial spaces. Any conditions suitable for the amplification of fungal spores on interior building materials, furnishings or contents are unacceptable.
4. **Lessee's Remedy to Indoor Air Quality:**
In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e. mold, bacteria, dust mite allergens, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes). Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator. Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor.

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



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Janitorial Services

Addendum: _____

Lease Number: _____

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

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

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

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

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

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

MAINTENANCE SERVICES

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

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

In providing any or all of the before mentioned services:

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

(x) _____
Lessee Signature

Name /Title

Date

(x) _____
Lessor Signature

Name /Title

Date

(SEAL)



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

ADDENDUM: _____

LEASE NUMBER: _____

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

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

Lessor:

Lessee:

Lessor Signature

Lessee Signature



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

**PROPOSAL SUBMITTED
BY _____
SHALL BE INCORPORATED UNDER ADDENDUM _____
TO LEASE 430:0233**

Lease number, 430:0233, located at _____ shall incorporate the Invitation to Negotiate (ITN) solicitation document, the ITN Reply from _____ ("Lessor"), and the Best and Final Offer submitted by Lessor dated _____.

Upon receipt of a lease from the Department of Financial Services (Department), _____ shall have thirty (30) days to execute and return said lease, unchanged, to the Department.

If any conflicting terms are found between the documents that comprise the lease agreement between the Department and _____, the following order of precedence applies:

1. Lease Agreement
2. All attached Addenda
3. Lessor's Best and Final Offer dated _____
4. Lessor's ITN Reply, signed by _____
5. The Department's ITN



**State of Florida
Department of Financial Services
Miscellaneous Provisions Addendum**

ADDENDUM: _____

LEASE NUMBER: _____

_____ hereinafter referred to as "Lessor", and the **State of Florida Department of Financial Services**, hereinafter referred to as "Lessee" hereby enter into the following Miscellaneous Provision to the Lease between the parties for the Premises located at _____.

Background Screening Requirements:

The background screening requirements are broken down as follows:

***Daytime Janitorial Cleaning Required**

- Level 1 (through DFS Human Resources) is required for all cleaning staff
 - *No Criminal Justice Information System (CJIS) security awareness training is required
- DFS staff must be in the area

***Projects During Business Hours**

- Level 1 (through DFS Human Resources) is required for all vendors
- No CJIS security awareness training is required
- DFS staff must be in the area

***Projects After-Hours**

- **Project Supervisor** - must be on site within view of crew
 - *Supervisor must have a Level 2 screening (through DFS Human Resources) **AND** CJIS security awareness training. The Agency will provide instructions for training.
- **Staff** - Level 1 screening required

***Deliveries**

- DFS staff must escort

***Property Management Staff, Maintenance (& others that have access to Space)**

- Level 2 screening **AND** security awareness training required.

LESSEE: Department of Financial Services

LESSOR:

X _____

X _____

Print Name & Title

Print Name & Title

DATE: _____

Date: _____



STATE OF FLORIDA
Disclosure Statement
 Department of Management Services Form 4114

Lease Number: _____

Purpose

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

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

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

2. Disclosure Requirements

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

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

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

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

Page: 1 of 2
 Form: 4114
 Rev. Date: 6/24

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

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

4. Signatures

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

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

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

Signature: _____

Name: _____

Date: _____

ATTACHMENT D

Division of State Fire Marshal Bureau of Fire Prevention

Plans Review Section Electronic Plans Review Fees, Procedures, and Requirements

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

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

- (a) "State-owned building," as used in Chapter 633, F.S., and any rule adopted by the State Fire Marshal, except as provided in paragraph (b) of this subsection, means any structure used or intended for supporting or sheltering any use or occupancy of which the state, any state agency or department, or the Trustees of the Internal Improvement Trust Fund is the record owner of the legal title to such structure.
- (b) "State-owned building" does not mean or include a pole barn, a picnic shelter, a lift station, an animal pen, an animal feeder, a pump house, a one-family private residence, a two-family private residence, a forestry fire tower or other fire tower, a radio tower, a building no longer in use, an empty building, or a greenhouse.

DESIGN CRITERIA:

The Life Safety portion of the plans shall be designed in accordance with the currently adopted edition of the Florida Fire Prevention Code. See Florida Administrative Code 69A-3 and 69A-60 for the adopted edition of the Florida Fire Prevention Code and a list of adopted NFPA Standards. (<https://www.flrules.org/>)

PLANS REVIEW FEES:

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

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

METHOD OF PAYMENT:

After plans are received an invoice will be prepared and sent at which time payment can be made via the online portal, by 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.

PLANS SUBMISSION:

The Division of State Fire Marshal will require the submitter to obtain a public portal login, complete an electronic application and provide electronic plans and specifications of sufficient detail to allow for a thorough review. Electronic plans must be submitted in a "pdf" format and individual uploads cannot exceed 25mb.

When the electronic plans are approved for construction, the electronic plans will be stamped electronically based on the type of approval and the submitter will be notified via email that the electronic plans and any associated comments are available for review, printing and downloading via the public portal login.

A stamped set of plans must be kept on the job site for the Fire 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 met 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 formal review submittal, 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.

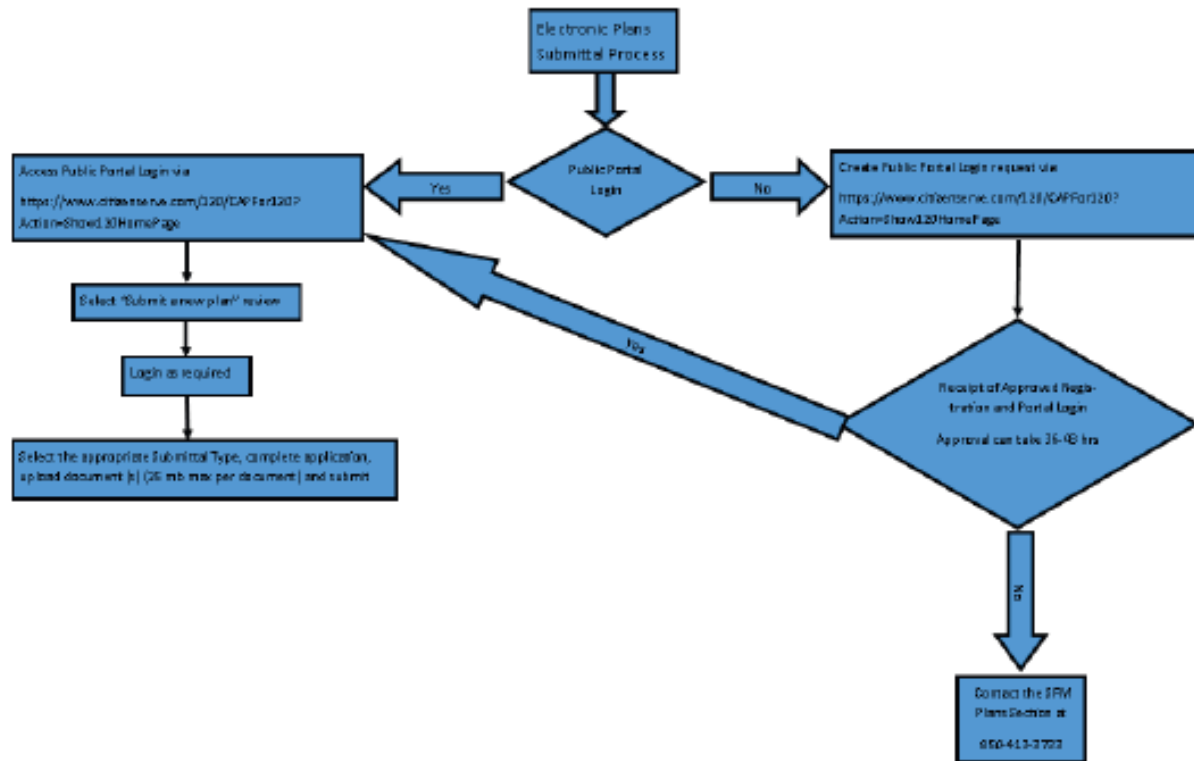
Associated shop drawing that affect life safety shall be submitted for review with the State Fire Marshal's file number indicated. There is no additional fee required for shop drawing submittals which are associated with a main SFM formal review.

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

If there are any special circumstances or hazards that require further clarification, the reviewer will attempt to contact you; therefore, complete, and accurate application and contact information to include but not limited to scope of work, name and telephone number of a contact person should be included 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, the submitted plans will be disapproved and a re-submittal process may add further delay to the project.

ELECTRONIC PLAN KEY ITEMS

Electronic Plan must be in "PDF" format Individual uploads cannot exceed 25mb in size
Uploads should be labeled accordingly i.e. life safety plan, emergency lighting plan
Each electronic plan page must have scale for calibration
Application must be complete for approval



For more questions or information about the Plans Review Section contact the section at 850-413-3733 or e-mail: Fire.Prevention@MyFloridaCFO.com

ATTACHMENT E



ENERGY PERFORMANCE ANALYSIS (EPA)

Overview

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

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

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

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

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

Computer-Based Simulation Requirements

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

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

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

10. A detailed description of all energy conservation measures proposed to raise the Energy Star rating to the minimum accepted level (provide when energy conservation measures are proposed and also include the revised Energy Star reports).
11. Delivery: The energy performance analysis shall be mailed or delivered to the department 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

ATTACHMENT F

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. 430:0233 with the State
of Florida, Department of Financial Services, for the Building at _____, _____, FL

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

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

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

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public (SEAL)

Printed Name of Notary Public My Commission Expires: _____

ATTACHMENT G
COMMISSION AGREEMENT



Lease Number: _____

COMMISSION AGREEMENT

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

This Commission Agreement ("Agreement") is entered into by and between ("Owner") _____
The State of Florida ("Tenant") Department of Financial Services And ("Tenant Broker") Savills Inc. This
agreement shall become effective upon the execution of signatures by all parties.

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

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

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

1. **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.
2. **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 and
agrees to abide by the terms and conditions of the existing agreement between the Owner or Tenant Broker and the Tenant.
3. **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.
4. **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.
5. **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.

Lease Number: _____

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

6. **FAILURE TO PAY:** Should the owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.
7. **AGREEMENT TO PAY COMMISSION:** For the base term of the lease, Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to Four percent (4 %) of the total aggregate gross base rent (with no offset).
8. **NOTICES:**

To Tenant Broker:

Savills, Inc.
1150 Assembly Drive, Suite 310
Tampa, FL 33607

To Owner:

To Tenant:

Florida Department of Financial Services
200 East Gaines Street
Tallahassee, FL 32399

TENANT: (x) _____ By _____ Print or Typewritten _____ Title AGREED AND ACCEPTED this ____ day of _____, 20____	OWNER: (x) _____ By _____ Print or Typewritten _____ Title AGREED AND ACCEPTED this ____ day of _____, 20____	TENANT BROKER: (x) _____ By _____ Print or Typewritten _____ Title AGREED AND ACCEPTED this ____ day of _____, 20____
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