



STATE OF FLORIDA  
Florida Gaming Control Commission  
INVITATION TO NEGOTIATE (ITN) FOR LEASED SPACE

**Number: 415:0019 – Polk County**

**TABLE OF CONTENTS**

I.	<b><u>Introduction</u></b>
II.	<b><u>Instructions and General Information</u></b>
III.	<b><u>Reply Writing Guidelines</u></b> <b><u>Terms of the Reply</u></b>
IV.	<b><u>Lease Terms and Conditions</u></b>
V.	<b><u>Reply Evaluation and Negotiation Process</u></b> <b><u>Proposal Evaluation Criteria</u></b>
VI.	<b><u>Certification</u></b>
VII.	<b><u>Attachments</u></b>

**ITN 415:0019 Florida Gaming Control Commission – Submittal Cover Page**

<b>Offeror's Information</b>			
Offeror's Contact Name:		Title:	
Company:		FEID or Social Security Number (SSN):	
Address:		City/State/Zip:	
Phone Number:		Email:	
<b>Proposal Information</b>			
Proposed Lessor Entity Name:		Proposed Lessor Entity FEID:	
Address of Proposed Space:			
Street	City	State	Zip
Usable Square Feet in Proposed Space: _____			
Requested Parking: 5 Exclusive Parking Spaces	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.			

**Five (5) Year Base Term with Two (2), Two (2) Year Renewal Options**

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

*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 Commission at the time of initial occupancy.*

THIS SPACE LEFT INTENTIONALLY BLANK

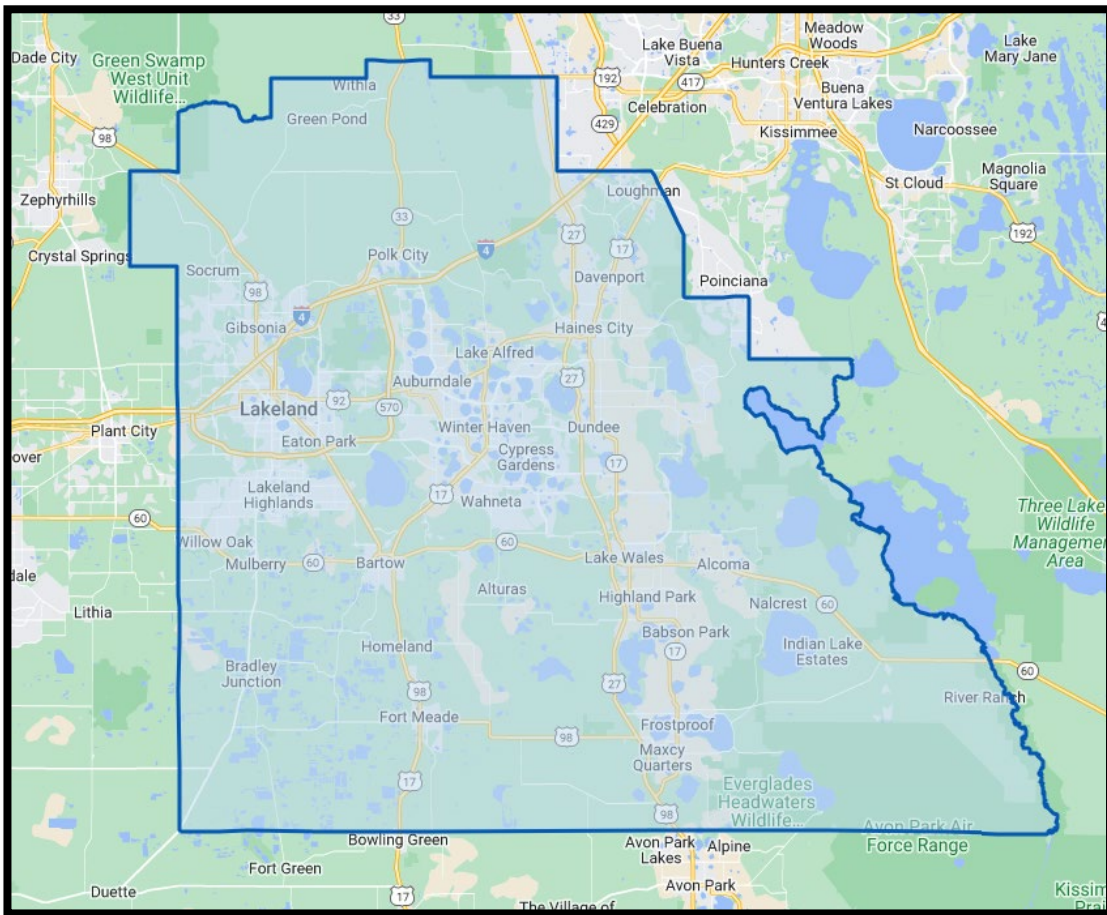
**INTRODUCTION AND OVERVIEW**

The Florida Gaming Control Commission (hereinafter referred to as the “Commission”), requests your participation in a space search in Polk County, Florida [see detailed boundaries listed below]. The Commission is seeking detailed and competitive proposals to provide climate-controlled warehouse space (“Proposed Space”) for occupancy by the Commission. As it relates to any space that is required to be built-out for the Commission 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 – Polk County**

**Proposed Boundaries:  
Within Polk County**



THIS SPACE LEFT INTENTIONALLY BLANK

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

**Brittany Ward and Jerry Thornbury – TENANT BROKER**

Inquiries and comments about this ITN should be directed to:

Name: Brittany Ward or Jerry Thornbury

Company: Savills Inc.

Address: 1150 Assembly Drive, Suite 310

City/State/Zip: Tampa, FL 33607

E-mail: [bward@savills.us](mailto:bward@savills.us) or [jthornbury@savills.us](mailto:jthornbury@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.

**I. 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 415:0019**" clearly marked on outside sealed envelope or box.

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

**Florida Gaming Control Commission  
Attention: Lisa M. Mustain  
4070 Esplanade Way  
Suite 250  
Tallahassee, FL 32399**

**Note:** Replies which are late, unsealed, missing, emailed or faxed and Replies which are deemed by the Commission (in the Commission'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 Commission) will be posted on the Vendor Information Portal (VIP) Website: <https://vendor.myfloridamarketplace.com/>.

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

**c. KEY ITN DATES**

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

<b>Date **</b>	<b>Time</b>	<b>Schedule of Events**</b>
11/20/2024		Date on which the ITN is advertised on the Vendor Information Portal
11/22/2024	5:00 PM	Deadline for submitting questions, in writing, relating to this ITN No further questions accepted after this date and time
11/27/2024		Date responses to written questions received relating to this ITN will be posted on the Vendor Information Portal
12/16/2024	5:00 PM	<b>Deadline for Receipt of Replies</b> <i>LATE REPLIES WILL NOT BE CONSIDERED</i>
12/17/2024	2:00 PM	*Opening of Replies Florida Gaming Control Commission 4070 Esplanade Way, Tallahassee, FL 32399
12/18/2024 – 1/10/2025		Anticipated time period for evaluation of Replies / Site Evaluations
1/13/2025 – 01/24/2025		Anticipated time period for negotiations
01/27/2025		Anticipated Notice of Intent of Award posted on Vendor Information Portal
03/15/2025		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 <b><u>no comments and/or questions will be taken from Offerors or other members of the public.</u></b>		

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

THIS SPACE LEFT INTENTIONALLY BLANK

**II. 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:

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

<b>Please select method to which Offeror is proposing and attach applicable documentation as <u>Exhibit A</u> to the Reply.</b>	
<b>The owner of record of the facility and parking area</b> – submit a copy of the deed(s) and title insurance or opinion evidencing clear title to the property proposed.	<input type="checkbox"/>
<b>The Lessee of space being proposed</b> – 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.	<input type="checkbox"/>
<b>The authorized agent, broker, or legal representative of the owner(s)</b> – 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).	<input type="checkbox"/>
<b>The holder of an option to purchase</b> – 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.	<input type="checkbox"/>
<b>The holder of an option to lease the property offered</b> – 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.	<input type="checkbox"/>

- ii. **Interior/Space Planning** – Please include a floor plan to scale (example: 1/16” or 1/8” or ¼” = 1’0”) showing the present configurations with measurements. **Please attach the existing floor plan as Exhibit B to the 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 Commission.

**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 Commission nor the Tenant Broker will be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

**III. LEASE TERMS AND CONDITIONS**

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

<b>Certification Regarding Article IV, Lease Terms and Conditions to this ITN.</b> I hereby certify that if the Proposed Space is selected by the Commission, I acknowledge and agree to abide to all requirements and conditions contained therein.		
1.	<p><b>Description and Measurement of Proposed Space</b></p> <p>The Commission is seeking between <b>38,000 and 42,000 usable square feet</b> of contiguous space. Type of space required is <b>climate-controlled warehouse space</b> and related infrastructure. Space use is for <b>Florida Gaming Control Commission to store equipment</b>.</p> <p>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 Commission and DMS reserve the right to independently verify the space measurement.</p> <p>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.</p> <p>The Offeror/Lessor shall be responsible for build-out and clean up and shall provide the Commission with a clean and ready to operate space.</p> <p>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:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p><b>Lease Commencement Date / Liquidated Damages</b></p> <p>The Proposed Space is to be made available on <b>March 15, 2025</b>, 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 Commission’s discretion for liquidated damages in the amount of <b>\$500.00</b> for each additional day until the Proposed Space is made available, in accordance with the Liquidated Damages Addendum to the Lease.</p> <p>Space is considered available for occupancy when the Department of Management Services and the Commission are provided with an official and permanent Certificate of Occupancy, an approved State Fire Marshal Final Inspection and the Commission 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 Commission and Offeror/Lessor’s designated representatives.</p> <p>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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<p><b>Term and Renewal Options</b></p> <p>Replies must offer a <b>five (5) year initial term</b>. 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 <b>two (2), two (2) year renewal options</b>.</p> <p>Offeror acknowledges and agrees that the Proposed Space will be available to the Commission throughout the initial term and the renewal option periods as specified.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	<p><b>Full Service (Gross) Rental Rate</b></p> <p>The Offeror shall provide the Commission with an industrial gross lease structure. Therefore, the lease rate must include base rent, taxes, all operating expenses (including, but not limited to utilities, water, internet service, insurance, interior and exterior maintenance, janitorial services*, pest control**, security system installation and maintenance, and any amortization of required tenant improvements to the proposed space).</p> <p>*Janitorial services shall be upon the Commission’s request only, likely one time per year.                  **Pest control service shall be for exterior of the building only, not the interior of the Premises.</p> <p>There shall be no pass through of additional expenses. The proposed Full Service (Gross) 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	Offeror acknowledges and agrees that the Proposed Space will be an Full Service (Gross) Lease.		
5.	<p><b><u>Parking</u></b> Adequate parking for State employees and visitors is mandatory. The Commission is seeking five (5) <b>exclusive parking spaces</b> be provided on a lot fully controlled by the Lessor. Number of ADA Spaces to be included is as required by code.</p> <p>Offeror shall notate on the Submittal Cover Page (page 2) how many exclusive and non-exclusive parking spaces are being offered to the Commission.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	<p><b><u>Turn-key Build Out</u></b> The Commission 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.</p> <p>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 Commission’s approval of an architectural layout provided by the Offeror/Lessor.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	<p><b><u>State Standard Lease and Addenda</u></b> 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.</p> <p>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 Commission.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	<p><b><u>Commission Agreement</u></b> Attachment “G” contains the Commission Agreement form. The Offeror should review the Commission Agreement.</p> <p>Offeror acknowledges and agrees to execute and be bound by the Tenant Broker Use and Commissions Agreement.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	<p><b><u>Attachments</u></b> 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:</p> <p><b>Attachment A:</b> <u>Commission Specifications</u> – provides specific detail as to the Commission space requirements.</p> <p><b>Attachment B:</b> <u>Sample Construction Project Schedule</u> – details the various stages of construction and projected completion dates.</p> <p><b>Attachment C:</b> <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.</p> <p>The following Addenda are included in the original lease agreement upon execution:</p> <ul style="list-style-type: none"> <li>- C-1 Proposal Submitted by Lessor</li> <li>- C-2 Employment Eligibility Verification (E Verify)</li> <li>- C-3 Air Quality</li> <li>- C-4 Liquidated Damages</li> <li>- C-5 Disclosure Statement of Ownership</li> </ul> <p><b>Attachment D:</b> <u>State Fire Marshal Plans Review &amp; Procedures</u> – this attachment provides general directives regarding the Offeror’s compliance with the requirements of the State Fire Marshal. The State Fire Marsal procedures must be fulfilled by the awarded Lessor at its sole cost.</p> <p><b>Attachment E:</b> <u>Energy Performance Analysis</u> – 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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No



	<p><b>Attachment F: <u>Special Power of Attorney</u></b> – this attachment is required, if submitting on behalf of the owners.</p> <p><b>Attachment G: <u>Commission Agreement</u></b> – this attachment provides for Offeror’s agreement of the Tenant Broker as agent for the State.</p> <p>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.</p> <p>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.</p>		
10.	<p><b><u>Permitted Use by the State</u></b></p> <p>The State’s permitted use for the location will be for climate-controlled warehouse space for use by <b>Florida Gaming Control Commission to store equipment.</b></p> <p>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..</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.	<p><b><u>Energy Star Rating</u></b></p> <p>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.</p> <p>Does this facility meet standards of an Energy Star building as determined on the following website: <a href="http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?">http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager?</a></p> <p>If so, provide the Energy Star rating for this building: _____</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12.	<p><b><u>Disclaimer</u></b></p> <p>This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and the Commission reserves the right to negotiate with all or none of the respondents in its sole discretion. Please note that the Commission has the right, at any time during the process, to reject any and all Replies that are not, in the Commission’s sole discretion, in the best interests of the State. The Commission reserves the exclusive right to make determinations of what constitutes an irregularity in a Reply and whether to waive and/or cure an irregularity.</p> <p>This ITN is neither an offer, contract nor agreement of any kind. Neither the Commission 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 Commission.</p> <p>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 Commission at any time.</p> <p>Offeror understands and agrees with the Disclaimer set forth in this Section.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

THIS SPACE LEFT INTENTIONALLY BLANK

#### IV. **REPLY EVALUATION & NEGOTIATION PROCESS AND PROPOSAL EVALUATION CRITERIA**

**Reply Evaluation and Negotiation Process:** Using the evaluation criteria specified below, the Commission shall evaluate and rank Replies and, at the Commission'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 Commission/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 Commission 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 Commission/Tenant Broker retains the discretion to negotiate with other qualified Offerors, as deemed appropriate.
- Before award, the Commission 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 Commission 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, a 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 Commission/Tenant Broker reserves the right to negotiate different terms and related price adjustments if the Commission determines that it is in the State's best interest to do so.
- The Commission reserves the right to reject any and all Replies, if the Commission determines such action is in the best interest of the State or Commission. The Commission/Tenant Broker reserves the right to negotiate concurrently or separately with competing Offerors. The Commission reserves the right to waive minor irregularities in Replies.

THIS SPACE LEFT INTENTIONALLY BLANK

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

**a. Associated Fiscal Costs:**

**Rental:**

Rental rates for basic term of lease. Rates are evaluated using total present value methodology for basic term of lease, by application of the present value discount rate of 4.17%.

**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 and access to key thoroughfares, is best suited and conducive to conducting business with the Commission's clients and for its operations.

**Maximum points: 18**

Present condition of 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 and loading zones conducive to meet Commission's needs.

**Maximum points: 17**

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. Premises and Parking:**

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 proposed parking is sufficient and appropriately accessible to meet the Commission's needs.

**Maximum points: 10**

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

Presence of security features that provide additional benefit to the Commission.

**Maximum points: 5**

**V. 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

THIS SPACE LEFT INTENTIONALLY BLANK

**ATTACHMENT A**  
**COMMISSION SPECIFICATIONS**

Please see below for the Commission’s general specifications that the awarded Lessor shall be responsible to deliver on a turn-key basis. During the evaluation and test fit period, the Commission 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.

<b>Premises:</b>	The Premises shall be 38,000 – 42,000 square feet.
<b>General Building Specifications:</b>	<ul style="list-style-type: none"> <li>• Clear Height – 12’</li> <li>• Warehouse Lighting – LED lighting</li> </ul>
<b>Warehouse HVAC:</b>	Warehouse area shall be climate-controlled. If space is not climate-controlled, please include Offerors method to equip the space with HVAC.
<b>Security:</b>	Internet connection shall be provided to the Commission. Commission will install outside Security cameras above all doors.
<b>Parking:</b>	<ul style="list-style-type: none"> <li>• Exclusive Parking Spaces – five (5)</li> <li>• Box trailers or occasional semi-trucks</li> </ul>
<b>Power:</b>	Three Phase/480 Volt/400 AMP services
<b>Internet:</b>	100 mbps (minimum) with an upload speed that is acceptable to fluently upload video from surveillance cameras.
<b>Signage:</b>	Lessee will not require any exterior signage.
<b>Loading:</b>	At least two (2) bay doors with dock-high loading or drive-in/grade access loading (preferred). Metal canopy over the loading docks.
<b>Hours of Operation:</b>	7 AM – 7 PM, 7 days a week Space to be available 24/7
<b>Condition of the Premises:</b>	The building shall meet building codes at the time of permit issued by local government.

## SPACE SPECIFICATIONS

### 1. ENTIRE PREMISES (WAREHOUSE AND OFFICE)

- A. WINDOW AND WINDOW COVERINGS: Commission would prefer not to have windows in the warehouse space. If windows are present, Lessor to install wood or metal to cover all windows in a secure fashion acceptable by the Commission.
- B. DOOR LOCKS: Lessor shall provide deadbolts on all exterior doors. Lessor shall provide a secure access door between office portion and warehouse portion with the capability to lock.
- C. SECURITY MONITORING SYSTEM: Lessor to install a fire alerting system if not already existing.
- D. PAINT: All walls for both warehouse and office portion shall be painted and in good condition. If wall paint is not in good condition, Lessor will paint walls in a neutral color. Lessor to provide at least three (3) color samples for FGCC to choose from.
- E. FURNITURE: The Commission shall utilize this space for storage. Lessor will not be required to provide any furniture.

### 2. WAREHOUSE PORTION

- A. TEMPERATURE AND HUMIDITY CONTROL: Lessor shall maintain the warehouse environment at a temperature range of 76 – 80 degrees and a relative humidity level not exceeding 50% to ensure the proper storage conditions for equipment.
- B. DOCKS: Warehouse area shall have direct access to the loading docks or be located on ground level.
- C. ELECTRICAL REQUIREMENTS:
  - a. One (1) to four (4) outlet electrical socket evenly distributed every 15' in the warehouse.
- D. RESTROOMS (IF APPLICABLE, BUT NOT REQUIRED):
  - a. One (1) restroom in warehouse portion
  - b. Flooring – sealed concrete, tile, or linoleum
  - c. Lessor to install in restrooms and provide at their expense: 1) automatic soap dispenser; 2) toilet paper holder; 3) sink; and 4) mirror above sink

### 3. OFFICE PORTION (IF APPLICABLE, BUT NOT REQUIRED)

- A. SIZE: Shall be no more than 10-15% of the total Premises
- B. CEILING HEIGHT: Minimum of 8 feet
- C. CLIMATE CONTROL: Suitable construction to allow for separate climate control from warehouse portion.
- D. ELECTRICAL REQUIREMENTS: Lessor to provide two (1) data and one (1) phone line per office and three (3) to four (4) outlets or four (4) electrical sockets per office.
- E. FLOOR COVERING: Carpet tile, tile or linoleum throughout. Lessor to provide at least three (3) flooring samples for Commission to choose from. Tile preferred.

- F. NETWORK/IT REQUIREMENTS: Lessor has no requirements to pre-wire for networking and phone capabilities. Commission to provide and install data cabling at their own expense.

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

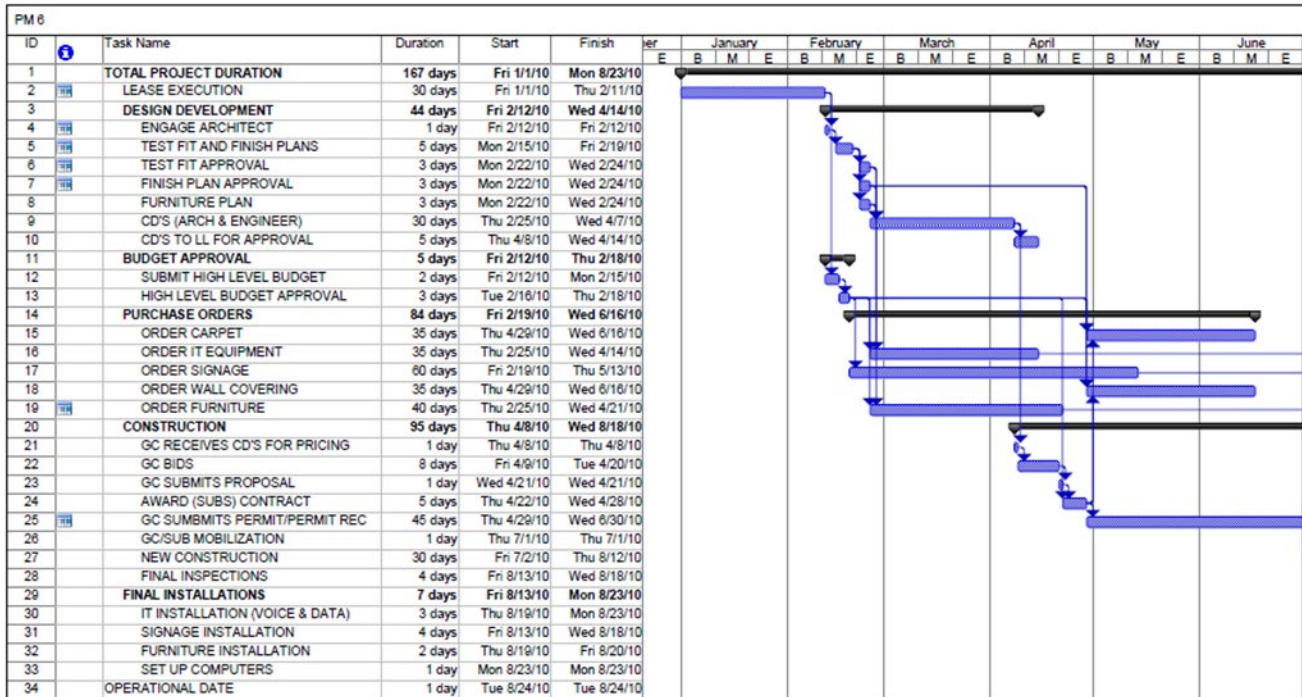
**5. FIRE PREVENTION**

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 Commission who shall perform subsequent inspections either annually or every two years thereafter as per Florida Statutes.

## 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.



THIS SPACE LEFT INTENTIONALLY BLANK



ATTACHMENT C



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

Lease Number: [ ]

Lease Commencement: [ ]

Preamble

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

Parties

Lessee: [ ]

Agency Name

Address: [ ] [ ] [ ] [ ]
Street City State Zip Code

Lessor: [ ]

Lessor Name

Address: [ ] [ ] [ ] [ ]
Street City State Zip Code

FEID: [ ] OR Social Security Number: [ ]

1. Description

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

Description: [ ]

Building: [ ] County: [ ]
Building Name

Address: [ ] [ ] [ ] [ ]
Street City State Zip Code

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

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

2. Term & Renewals

A. The Lease shall begin on: [ ] [ ] [ ]
Month Day Year

and end at the close of business on [ ] [ ] [ ]
Month Day Year

for a term of [ ] months.

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

Lessor Initial: [ ] Page 1 of 8
Form 4054
Lessee Initial: [ ] Rev. Date 8/22





E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To

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

**7. Accessibility and Alterations**

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

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

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmless from any cost or expense, including attorney's fees, from being named in the claim or action.

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

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

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

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

**8. Applicable Laws**

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

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

Lessor Initial: \_\_\_\_\_

Page 4 of 8

Lessee Initial: \_\_\_\_\_

Form 4054

Rev. Date 8/22

- B.  Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.
- C.  **Cooperation with the Inspector General**  
Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing.

**9. Heating and Air Conditioning**

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

**10. Compliance with Fire Safety Standards**

- A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.
- B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the Lessee occupying the space. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.
- C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.
- D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.
- E. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 pCi/L.

**11. Injury or Damage to Property**

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

**12. Expiration of Term**

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

Lessor Initial: \_\_\_\_\_ Page 5 of 8  
 Form 4054  
 Lessee Initial: \_\_\_\_\_ Rev. Date 8/22

**13. Right to Inspect**

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

**14. Taxes and Insurance**

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

**15. Subletting and Assignment**

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

**16. Waiver of Defaults**

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

**17. Rental Commencement**

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

**18. Availability of Funds**

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

**19. Breach of Covenant**

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

**20. Not Consent to Sue**

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

**21. Right to Terminate**

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

**22. Public Entity Crime Statement**

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

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

Lessor Initial: \_\_\_\_\_

Page 6 of 8

Form 4054

Lessee Initial: \_\_\_\_\_

Rev. Date 8/22

**23. Discrimination**

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

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

**24. Use of Premises**

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

**25. Failure to Comply**

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

**26. Definition of Terms**

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

**27. Additional Terms**

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

Lessor Initial: \_\_\_\_\_ Page 7 of 8  
 Form 4054  
 Lessee Initial: \_\_\_\_\_ Rev. Date 8/22

Lease Number: \_\_\_\_\_

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

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

**ORIGINAL SIGNATURES REQUESTED ON ALL COPIES**

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

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	____ / ____ / ____ Date
--	-----------------------------	----------------------------

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

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

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

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

Lessor Initial: \_\_\_\_\_ Page 8 of 8  
Form 4054  
Lessee Initial: \_\_\_\_\_ Rev. Date 8/22

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





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

---

PROPOSAL SUBMITTED  
BY \_\_\_\_\_  
SHALL BE INCORPORATED UNDER ADDENDUM \_\_\_\_\_  
TO LEASE 415:0019

Lease number, 415:0019, 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 Florida Gaming Control Commission (Lessee), \_\_\_\_\_ shall have thirty (30) days to execute and return said lease, unchanged, to the Lessee.

If any conflicting terms are found between the documents that comprise the lease agreement between the Lessee 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 Lessee's ITN



STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
Employment Eligibility Verification

ADDENDUM \_\_\_\_\_

LEASE NUMBER: \_\_\_\_\_

Pursuant to section 448.095, Florida Statutes, Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: <http://www.uscis.gov/e-verify>.

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

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

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

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



STATE OF FLORIDA  
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.

_____ <b>Lessee</b>	_____ <b>Lessor</b>
(x) _____ <b>Lessee Signature</b>	(x) _____ <b>Lessor Signature</b>
_____ <b>Name/Title</b>	_____ <b>Name/Title</b>
_____ <b>Date</b>	_____ <b>Date</b>



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**  
**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 Plans Review Fees, Procedures and Requirements

---

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

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

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

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

### DESIGN CRITERIA:

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

### PLANS REVIEW FEES:

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

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

### METHOD OF PAYMENT

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

### WHAT TO SUBMIT

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

#### If Sending by Regular Mail

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

#### If Sending by Overnight Service

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

### PLANS SUBMISSION:

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

- The editions of the pertinent codes that will apply to your project will be those that are adopted at the date of your first submittal, regardless of phase, i.e. 50% or final, and will not change even if a newer edition is adopted during the review process.
- Any change orders or redesign during construction that affect life safety shall be submitted for review with the State Fire Marshal's file number indicated. There is no additional fee required for changes.
- The review process allows **30** calendar days for review of all state-owned property and **10** working days for review of state leased property.
- If there are any special circumstances or hazards that require further clarification, the reviewer will attempt to contact you; therefore, please include the name and telephone number of a contact person with your plan submission. Please remember that if you are called and asked for additional information or clarification, the reviewer needs this information in writing before he can approve the project. If the statutory time (10 working days on a lease or 30 calendar days on state owned) expires he must disapprove the project and a re-submittal process may add further delay to the project.

## PLAN INFORMATION

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

- **Renovation or Alteration** - Any alteration or any installation of new equipment shall be installed under the requirement of new construction. The scope of work shall be identified clearly. Show the number of floors in the building and the location of the project under consideration in comparison to the entire floor and building.
- **Equivalency Concepts** - Any requirement of the code that a designer wishes to modify by alternative arrangements shall in no case afford less safety to life than the code presently requires. Any request to use equivalency concepts will only be considered when technical documentation is submitted.
- **Classification of Occupancy** - Plans shall indicate the type of occupancy based on N.F.P.A. 101, Chapter 6.
- **Change of Occupancy** - The designer shall identify the existing type of occupancy and clearly identify the new occupancy use and areas.
- **Floor Area** - The gross square footage of the building shall be indicated on the plans. All assembly rooms shall indicate the net floor area.
- **High Hazard Area** - Any areas of a building, structure, or parts thereof, containing highly combustible, flammable, explosive products or materials which are likely to burn rapidly shall be identified on the submittal. The designer shall identify amounts and types of hazardous materials used throughout the facility.
- **Means of Egress** - All three components of the means of egress (exit access, exit and exit discharge) shall be clearly identified. Travel distance to exits shall be detailed.
- **Occupant Load** - The occupant load for each floor and calculations showing how the load was obtained shall be shown. All assembly rooms, spaces, or areas shall be identified and calculated with calculations shown on plans.
- **Construction Type** - The type of construction shall be identified as per N.F.P.A. 220.
- **Atrium** - Any building in which the designer has incorporated an atrium shall have the atrium area clearly defined on the contract document. Atrium shall be in accordance with NFPA 101, 8.2.5.6.
- **Penetration of Smoke or Fire Barriers** - Passage of pipes, conduits, bus ducts, cables, wires, air ducts, pneumatic ducts and similar service equipment through smoke and/or fire barriers shall be detailed on the contract documents.
- **Fire Detection, Alarm and Communication Systems** - All existing or new systems shall be clearly identified on the plans. The type of system & appropriate N.F.P.A. standard used for the design and installation shall be indicated on the plans and signed and sealed by the Engineer of Record.
- **Automatic Sprinkler System, Standpipes and Fire Pumps** - All existing or new systems shall be clearly identified on the plans. The type of system and appropriate N.F.P.A. standard, which was used for the design and installation, shall be indicated on the plans and signed and sealed by the Engineer of Record. Hydraulic calculations, also signed and sealed by the Engineer of Record, shall accompany the plans where applicable.
- **Correction Facilities** - The use condition of the area shall be clearly indicated as per NFPA 101, Chapter 22.
- **Lease Spaces** - If the leased space is on a floor located above the level of exit discharge (LED) a plan of the LED is required to be submitted to ensure proper exiting from the building.
- The plan shall have the correct name of the facility: Building Number, Office/Complex Name, Street Address, and City, County, and Zip Code, and any assigned lease number noted on the document.
- Include site plan to scale showing project, distances to nearby buildings, fences, parking, and location of hazardous features such as fuel storage or incinerators, and fire lanes if required by NFPA 1.
- Include floor plan(s) drawn to scale showing walls and partitions, openings, door swings, built-in features, changes in elevation such as steps or ramps, dimensions, and notes to indicate what is shown and the use (room name) of each space.
- Schedules for doors, windows and hardware.
- Drawings of HVAC systems.
- Show the following on plans, if applicable: exit markings, emergency lighting (type and location), fire extinguisher(s) (type and location), nationally tested wall assembly details for rated walls, stair and handrail details, interior finishes and their flame spread ratings.
- Show any special fire extinguishing systems such as dry chemical hood syst

## CONSTRUCTION INSPECTIONS

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

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

### HOW TO REQUEST AN INSPECTION

The following inspections must be considered:

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

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

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

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

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



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

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

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

#### **FIRE ALARM CHECKLIST**

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

#### **SPRINKLER SYSTEM CHECKLIST**

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

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

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

**MATERIAL CUT SHEETS FOR SPRINKLER SYSTEMS**

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

THIS SPACE LEFT INTENTIONALLY BLANK

## ATTACHMENT 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](http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager)
  - 2) the Energy Star Target Finder software, which is available at:  
[http://www.energystar.gov/index.cfm?c=new\\_bldg\\_design.bus\\_target\\_finder](http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder)
- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
  1. Whole-Building Scenario: When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist 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. 415:0019 with the State of Florida, Department of Financial Services, for the Building at \_\_\_\_\_, \_\_\_\_\_, FL  
Street Address City  
\_\_\_\_\_, title to said property being held by \_\_\_\_\_.  
Zip Code Name

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

This space left intentionally blank.



ATTACHMENT G

Lease Number: 415.0019

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

This Commission Agreement ("Agreement") is entered into as of this [redacted] day of [redacted], 20[redacted], by and between ("Owner") [redacted], The State of Florida ("Tenant") [redacted] Florida Gaming Control Commission, And ("Tenant Broker") [redacted] Savills.

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

- A. Owner has legal title to a property located at [redacted] in [redacted] Polk County, Florida on which tract is an office building/project commonly known as [redacted] (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number [redacted]
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 consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. AGREEMENT TO PAY COMMISSION: For the base term of the lease, Owner hereby agrees to pay a real estate commission to Tenant in a sum equal to four percent (4%) of the total aggregate gross rent (with no offset).
2. PAYMENT OF COMMISSION: The commission shall be due and payable to Tenant in cash (i) one half (1/2) at the time the Lease is signed and (ii) the balance on the earlier to occur of (a) the first day that Tenant occupies all or any portion of the space covered by the Lease, or (b) commencement of the term under the Lease. If Tenant's lease is modified, the commission in relation to such modification will be due and payable in full at the time the modification is executed by Owner and Tenant. Tenant hereby agrees to pay to Tenant Broker said commissions based on a separate agreement between Tenant and Tenant Broker.
3. SUCCESSORS AND ASSIGNS: The obligation to pay and the right to receive any of the commissions described above shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Tenant Broker. In the event of a sale or an assignment of the Property which includes Tenant's demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Tenant of all commissions payable hereunder and agrees to abide by the terms and conditions of the existing agreement between the Owner or Tenant Broker and the Tenant.
4. REPRESENTATION OF TENANT: Although Owner will pay the commission to Tenant, who will in turn pay Tenant Broker, Tenant Broker will not be representing owner in the contemplated lease transaction. Tenant Broker will be representing only the Tenant in such transaction. The owner acknowledges and agrees that it is responsible for any commissions due any other broker with respect to this transaction
5. AUTHORITY TO SIGN: Each signatory to this Agreement represents and warrants that it has full authority to sign this Agreement on behalf of the party for whom he signs and that this Agreement binds such party.
6. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between Owner and Tenant and Tenant Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Tenant and Tenant Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.

Please initial Offeror acknowledgement on all pages of this submittal form: [redacted]

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



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

7. **FAILURE TO PAY:** Should the owner fail to pay the Commission Agreement as contracted here in, the Tenant shall send the Owner appropriate notification and issue a cure letter to the Owner demanding payment. Should payment(s) not be received within the terms of the cure letter the Tenant has a right to withhold rent payments, for the payments of the Commission, until the terms of the contract have been fulfilled within the terms of this Agreement.

8. **NOTICES:**

To Tenant Broker: ..... ..... To Owner: ..... ..... ..... To Tenant: ..... ..... .....	Savills Inc. 1150 Assembly Drive, Suite 310 Tampa, FL 33607
	Florida Gaming Control Commission 4070 Esplanade Way, Suite 250 Tallahassee, FL 32399

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

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

<p><b>TENANT:</b></p> <p>(x) _____</p> <p>By _____</p> <p style="padding-left: 20px;">Print or Typewritten</p> <p>_____</p> <p style="padding-left: 20px;">Title</p>	<p><b>OWNER:</b></p> <p>(x) _____</p> <p>By _____</p> <p style="padding-left: 20px;">Print or Typewritten</p> <p>_____</p> <p style="padding-left: 20px;">Title</p>	<p><b>TENANT BROKER:</b></p> <p>(x) _____</p> <p>By _____</p> <p style="padding-left: 20px;">Print or Typewritten</p> <p>_____</p> <p style="padding-left: 20px;">Title</p>
--	---	---

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

*Please initial Offeror acknowledgement on all pages of this submittal form:* \_\_\_\_\_