



**INVITATION TO NEGOTIATE
ITN No. 24-0031
Lease No. 900:0023
FOR
203,000-215,000 USF
Leased Office Space
Jacksonville, Duval County, FL**

REPLY DUE DATE: January 17, 2025

[SEE KEY ITN DATES – SECTION II, C]

Jason Atwood, Procurement Officer
Purchasing Department
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, Florida 32303

**FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 627.351(6)(e), FLORIDA
STATUTES, CONSTITUTES A WAIVER OF PROCEEDINGS**

This ITN, future amendments, notices, etc., related to the ITN will be available and accessible through Citizens' Vendor Information
Site link: <https://www.citizensfla.com/solicitations>

It is the responsibility of interested individuals to check the site for future postings under the ITN.

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DOCUMENTATION CHECKLIST

CITIZENS ITN 24-0031: Lease No. 900:0023 | Duval County

Submit the following documentation in the table below as part of the ITN Reply. Items submitted, which do not meet the specified requirements, may be determined non-responsive. Citizens reserves the right to waive minor irregularities in the replies.

☐	Two (2) original hard copies of this ITN and the Offeror's Reply with each page initialed by the Offeror by pen and ink (Pages 1-17).
☐	One (1) electronic copy of the pen and ink initialed copy of the Offeror's Reply on a USB drive in PDF format.
☐	Submittal Cover Page completed and Certification Form and signed by the Offeror (Pages 11-14).
☐	Attachment D – Disclosure Statement.
☐	Attachment G – Special Power of Attorney. If applicable, must be completed, executed by the Owner, and submitted with the Reply.
☐	Scaled as-built floor plan showing present layout with dimensions. <u>(Attach as Exhibit B to the Reply)</u>
☐	Disclosure of Other Direct or Indirect Interests (Attach as Exhibit C to the Reply)
☐	Documentation showing Offeror has control/owner of the proposed property (e.g., Recorded Warranty Deed) (Attach as Exhibit D to the Reply).
☐	Documentation of the Offeror's business registration with the Division of Corporations to conduct business in the State of Florida (Attach as Exhibit E to the Reply).

I. INTRODUCTION AND OVERVIEW

Citizens Property Insurance Corporation (hereinafter referred to as the “State”, “Citizens” or “Lessee”), is seeking detailed and competitive Replies to provide built-out office facilities and related infrastructure for occupancy for Citizens in Jacksonville, Duval County, FL. Detailed leased boundaries can be found in Attachment B.

Citizens is seeking an existing professional office space within the boundary on Attachment B of **203,000 to 215,000 usable square feet. An initial 10-year base rate submission**, with five 2-year renewal options is being proposed. Two five-year renewal options will be considered.

Citizens has authorized CBRE, Inc. (“CBRE” or “Tenant Broker”) to be its exclusive representative during this solicitation for space.

Competitive Replies can be submitted for consideration under this ITN for the lease of office space in an existing single building or multi-building professional campus. Alternatively, Citizens will consider a multiple building, single campus site Reply. To be considered an 'existing' building, the facility offered must be enclosed with a roof system and the exterior walls must be in place at the time of the submittal of the offer. The offered facility shall be of a condition that is suitable for renovations to meet the specifications of the ITN and shall not be subject to destruction. Citizens seeks to find current “2nd generation” office space potentially utilizing existing modular furniture and hard offices that can be repurposed to meet space needs without extensive modifications and renovations.

Citizens requires a lease commencement date of June 1, 2026, and prefers space that is, or can be, built out to the point that relocating staff can begin as early as March 1, 2026. Citizens will consider Replies for office space that meets the space requirements but may not be move-in ready until a later date but should be operational with ability to occupy no later than April 1, 2026. Your Reply must also include a \$35/SF Tenant Improvement (TI) allowance to provide required modifications post-occupancy. The landlord will be responsible for hiring the architect, general contractor, and all project management services. Should the entire (or a portion) of the TI allowance not be used, the rental rate shall be adjusted by the amount of the unused portion.

Through this ITN, Citizens intends to secure professional office space that aligns with the following goals:

- To provide a safe and secure work environment for Citizens’ employees and visitors.
- To prioritize the overall impact of the office location on Citizens’ employees.
- To obtain an office facility that supports team collaboration, professional development, operational efficiency, and policyholder service.
- To the extent practical, expedite the relocation of Citizens’ operations to a space that meets Citizens’ overall needs.
- To ensure the overall cost of the selected lease is reasonable and appropriate for the property that is determined to best meet Citizens’ overall needs.

The “Offeror” shall mean the individual or entity submitting a Reply to this Invitation to Negotiate (ITN), such Offeror 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/or Citizens. The term “Lessor” shall mean the successful Offeror.

NO CONTACT OR LOBBYING

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following Citizens’ posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch, or of Citizens, including the members of the Citizens Board of Governors concerning any aspect of this solicitation, except in writing to the Official Contact Persons or as provided in the solicitation

documents. Violation of this provision may be grounds for rejecting a response.

OFFICIAL CONTACT PERSONS:

Citizens has authorized CBRE, Inc. to be its exclusive representative during this solicitation for space. The listed contact persons are the only authorized individuals to respond to ITN comments and questions.

Inquiries and comments about this ITN should be directed to:

David Hulse, Broker
Subcontractor for CBRE, Inc.
E-mail: david@tbsfl.com
(850) 545-4990

With a copy to:
Jason Atwood, Procurement Officer
Jason.Atwood@Citizensfla.com

II. ITN INSTRUCTIONS AND GENERAL INFORMATION

Pursuant to section 627.351(6)(f), Florida Statutes, this ITN will be conducted in accordance with section 255.25(3)(a)3.a., Florida Statutes, and the protest procedures in section 627.351(6)(e), Florida Statutes, will apply.

A. REPLIES – SUBMISSION REQUIREMENTS

Complete written Replies are due by the date and time specified in Article II. ITN Instructions and General Information, section C. Key ITN Dates. Submissions must include two (2) original Reply's and one (1) electronic copy (on single USB storage device in PDF format and viewable in Adobe Acrobat Reader), in a sealed envelope or box with **"ITN No. 24-0031"** clearly marked on outside sealed envelope or box.

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

Jason Atwood, Procurement Officer
2101 Maryland Circle
Tallahassee, FL 32303

Note: Replies which are late, emailed, unsealed, missing, or faxed and Replies which are deemed by Citizens (in its sole discretion), to be substantially incomplete, inaccurate, vague, or illegible are not the responsibility of Citizens and will not be considered. Once received, all Replies and attachments shall become the property of Citizens 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. Any such questions or requests for clarification should be received in writing no later than the date and time specified in Article II., ITN Instructions and General Information, section C., Key ITN Dates. Answers to questions will be posted in accordance with Article II. ITN Instructions and General Information, section C. Key ITN Dates, and accessible through Citizens' Vendor Information Site: <https://www.citizensfla.com/solicitations>

Material clarifications, changes in specifications, dates, or any other information related to this ITN (as solely determined by Citizens) will be posted on the Vendor Information Site website along with this ITN.

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:

Date **	Time	Schedule of Events**
December 19, 2024		Date on which the ITN is advertised on the Vendor Information Portal
December 30, 2024	5:00 PM (ET)	Deadline for submitting questions, in writing, relating to this ITN. No further questions accepted after this date and time
January 06, 2024	5:00 PM (ET)	Anticipated date responses to written questions received relating to this ITN will be posted on the Vendor Information Portal
January 17, 2025	1:00 PM (ET)	Deadline for Receipt of Replies <i>LATE REPLIES WILL NOT BE CONSIDERED</i>
January 17, 2025*	1:30 PM (ET)	Opening of Replies THE PUBLIC OPENING FOR THIS SOLICITATION WILL BE AVAILABLE VIA MICROSOFT TEAMS: Meeting ID: 259 054 933 334 Passcode: CV6Dq7kP Dial-in by phone. +1 904-490-0703 , 780137949# United States, Jacksonville Phone conference ID: 780 137 949# Residents in the State of Florida who are hearing, sight or speech impaired, please contact Florida Relay at 1 (800) 955-8771 or via https://www.ftri.org/relay for assistance.
January 22, 2025, thru January 27, 2025	--	Anticipated time period for evaluation of Replies / Site Evaluations
January 28, 2025, thru February 27, 2025	--	Anticipated time period for negotiations
February 28, 2025	—	Anticipated Notice of Intent of Award posted on Vendor Information Portal
January 1, 2026	--	Anticipated Space Access / Move-In Date
June 1, 2026	--	Anticipated Lease Commencement Date
All Offerors are hereby notified that the meetings noted with an asterisk () above are open to the public. Although the public is invited <u>no comments and/or questions will be taken from Offerors or other members of the public.</u>		

****NOTE: All dates, times and locations are subject to change at the sole discretion of the Citizens.** Such changes will be posted on and accessible through Citizens' Vendor Information Site: <https://www.citizensfla.com/solicitations>. All times for this solicitation are Eastern Standard Time.

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

A. ORGANIZATION OF THE REPLY

This ITN is organized to allow the incorporation of the Offeror's responses on the Submittal Forms provided herein. 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. Citizens may reject Replies that do not follow the instructions, procedures and requirements included in this ITN.

Include the following items in the ITN Reply:

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

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

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

B. TERMS OF THE REPLY

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

C. COST OF DEVELOPING AND SUBMITTING THE REPLY

The Department of Management Services, Citizens, and the Tenant Broker will not be liable for any of the costs incurred by an Offeror in preparing and submitting a Reply.

D. REPLY IS BINDING FOR SIXTY (60) DAYS

In submitting a Reply, an Offeror agrees to be bound to the terms contained in that Reply for a minimum of sixty (60) days. Offered prices/rates should assume those terms apply, but Citizens/Tenant Broker reserves the right to negotiate different terms and related price adjustments if Citizens determines that it is in the State's best interest to do so.

IV. LEASE TERMS AND CONDITIONS

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

Certification Regarding Article IV, Lease Terms and Conditions to this ITN. I hereby certify that if the Proposed Space is selected by the Citizens, I acknowledge and agree to abide by all requirements and conditions contained therein.			
1.	<u>Description and Measurement of Proposed Space</u> Citizens is seeking 203,000 to 215,000 usable square feet of contiguous space. The type of space required is office space and related infrastructure. 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). Citizens and DMS reserve the right to independently verify the space measurement. ADA Requirements - Space must be renovated prior to Lessee’s occupancy, to conform to the requirements of the Americans with Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Offeror/Lessor shall be responsible for build-out, renovations, existing modular modifications and clean up and shall provide Citizens with a clean and ready-to-operate space. Offeror agrees to deliver an ADA compliant space and has listed the complete address and the proposed usable square feet (as defined in above) on the Submittal Cover Page:	☐ Yes	☐ No
2.	<u>Lease Commencement Date</u> Citizens requires a lease commencement date of June 1, 2026, with access to the space at least ninety (90) business days prior to the negotiated occupancy date for set-up of Citizens specific furniture and equipment. Access to the site for installation of any additional IT infrastructure not covered in the final Reply may be needed at any time during the build-out phase. Space is considered available for occupancy when the Department of Management Services and Citizens are provided with an official and permanent Certificate of Occupancy, an approved State Fire Marshal Final Inspection and Citizens has provided written approval of acceptance to the Lessor. Written approval of acceptance will occur as a result of a walk-through inspection with Citizens and Offeror/Lessor’s designated representatives. Offeror acknowledges and agrees that the Proposed Space will be available in accordance with the Commencement Date.	☐ Yes	☐ No
3.	<u>Term and Renewal Options</u> Replies must offer at least the term option outlined under (1) below and (2) is optional. (1) a ten (10)-year, initial term. Citizens will select the lease term for the proposed space that provides the best value. Citizens requires a minimum of five, two (2) -year renewal options. (2) a ten (10)-year, initial term. Citizens will select the lease term for the proposed space that provides the best value. Citizens requests a minimum of two, five, (5) year renewal options . Offeror acknowledges and agrees that the Proposed Space will be available to Citizens throughout the initial term and the renewal option periods as specified.	☐ Yes	☐ No
4.	<u>Full Service (Gross) Rental Rate</u> The Offeror shall provide Citizens with a full service (gross) lease structure. Therefore, the lease rate must include base rent, all taxes, all operating expenses (including, but not limited to, janitorial services and supplies, utilities, water, parking, insurance, interior and exterior maintenance, garbage disposal, recycling, and any amortization of required tenant improvements to the proposed space). There shall be no pass-through of additional expenses. The proposed full-service lease rental rate for each year of the initial term must be provided. Citizens is exempt from sales tax on all rent payments. Submitted lease rates are negotiable. Offeror acknowledges and agrees that the Proposed Space will be a Full Service (Gross) Lease.	☐ Yes	☐ No

5.	<u>Parking</u> Adequate parking for employees and visitors is mandatory. Citizens is seeking a minimum of 1,100 parking spaces (1,047 non-exclusive parking spaces and 60, exclusive parking spaces). Parking provided on a lot(s) fully controlled by the Lessor. Number of ADA Spaces to be included is as required by code. No additional cost for parking. Offeror shall notate on the Submittal Cover Page how many exclusive and non-exclusive parking spaces are being offered to Citizens. Parking access must be available 24 x 7. A. Ability to use adjacent open, accessible parking lots/space to hold periodic mock catastrophe events or other special corporate events at no additional charge.	☐ Yes	☐ No
6.	<u>Turn-key Build Out</u> Citizens 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. Existing 2nd generation space, furnished or unfurnished, that can be modified to meet the program needs is desired. Offeror acknowledges and agrees that the Proposed Space will be “turn-key” build-out in accordance with the specifications detailed in Attachment “A” following Citizens’ approval of an architectural layout provided by the Offeror/Lessor.	☐ Yes	☐ No
7.	<u>State Standard Lease and Addenda</u> Attachment “C” to this ITN is the State’s required lease agreement form (and related addenda) which contains the general terms and conditions required by the State of Florida. The use of this form is required; no other form will be accepted. Other terms and conditions may be required by the State of Florida to consummate a transaction. Each Offeror should review this form in its entirety. Offeror acknowledges review of the lease agreement form contained in Attachment “C” and that the form (including all terms, conditions, and addenda) is acceptable should the Proposed Space be selected by Citizens. Citizens requires a down-sizing option that may be executed on or after the completion of the first five (5) years of the initial base term, with no penalty. The down-sizing option should be no less than 15% of the total leased space and areas identified will be mutually agreed upon.	☐ Yes	☐ No
8.	<u>Commission Agreement</u> Attachment “H” contains the Commission Agreement form. The Offeror should review the Commission Agreement. Offeror acknowledges and agrees to execute and be bound by the Tenant Broker Use and Commissions Agreement.	☐ Yes	☐ No
9.	<u>Attachments</u> This ITN contains numerous Attachments and Addenda, each of which is an integral part of this ITN. The forms are required, as applicable. A sample of each Attachment and Addenda is included in this ITN. The Attachments include the following: Attachment A: <u>Citizens Space Requirements</u> – This outlines the various anticipated space needs for Citizens and the program areas that will be housed in this facility. Attachment B: <u>Lease Boundary Map</u> – lease location parameters. Attachment C: <u>Lease Agreement</u> – the State lease form is provided to give the Offeror a general understanding of some of the terms and conditions required by the State should a lease be consummated. No changes to the form or language are permitted. The following Addenda are included in the original lease agreement upon execution: - Janitorial and Maintenance Services - Air Quality - Reply Submitted by Lessor Attachment D: <u>Disclosure Statement of Ownership</u> – required to be completed and signed by the awarded Lessor upon lease execution.	☐ Yes	☐ No

	Attachment E: <u>State Fire Marshal Procedures</u> – provides general directives with regard to the Offeror’s compliance with the Division of State Fire Marshal. Attachment F: <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. Attachment G: <u>Special Power of Attorney</u> – this attachment is required, if submitting on behalf of the owners. Attachment H: <u>Commission Agreement</u> – this attachment provides for Offeror’s agreement of the Tenant Broker as agent for Citizens. Should an Offeror’s space be selected, the Offeror will, to the extent applicable, be required to adhere to the terms and conditions contained in all Addenda and Attachments and/or shall be required to complete/provide the information required in any such Attachment. Offeror acknowledges that he/she has reviewed and understands each of the Attachments and Addenda to this ITN and the directives contained in this section.		
10.	<u>Permitted Use by the State</u> Citizens’ permitted use for the location will be for office space, unless specifically designed for other use, such as storage, as identified as optional space needed for special equipment storage. Offeror agrees and acknowledges that the use of the Proposed space as described above is acceptable and that is in full compliance with all current zoning requirements, regulations, laws and ordinances, etc.	☐ Yes	☐ No
11.	<u>Energy Star Rating</u> The State requires, wherever possible, that leased space be in an Energy Star rated facility. The proposed Facility does not have to be Energy Star rated to be considered. Does this facility meet standards of an Energy Star building as determined on the following website: https://www.energystar.gov/buildings/benchmark?s=mega? If so, provide the Energy Star rating for this building: _____	☐ Yes	☐ No
12.	<u>Disclaimer</u> This is an Invitation to Negotiate. Nothing contained herein shall be deemed an offer to lease, and Citizens reserves the right to negotiate with all or none of the Offerors in its sole discretion. Please note that Citizens has the right, at any time during the process, to reject any and all Replies that are not, in Citizens’ sole discretion, in the best interests of the State. Citizens have the exclusive right to determine what constitutes an irregularity in a Reply and whether to waive and/or cure it. This ITN is neither an offer, contract, nor agreement of any kind. Neither Citizens 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 Citizens. 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 Citizens at any time. Offeror understands and agrees with the Disclaimer set forth in this section.	☐ Yes	☐ No

13. **Exhibit C: Disclosure of Direct or Indirect Financial Interests:** Please create and attach as Exhibit C a narrative which identifies and describes the direct and/or indirect financial interests contained within or related to your Reply. If your Reply is indirectly subsidized or is otherwise based upon financial incentives from any individual, entity or organization, other than from the Offeror, identify and describe such incentives and financial interests within Exhibit C. If the Offeror has an interest in any real property, other than the offered property, that may be impacted by the outcome of this ITN, identify all such property and describe these potential impacts within Exhibit C. If the Offeror’s Reply contains none of the forgoing direct or indirect financial interests please confirm this within Exhibit C.

CITIZENS ITN No. 24-0031– Submittal Cover Page
10-year Base Term with five 2-year Renewal Options (REQUIRED)

Offeror's Information			
Offeror's Contact Name:		Title:	
Company:		FEID or Social Security Number (SSN):	
Address:		City/State/Zip:	
Phone Number:		Email:	
Reply Information			
Address of Proposed Space:			
Street	City	State	Zip
Usable Square Feet in Proposed Space: _____			
Requested Parking: 1,107		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.			
Base Term	Rate Per Square Foot	Total Annual Rental	
Year 1	\$	\$	
Year 2	\$	\$	
Year 3	\$	\$	
Year 4	\$	\$	
Year 5	\$	\$	
Year 6	\$	\$	
Year 7	\$	\$	
Year 8	\$	\$	
Year 9	\$	\$	
Year 10	\$	\$	
TOTAL	\$	\$	
Option Renewal Terms	Rate Per Square Foot	Total Annual Rental	
Year 11	\$	\$	
Year 12	\$	\$	
Year 13	\$	\$	
Year 14	\$	\$	
Year 15	\$	\$	
Year 16	\$	\$	
Year 17	\$	\$	
Year 18	\$	\$	
Year 19	\$	\$	
Year 20	\$	\$	
Total	\$	\$	

Annual	
Net Rate per square foot – Year 1	\$
Utilities/SF/Year	\$
Janitorial/SF/Year	\$
Total Cost/SF/Year – Year 1	\$

Other Information	
Annual Escalation	
Total TI \$	\$35/SF
Interest Rate %	

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 Citizens at the time of initial occupancy.

10-year Base Term with two 5-year Renewal Options (Optional)

Offeror's Information			
Offeror's Contact Name:		Title:	
Company:		FEID or Social Security Number (SSN):	
Address:		City/State/Zip:	
Phone Number:		Email:	
Reply Information			
Address of Proposed Space:			
Street	City	State	Zip
Usable Square Feet in Proposed Space: _____			
Requested Parking: 1,107		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.			
Base Term	Rate Per Square Foot	Total Annual Rental	
Year 1	\$	\$	
Year 2	\$	\$	
Year 3	\$	\$	
Year 4	\$	\$	
Year 5	\$	\$	
Year 6	\$	\$	
Year 7	\$	\$	
Year 8	\$	\$	
Year 9	\$	\$	
Year 10	\$	\$	
TOTAL	\$	\$	
Option Renewal Terms	Rate Per Square Foot	Total Annual Rental	
Year 11	\$	\$	
Year 12	\$	\$	
Year 13	\$	\$	
Year 14	\$	\$	
Year 15	\$	\$	
Year 16	\$	\$	
Year 17	\$	\$	
Year 18	\$	\$	
Year 19	\$	\$	
Year 20	\$	\$	
Total	\$	\$	

Annual	
Net Rate per square foot – Year 1	\$
Utilities/SF/Year	\$
Janitorial/SF/Year	\$
Total Cost/SF/Year – Year 1	\$

Other Information	
Annual Escalation	
Total TI \$	\$35/SF
Interest Rate %	

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 Citizens at the time of initial occupancy.

V. CERTIFICATION

Each Reply must be signed by the owner(s), corporate officers of the owner, or the legal representative(s) of the owner in the format provided below. 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 reply in its entirety.

Offeror's Name

FEID or SSN of Prospective Offeror

(Authorized Signature)

Relationship to Owner

THIS SPACE LEFT INTENTIONALLY BLANK

VI. REPLY EVALUATION & NEGOTIATION PROCESS AND REPLY EVALUATION CRITERIA

Reply Evaluation and Negotiation Process: The ITN is divided into two phases: the evaluation phase and the negotiation phase. During the evaluation phase, Replies will be evaluated and ranked using the Evaluation Criteria below. Based on the evaluation criteria and ranking of the Replies, Citizens, in its sole discretion and with CBRE's advice and counsel, will determine a competitive range of Offerors to be invited to the negotiation phase. During the negotiation phase, CBRE will negotiate on Citizens' behalf and with Citizens' advice and counsel as its exclusive representative to negotiate with Offerors.

Replies that do not meet all requirements, specifications, terms, and conditions of the ITN or fail to provide all required information, documents, or materials may be rejected as nonresponsive. Offerors whose Replies or current status do not reflect the integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. Citizens reserves the right to determine which Replies meet the requirements of this solicitation and which Offerors are responsive and responsible.

A. Evaluation Phase

Replies will be evaluated on the evaluation criteria below. Replies will be ranked based on the total score of each Reply. The ranking of the replies will be used solely to determine which Offerors, in Citizens' sole discretion, and with CBRE's advice and counsel, are within the competitive range and will be invited to negotiations.

- Location:

Overall consideration of the location of the building(s) as it relates to: (a) accessibility to the proposed building(s) and lease space from the parking, (b) single tenant vs multi-tenant (other lessees), (c) single building vs campus building setting, (d) surrounding neighborhood ambiance, (e) adjacent businesses, (f) available amenities within both walking and driving distance, (g) commuting patterns, (h) continuity of operations considerations, (i) overall safety and security of the surrounding area, and (j) convenience of employee commute including ease of access from main roads and/or highways.

Maximum points: 30

Overall consideration of parking characteristics and warehouse storage: (a) parking for at least 1,047 spaces to accommodate staff and clients and at least 60 exclusive parking spaces (1,107 spaces minimum) Space/storage facility for related Catastrophe response equipment and vehicles (approximately 6,000 sq ft) (b) exclusive vs non-exclusive, (c) contiguous vs non-contiguous, (d) covered vs non-covered parking, (e) walkway to building enclosed vs covered vs non-covered, (f) overall safety and security of parking environment.

Maximum points: 10

- Property Configuration and Condition:

The extent to which the offered space and overall building is designed to an efficient layout and good utilization of space. Examples of areas to consider may include floor plate efficiency, overall appearance and cleanliness, availability amenities, restrooms, flexibility of layout, building age, signage, lobby access, elevators, stairwells, flood zone designation, and building ownership and management team supporting lease.

Maximum points: 15

The extent to which the building has been maintained, without noticeable existing issues or deferred maintenance, such as the age of the roof, window type and condition, age and type of HVAC systems,

thermostat controls, internal lighting, automated building systems, recent upgrades, emergency power/generators Note: Offeror may be required to provide information about the condition of the building components and systems and disclose maintenance records.

Maximum points: 15

Ability for existing infrastructure and proposed space to support IT requirements noted within the ITN.

Maximum points: 10

- **Rental Rates:**

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

Maximum points: 15

Rental rates for renewal terms of lease.

Maximum points: 5

Note: The discount rate used for this ITN is **4.17%**. The Offeror with the lowest total annual cost for the base term and optional renewal term will receive the maximum points available. All other Offerors will receive a percentage of the available points when compared with the lowest Offeror.

B. Negotiation Phase

Citizens, in its sole discretion, and with CBRE's advice and counsel, will determine a competitive range of the Offerors to be invited to negotiations. Negotiations will be conducted in accordance with the rights reserved in section C below. When conducting negotiations and selecting an Offeror for award, Citizens will not be bound by the evaluation phase scoring or ranking of the Replies, but such scoring and ranking may be utilized by Citizens as a resource.

Prior to final negotiation by CBRE and selection of a Reply or Replies for lease signature, a "test fit" of the Proposed Space relative to the need may be required, the expense of which will be borne by the Offeror. The final floor plan (if Offeror is selected for Award) will be as described in the specifications included herein or as otherwise negotiated with Citizens.

C. Reservation of Rights

Citizens, in its sole discretion, may take any of the following actions and decide the scope and manner of such actions in the evaluation and/or negotiation phases:

- a) Seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation/negotiation of Replies.
- b) Determine whether a Reply contains an irregularity or deficiency, whether an irregularity or deficiency is material, and whether to waive a irregularity or deficiency or to allow an Offeror to cure an irregularity or deficiency.
- c) Require Offerors to make a presentation, provide additional references, provide the opportunity for a site visit, etc. Citizens 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 the requested information may result in rejection of the Reply.

- d) Negotiate concurrently or sequentially with any Offerors.
- e) Schedule additional negotiation sessions with any or all Offerors.
- f) Require any or all Offerors to provide revised Replies and/or written Best and Final Offer(s).
- g) Require any or all Offerors to address terms, prices, or conditions offered by any other Offeror.
- h) Finalize contract terms and conditions with any Offeror at any time.
- i) End negotiations with any or all Offerors at any time, regardless of the status of or schedule of negotiations, and continue with other Offerors, or not continue with any Offerors.
- j) Conclude negotiations at any time and proceed to contract(s) award.
- k) Reopen the negotiations with any Offeror.
- l) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- m) Request the assistance of and use subject matter experts.
- n) Review and rely on relevant information contained in the Replies and information that is publicly available or created or obtained by a government entity or information that is otherwise known to Citizens or CBRE.
- o) Request pricing options different from the initial pricing provided by the Offeror.
- p) Request business references and materials related to a reference check.
- q) Contact Offeror's customers or other entities with information relevant to the Offeror's responsibility, experience, and/or ability.

Any reservation or listing of reservations of Citizens' rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of Citizens in conducting this ITN. In addition, Citizens reserves the right to reject any and all Replies.

D. Award

If Citizens awards a contract(s) resulting from this ITN, Citizens will award the contract(s) to the Offeror(s) that, in Citizens' sole discretion, provides the best leasing value to Citizens based upon factors including, but not limited to, alignment with the goals of this ITN as described in Article I, Introduction and Overview, and the factors enumerated in section 255.248(1), Florida Statutes. Citizens reserves the right to withdraw or cancel the procurement at any time, to amend its notice of intent to award, or to re-open negotiations with any Offeror any time prior to the execution of the contract.

Citizens reserves the right to award multiple contracts for all or part of the scope of this ITN; divide the scope of this ITN among Offerors; award a contract for less than the full scope of this ITN; or reject all Replies.

Attachment A:

Citizens' Space Requirements

Offices and Rooms

Space to be built out to accommodate the **approximate size and number** of offices/rooms listed below. **The Offeror shall provide to scale as-built drawing of the proposed space defining what internal structure a scale as-built drawing of the proposed space defining what internal structure, if any,**

Number	Type	Size Each	Net Sq/Ft	Special Requirements
Personnel Support Area (estimated projection)				
6	Executive Office	225	1,350	Insulated for sound
72	Window or Interior Office	150-180	12,960	Window offices preferred
130	Interior Office	120	15,600	
899	Workstations	60	53,940	6 x 8 cubicles, includes visitor spaces
1,107	Total Individual Workspaces		83,850	
	Circulation Space at 35%		29,348	
	(Est.) Total Personnel Space		113,198	
Standard and Specialized Support and Collaboration Areas				
1	Reception and lobby area	300	300	Combination reception and waiting area for visitors; limited access and potential security requirements
TBD (est.10)	Telecommunications Rooms (TR)	200	2,000	Specialty Space (# of rooms needed will be based on layout/# of floors/buildings proposed)
5	IT Labs (AV, Computer, Desktop Eng, I/O, Security)	300-500	2,500	Specialty Space (# of labs needed will be based on layout/# of buildings proposed)
1	ITAM Secured Storage	1,700	1,700	Specialty Space (Transitional storage for equipment as assets are processed in/out – 1 st floor preferred)
2	Storage – Specialized IT – Secured (Receiving & Workroom)	200	400	Specialty Space
1	VILT Studio	300	300	Specialty Space
1	Training Room (Computer Lab - Large)	1,250	1,250	Specialty Space (Computer Lab Style Training Setup)
4	Training Rooms – Medium	850	3,400	Specialty Space (Lecture Style Training Setup – Prefer same floor and contiguous or adjacent)
1	Training Rooms - Small	600	600	Specialty Space
6	Specialized - IT Agile Stations	600-700	4,200	Specialty Space
1	ITAM storage on main IT BU floor	1,000	1,000	Closed and secure space to store assets such as laptops, monitors, keyboards etc.
1	Main equipment room	850	850	Specialty Space: Closed and secure space for network gears (Citizens to provide), cables, HVAC unit, Specialized power
1	IT Tech Services / TSC	500-600	600	Closed and secure space for IT Helpdesk team to work TSC tickets and calls
1	IT Computer Lab - TSC Staging area	300	300	Closed and secure space with shelves to have equipment ready for deployment
1	Desktop engineering Lab	500	500	Closed and secure space for desktop

				engineers to test and image new laptops or Windows version. Also includes storage for MiFi devices and Corporate issued Smartphones.
1	Telecom/AV lab and Storage	800	800	Closed and secure space for Telecom/Audio Visual equipment and support professionals
4 to 6	Agile Pods / Team Pods	700 per Pod	4,200	Open collaboration space for team of 10-12 members
1	Security Lab	350	350	Closed and secure space for Security Operations incident response and forensics (network and off network internet connections required – Citizens to provide)
18	Open/Alcove File Areas	100	1,800	Designated space between/adjacent to business units
18	BU individual Storage	150	2,700	Size may vary per BU but avg storage for specialized supplies, marketing materials, etc. Lockable
10	Break rooms areas	300	3,000	# depends on bldg. layout. Will house microwave, refrigerator, ending, ice machine, industrial coffee maker
10	Large Conference Room	700-800	8,000	Specialty Space (10-16 person)
10	Medium Conference Room	500-700	7,000	Specialty Space (6 -10person)
10	Small Conference Rooms	300-500	5,000	Specialty Space (0-5 person)
1	Evidence Room	200	200	BU Specific; secured
10	Open Team-Collaboration Area	200- 400	4,000	Defined work areas/zones for team collaboration
1	Facilities Enrollment area	75	75	Shared workspace for producing badges
2 to 4	Mothers Room	100	400	Plug for refrigerator; Secured
12	Copy/Repro Room (# of spaces may vary depending on floors and layout of building.)	100	1,200	Small alcoves or niches; dedicated and isolated electrical outlets to support; work surface
4	Facilities – supply, inventory and equipment storage	500	2,000	# of separate rooms depends on layout and building; Shelving, VCT flooring
1	Mock Trial Room	700	700	
1	Mail Services Room	2,000	2,000	Houses specialized heavy duty equipment requiring special electrical/dedicated circuits; heavier heat load; houses staff, specialized workstations and layout requirements to maximize efficiency
1	MICR Printer/Inserter Room	800	800	Houses specialized heavy duty equipment requiring special electrical/dedicated circuits; heavier heat load; houses staff (sf accounted for in personnel area); specialized workstations and layout requirements to maximize efficiency
1	Photo/Video Production Room	800	800	Special lighting, acoustical considerations, insulation of shared walls.
1	Remittance Processing	850	850	“Fishbowl” style work area for easy visibility of work; specialized equipment with venting and heat load considerations
1	Remittance Processing	300	300	Scanning Area; contiguous to “fishbowl” area and layout requirements to support production process.
1	HR Files and e-file production	200	200	

	area			
170	Total Support and Special Use Space		66,275	
Estimated Total Usable SF Office Space (Personnel, Support, Special Use, plus Circulation Factor)			202,670 – 215,000 sf – estimated space need (final dependent on layout, footprint, # of floors, # of buildings, etc.)	
1	Warehouse Storage (Required)	5,000-6,000	6,000	Preferred On-site or reasonable distance off-site clean, secured warehouse space to house Large Cat Ops Emergency Response Vehicles, Specialized door height, width, 24 x 7 access
	Non-Office Warehouse Space		6,000	

NOTE: Restrooms (unless Citizens has exclusive rights), mechanical rooms, janitorial closets, stairwells, etc., are NOT to be included in calculating net usable square footage proposed.

Restrooms:

If single tenant, exclusive use of men's and women's restroom throughout the facility is required. The number of restrooms and stalls must be compliant with the building and accessibility code as required by local and state government. At least one-unisex restroom is preferred.

Provide hand towel dispensers in employee restroom. All toilets shall be commercial grade power flush. Ceramic Tile shall be installed on the floor in all employee restrooms. Employee restrooms must meet the requirements of the accessibility Requirements of the Americans with Disabilities Act of 1990.

Each restroom shall have hand-dryers in the restrooms. Touchless fixtures (sinks, toilet flushers) are preferred. All female water closet areas shall include a sanitary napkin disposal receptacle. All water closets shall have **sanitary toilet seat covers and commercial toilets.**

Note: Must meet requirements of ADA Accessibility Requirements Manual.

Floor Plans:

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

Design: preference is for layout to maximize the number of exterior window offices and provide natural lighting where possible throughout the space.

Doors: all doors shall be lockable and keyed to one single master. Solid core doors are preferred to reduce noise overflow. The reception area, conference rooms and individual offices must have an insulated acoustical barrier such that voices coming from either room cannot be heard in the other room.

Monthly Construction Meetings:

During the course of renovations, **if necessary**, mandatory progress meetings will be held at the construction site. Video/Teams meetings may be an acceptable alternative to being on-site for each meeting given the timeline may require more frequent project meetings. A Citizens representative and Landlord representative will coordinate and co-chair these meeting if applicable. meeting. The lessor and contractors shall present updates on the project status, advise of any concerns with deliverables that could cause delays, present value engineering opportunities, and communicate any other applicable topics that could impact the project budget or timeline.

Occupancy:

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

- A. All installations are operational and complete;
- B. A letter of acceptance has been signed by Citizens;
- C. Consideration of any rent concessions and/or free move-in period.

Fire Prevention:

Lessor shall conform to all requirements of the State Fire Marshal and shall obtain pre-occupancy inspection and comply with any local or state requirements for inspection and prevention.

Heating, Ventilation and Air Conditioning:

Provide sufficient climate control units with adequate ductwork, registers, and grills sufficient to uniformly cool and heat the entire leased area. (split HVAC in LAN room) Unit(s) should be equipped with automatic thermostat(s) fitted with tamper proof covers or lock-out controls that can be system managed. Temperatures will be maintained to achieve an average zone temperature of 74 degrees Fahrenheit. Control thermostats will be located in areas to achieve proper zone temperature and should be tested and balanced prior to occupancy to ensure renovations or space modifications have been properly incorporated.

VAV zone boxes shall maintain a minimum air flow (circulation) of at least 25% after the zone temperature reaches its set point (if applicable). Outside fresh air intake vents, dampers, automatic controls, and power-driven systems for fresh air (if applicable) shall be fully operational according to design specifications (Not closed off). Carbon dioxide monitors (if applicable) shall be calibrated every 3 years at a minimum.

Buildings or spaces older than 20 years, where ductwork has not been retrofitted, with ridged air conveyance ductwork (lined or non-lined on the air side), turning vanes, operational control systems on the air side, air handlers that are to remain in place, shall be thoroughly inspected for excessive buildup of dust and contaminants (i.e., mildew, mold fungi, etc.) by the firm performing the test and balance of the space or building. If excessive buildup of dust, dirt or contaminants is present, the lessor shall contract at his expense with a licensed mechanical firm to have the ductwork, all interior control surfaces, turning vanes, registers, grills and the interior of the air handlers cleaned properly. HVAC systems with lined duct work must be free of worn lining debris.

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

The lessor shall inspect all air handler coils (all layers), condensate drain pans, condensate drainpipes, cooling towers (if applicable), gaskets, or couplings for microbial growth and buildup, due to normal operating conditions, standing water caused by clogs, leaks, etc., on a regularly scheduled preventive maintenance plan that aligns with warranties, manufacture recommendations and general best practices. Lessor shall immediately correct any and all problems to current standards with due diligence to prevent possible health problems related to the HVAC system and its operation. Fresh air intake vents shall be inspected for any microbial growth, buildup of dirt and thoroughly cleaned, if necessary. Filters (if applicable) on fresh air intake vents shall be cleaned or replaced in accordance with warranty and manufacturer recommendations and all service records shall be maintained by the lessor.

Indoor Air Quality Testing:

Lessor shall provide fresh air intake of 20 or more cubic feet per minute per person, as recommended by ASHRAE (the American Society of Heating, Refrigerating and Air Conditioning Engineers). Incoming fresh air to be pre-conditioned (filtered, moisture removed, heated, or cooled). Interior humidity's shall not exceed 60% relative humidity. The building envelope shall be maintained to a positive pressure to prevent moisture intrusion that may result in micro biological and fungal growth on surfaces, furnishings, or interstitial spaces.

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 CIAQP (Certified Indoor Air Quality Professional); CIEC (Certified Indoor Environmental Consultant); CIH (Certified Industrial Hygienist); or P. E. (Professional Engineer), whose primary business and focus is indoor air quality/environment to determine the cause 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 at their expense and reimburse Citizens for the costs of conducting such IAQ test(s).

Painting and construction conducted under occupancy should have ventilating and other safety conditions in place so that conditions will not result in indoor air quality complaints.

Security Requirements:

- A. All outside doors shall be equipped with dead bolt or dead-latch locks and panic hardware. Doors that are considered main entrance, or employee entrance shall be equipped with a card swipe lock system, to allow tenant to manage access and cards. Preference for system to be compatible with existing Citizens' system to allow for existing badges to be used. The Citizens card access system is comprised of Identiv equipment using the Identiv Velocity 3.8.4 software version and HID ISOProx II cards.
- B. All interior office doors shall have key lockable locksets, turn-latch or push button on backside, master keyed. Specific locations of these locks will be assigned by Citizens' representative upon space-planning. If there are no common area restrooms in the building, all restrooms must also have lockable locksets.
- C. All Lan room doors and network/data room doors will be outfitted with same card swipe lock as main leased space.
- D. All opening outside windows shall have interior locks.
- E. Night illumination is required at all outside doors and all parking areas (minimum of 2 foot-candles) from dusk until dawn every day.
- F. Provide keys to all locksets in accordance with a master keying system acceptable to Citizens. Provide 4 master keys and a minimum of 2 keys for every lockset within the leased space.
- G. Doors leading from the reception area/main entrance into the office area must be secured and equipped with both keycard access and a buzzer-like entry system to be controlled by the reception staff. This design may be negotiable depending on the building layout and use of common areas among other tenants.
- H. Provide a video surveillance system to cover all exterior door access and main entrances to the leased building /space. If no existing video system is in place, Lessor agrees to allow Lessee to install own system at Lessee's expense.

Signs:

- A. Interior identification:
 - 1. Lessor will provide interior main directory showing location of all programs, conference rooms, etc. Provide directory signs on each floor and in entrance suites showing programs and/or room use. Provide directional signs as required. The style, type, color, and format of all signs shall be mutually agreed upon between Lessor and Citizens.
 - 2. Other ADA compliance raised letter signs with Braille shall be provided to identify all restrooms (handicap symbol on restrooms for person with disabilities), conference rooms, mechanical equipment, and other special use rooms. All rooms and/or offices are to be numbered consecutively.

B. Exterior identification:

1. Citizens shall have the option to require signage on or near the building exterior to be provided by the lessor. Sign lighting encouraged.
2. Lessor is to provide vinyl lettering on all exterior entrance doors if identified as a requirement by Citizens.
3. Signage to be mutually agreed upon during negotiations.

Note: All signs must meet the requirements of ADA Accessibility Requirements Manual and are to be maintained by lessor.

Refrigerated Drinking Fountains:

Any refrigerated drinking fountains within the proposed space must be compliant with all local and state requirements.

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

- A. Lead and copper in drinking water: Prior to occupancy, the lessor shall provide results of tests, by an HRS certified laboratory, of water from every drinking fountain and any breakroom sinks in proposed space. The water shall be first draw, preferably the first thing in the morning, but after at least six (6) hours of settling without use.
- B. If the test results show the plumbing system or water cooler contributes more than .015 milligrams per liter net lead level, or more than 1.3 milligrams per liter net copper level, Citizens may require the plumbing and/or cooler to be repaired or replaced immediately at Lessor's expense. These limits are specified in Chapter 17-550 of the Florida Administrative Code and are subject to revision.

Floor and Wall Coverings:

If deemed necessary, new carpeting will be installed prior to acceptance of the leased space. All individual office spaces and conference rooms shall have at least 26 face weight loop commercial grade anti-soil carpeting to benefit acoustics, comfort and minimum maintenance in cleaning. **Lounge/Break Room areas, reception areas, entrance, exits, main hallways and restrooms will be ceramic tiled, or wood plank type flooring** unless otherwise agreed to by Citizens. Carpeting shall have UM-44D, ASTM D 3674-81/UM-44D, fire and 3.5 kilovolts electrostatic conductivity rating. Any replacement floor or wall coverings shall be approved by Citizens prior to installation. All vinyl and carpeting shall be a color and by a manufacturer acceptable to Citizens, which will choose from an assortment of at least three samples provided by the lessor. Carpeting shall be treated to reduce staining.

Floor mats/runners should be placed at all exterior door entrances and exits.

Window Covering:

Exterior windows shall have blinds to facilitate filtering of sunlight and energy control.

Windows-Doors:

Exterior windows shall be properly sealed to prevent loss of heating and cooling and should be free of stains, clouding, and fogging, etc. to ensure the view is clear and unobstructed.

Lighting:

- A. Citizens prefers LED lighting throughout all leased space with the minimum lighting level of:
10 foot-candles - halls and corridors, etc.
30 foot-candles - other public areas
50 foot-candles - offices, conference rooms, etc. 50 foot-candles - computer rooms
(Measured with a General Electric type 214 Light Meter)
- B. Interior lighting must include emergency lighting for security and safety. All emergency lights shall have battery packs and be tested monthly.
- C. All lighting replacement and maintenance is the responsibility of the Lessor.

Furniture Requirements:

General Office Furniture:

Given Citizens is seeking the use of second-generation space to minimize the cost to prepare a new office, Lessor to provide use of all existing modular and hard office furniture if it meets Citizens’ requirements. If awarded the contract and existing furniture is not accepted by Citizens, it must be removed at Lessor’s expense.

Citizens will provide furniture for all leased space if there is no existing furniture offered and Lessor is unable to provide. This will include modular systems furniture.

Electrical Requirements:

Lessor shall provide:

- A. Three (3) duplex receptacles per office, maximum three (3) offices per circuit;
- B. Three (3) dedicated circuits for each breakroom;
- C. Class “B” surge protection on all 120/208 circuit break panels;
- D. Dedicated 20-amp circuits as required for printers, copiers, etc. ground resistance test to assure less than 5 ohm or better;
- E. Building must comply with National Electric Code latest edition at the time of occupancy;
- F. 20-amp circuit required for every six (6) modular workstations. All electrical to support modular systems, existing or if purchased new by either party, to be included in scope of work provided by Lessor.

Wiring Installations:

Successful bidder shall be required to provide at a minimum the data wiring within the demised space as per the below specifications:

The installation shall include at least one (1) station data wire runs (category 6 unshielded twisted pair) to each permanent office location and modular workstation. a. Locations specified for a Multifunction device shall include two (2) station data wire runs (category 6 unshielded twisted pair) per device. All data runs to modular workstations and shall be pulled in the wiring track provided on the modular systems. All pairs from the station wires shall be terminated in each office or workstation on a RJ45 jack and face plate. These station wires shall be terminated in the jack assembly following the standard T568B Pin Assignments configuration for data and standard color configuration for voice. All station wires shall be certified, tested, and clearly labeled at both ends with the station number.

Station wires shall be home runs from the RJ45 wall jack location to the telecommunications room. There shall be two (2) feet of slack in the cable at the office end. Slack cable shall be pulled and suspended into the ceiling when installing the wall jack assembly.

All data and voice station wires will be terminated following the standard 568B configuration on 48-port RJ45 110 Category 6-Certified patch panels which will be rack mounted.

Rack and Patch Panel Requirements

4-POST NETWORK RACK (Equipment)	Panduit R4P36CN
2-POST NETWORK RACK (Non-Equipment)	Panduit R2P6
HORIZONTAL WIRE MANAGER	Panduit NMF2
VERTICAL WIRE MANAGER	Panduit PEV8, PED8
CAT 6, PATCH PANELS	Panduit DP48688TGY
RJ45 JACK, CAT 6	Panduit CJ688TG^Y

All station wires shall be certified, tested, and clearly labeled at both ends with the station number. All station wires shall be placed in ceiling using wire management system components to ensure that all wire runs are grouped and suspended throughout their destination and shall meet all local permitting authority requirements for low voltage wiring, including permitting and installation by a licensed contractor to perform such services in the service area.

After the award, rack patch panel and equipment installations will be identified for Telecommunications Room racks.

All communication drops shall be marked on the blueprints for the demised space and submitted to Citizens for review and approval prior to installation.

Cable installed in ceiling spaces shall be UL listed as to type CMP or UL classified as to having adequate fire-resistance and low-smoke producing characteristics per NEC Article 800-3(B)(2). Any cable run which enters masonry and/or masonry walls shall be in 1/2-inch conduit. Any cable run penetrating a fire wall shall be in conduit and packed with fire stop caulking, according to local fire codes. All conduit ends shall have plastic end caps to guard against sharp edges. All cable runs shall be continuous. No splices of cable shall be allowed.

Additional line installations not specified in this section shall be indicated on the blueprint as to their termination points. These lines will be installed technically equivalent to those installed in the permanent and modular office locations and will require a Dual Modular Wall Jack. Note: May require only a Single Modular Wall Jack.

Main Equipment Room:

There shall be a tile floor communication room designated for both voice and data communications. At a minimum, the room shall be of sufficient size to accommodate the telecommunications rack, any server(s) (if applicable), dedicated HVAC equipment to serve the LAN room, and any other necessary equipment identified during initial site visits. There shall be a minimum of a 36-inch (3 foot) clearance to allow network equipment placement and access.

The telephone Company entrance cable shall be terminated in the communications room and extended to a 66-style punch block.

One #6 AWG ground wire solid copper insulated and bonded to the building ground electrode or ground window must be provided in the communications room.

Provide two (2) quadruplet receptacles 120-volt 20 amp on each wall of this room.

The telecommunications data circuit demark shall be extended to the CITIZENS Main Equipment room. This demark extension requirement includes both data and POTS voice. Should the service demarks be in different locations in the building they will likely need to be extended. The successful bidder shall be responsible for terminating all lines to the rack from the demark location. The successful bidder shall also be responsible for providing the conduit to extend the service to all CITIZENS' communication rooms.

All of the electric circuits in this room should have isolated ground, orange outlets. A minimum light intensity level of 70-foot candles is requested for this room.

Entry into the room shall be through a security enabled door at least 36 inches wide and shall only be accessible from the leased area. The entry door should be locked utilizing a mechanical numerical (keyless) lock.

The Main Equipment room shall be served by a dedicated HVAC system, to be dust free and shall be in a location where electromagnetic interference is minimal to ensure a controlled environment. Space is to be temperature & humidity controlled: 74 °F – 84 °F; ± 45%RH 5. If the dedicated HVAC is a self-contained system

with a heat exhaust, the exhaust shall not be ventilated into the room.

In the Main Equipment room there shall be a plywood backboard, 4 x 8 feet by 3/4 inches mounted on the longest unobstructed wall 36" above floor level. The plywood shall be affixed in such a manner that it will support the weight of the cable, terminals and other equipment that will be attached to it. The plywood backboard shall be treated with fire retardant material.

Note: Locations offering multiple floors or in multiple buildings, one or more additional equipment rooms may be required although the size of the room shall be as agreed. Where required by design, optical fiber backbone cabling will terminate (at each end) onto duplex-LC fiber bulkhead assemblies within rack mounted fiber enclosures. Fiber74 enclosure will be installed at the top of the designated Citizens equipment rack and will have 25% spare capacity for future use.

Specialty Spaces:

Data and power requirements for all defined spaces shall be provided during the design and development phase.

Warehouse Storage:

Citizens requests the Lessor to also provide for a space/storage facility for its related Catastrophe response equipment and vehicles. Approximately 6,000 SF of space that can provide enclosed and secure storage for Citizens' Field Service Vehicles, Claims Service Vehicles, generators, and may also include one small heated and cooled office space area for pre-deployment briefings and workbench space. This additional space is preferred in a single location, ideally integrated into the proposed Jacksonville office space location. The integration of this space is anticipated to improve Citizens' ease of maintenance, improve access, and increase the safety and security of valuable and sensitive equipment, all in a consolidated location. Oversized roll-up doors for easy ingress/egress of large trailers and high ceilings are required to house this equipment. Additionally, specialized electrical requirements to support equipment charging and testing is required. Citizens will consider an off-site solution depending on location and proximity to office.

Janitorial Services:

The successful Offeror agrees to furnish janitorial and cleaning services as part of this lease agreement as outlined in the janitorial addendum to the lease. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including bathroom tissues, paper towels, trash receptacle liners, liquid soap and doormats/runners at entrances. All supplies are to be of good quality suitable for lessee's needs. See Attachment C for complete scope of work to be performed by janitorial service.

Maintenance and Repair:

On or about every annual anniversary of the date of occupancy, a maintenance inspection will be conducted by a Citizens facility representative and the lessor or his representative to review the condition of the building interior, exterior and site. Any discrepancies will be noted and a date for correction completion established. During the term of the lease, if maintenance and repair items appear that are emergencies or recurring problems that have not received attention within three working days, the lessee will have the right to complete the work, by a contractor of Lessor's choice, and send the invoice to the lessor for payment. Non-responsiveness shall be deemed a breach of this lease. Failure by the lessor to correct or repair documented interior problems within 60 days after written notification by the lessee shall result in further legal action to obtain compliance. If the lessee is successful in court, the lessor agrees to pay any and all attorney's fees of the lessee, as well as impact costs due to decreased productivity.

Hazardous Material:

Asbestos: The successful lessor shall provide to the lessee prior to occupancy an acceptable State of Florida, or AHERA guideline asbestos survey. Also, the lessor shall provide copies of all asbestos abatement reports in the proposed leased space or building. If asbestos material still exists in the space or building, the lessor shall have or establish an active Operations and Maintenance (O & M) Plan as recommended by the U.S. Environmental

Protection Agency (EPA) and State of Florida. The lessor shall provide a copy of the annual O & M Plan inspection to the lessee no later than 60 days following the yearly anniversary date.

All friable asbestos containing materials, not enclosed, encapsulated, and in poor condition must be removed from any interior area of the building or space prior to occupancy. Materials such as floor tile, gaskets, roofing, ceiling tiles, caulking, etc., that are in good condition and/or meet the requirements of Category I and II nonfriable ACM under the NESHAP's requirements (U.S. EPA, 40 CFR Part 61, Subpart M) may remain in the building or space providing that it is not disturbed and does not become friable. In the event renovations or carpet replacement causes the asbestos to become friable, the landlord will be responsible for the cost of removal and/or abatement. The landlord may not capriciously withhold approval of necessary renovations or scheduled carpet replacement.

Should friable asbestos be discovered during construction remodeling or after occupancy, the lessor shall immediately remove the hazardous material and reimburse Citizens for all relocation costs and delays associated with this removal.

- A. The offeror assures that the proposed site does not contain hazardous substances or electromagnetic fields, whether above or below ground level. Further, the offeror agrees to prohibit the generation, storage or disposal of hazardous substances above or below ground level. Should hazardous substances be revealed during the term of this lease, the offeror shall immediately remove material and restore the site in compliance with all applicable regulations and reimburse Citizens for any and all relocation costs.
- B. **Radon Gas:** Radon is a naturally occurring radioactive gas. When accumulated in buildings in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county's public health unit. Prior to occupancy, certified proof of radon tests must be provided if the space offered is at or below grade level. If radon measurements above 4 Ci/L are detected, the lessor shall promptly act to reduce the level to meet the standard. (Radon Hotline: 1-800-543-8279)

Emergency Repairs:

Upon occupancy, the lessor will furnish the names of the contractors who will be available 24/7 to service the leased space, repair glass, plumbing, HVAC, roofing, hardware (locks), electric, etc.

Interior Painting:

All painted surfaces shall be freshly painted before occupancy at the commencement of this lease, and at least **once every five years thereafter**, if needed, during the lease term and any renewals thereof. Lessee and Lessor to mutually agree on assessment of painting needs prior to the five-year mark. Touch-up painting to be done as needed. Citizens will be provided samples from which to choose colors and finishes. High traffic areas shall be repainted annually, when requested by Citizens. **Note: Bathrooms and Breakrooms use semi-gloss.**

Florida Products and Labor:

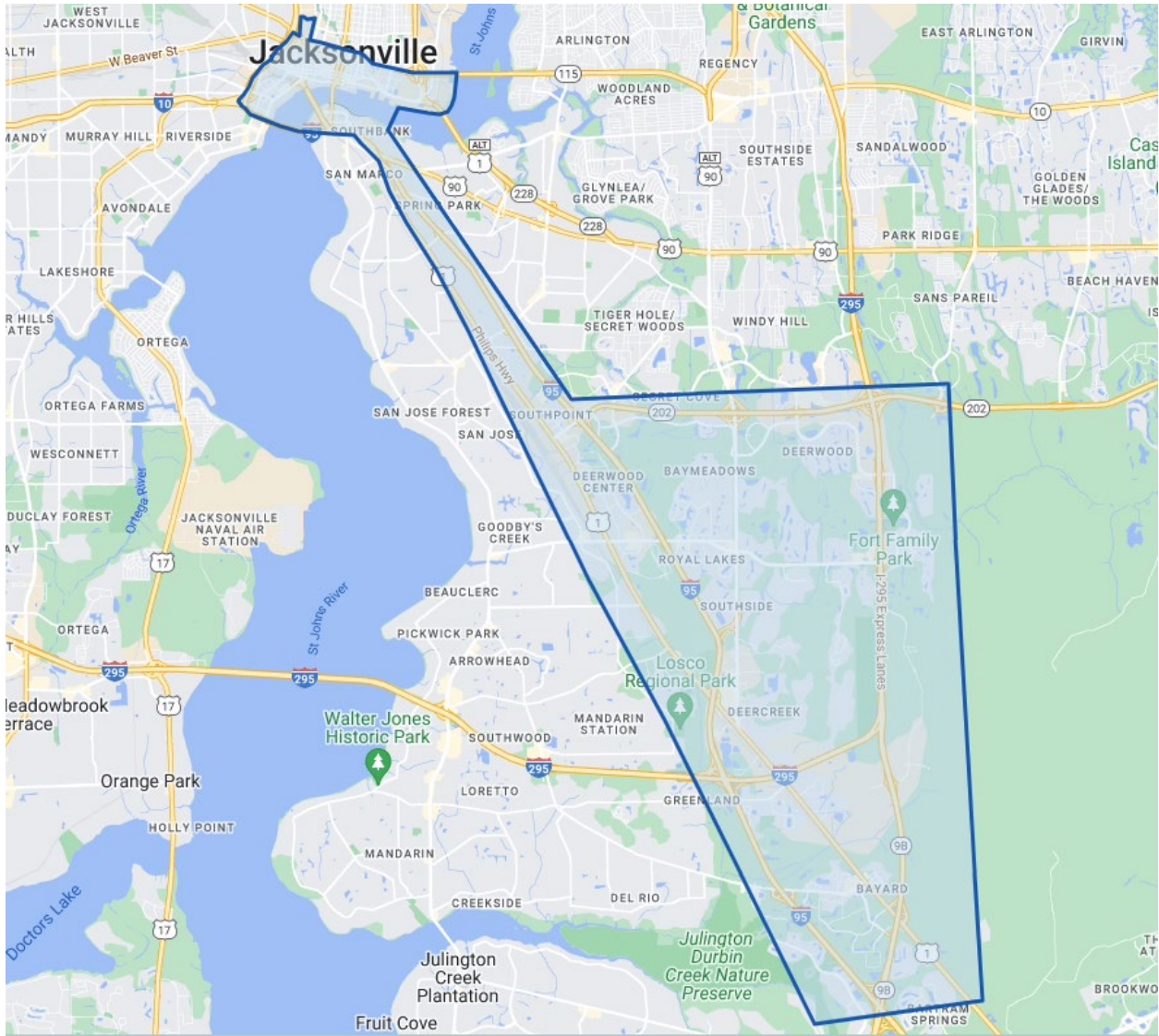
Florida products and labor shall be used wherever price and quality are equal.

Sales Taxes:

The Offeror will not be exempted from the state sales tax on materials to be used in the construction or renovation of this proposed lease space.

Attachment B: Lease Boundary Map

ITN 900:0023 | Jacksonville, Duval County, FL



Attachment C:

Standard Lease Agreement



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.

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3. Notices, Rental Invoices & Rental Payments

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

Lessee: _____
Agency Name

Address: _____
Street City State (Zip Code)

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

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

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

Lessee: _____
Lessee Name

Address: _____
Street City State (Zip Code)

D. Rental Payments shall be paid to Lessor at:

Lessor: _____
Lessor Name

Address: _____
Street City State (Zip Code)

4. Rent

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

A. Base Term

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

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

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B. Option Term

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

[illegible]

5. Utilities

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

6. Facility Services

- A. The **Lessor** ☐ or **Lessee** ☐ will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the **Lessor** ☐ or **Lessee** ☐.
- B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.
- C. The **Lessor** ☐ or **Lessee** ☐ agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the **Lessor** ☐ or **Lessee** ☐.
- D. Lessor agrees to install light fixtures for use by Lessee. The **Lessor** ☐ or **Lessee** ☐ shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

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

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

- 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.

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- 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.

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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

Lessor acknowledges that Citizens' obligation to pay Lessor for all Services under this lease is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis.

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.

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 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:
- 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
 - 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
 - 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
 - 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: _____

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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: _____

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Addendum 1 to State of Florida Standard Lease Agreement

**Citizens is willing to modify these terms and conditions based on
industry standards and the Offeror's Reply to this solicitation.**

1. **Interruption of Services:** If an interruption of any essential service to the premises (such as electrical, HVAC, water, sewer, elevator, or telecommunications) occurs and continues for a period of two (2) consecutive days, Citizens shall be entitled to an abatement of all rent for the period of such interruption. Should such an interruption of an essential service continue for a period of thirty (30) days Citizens shall have the right to terminate this Lease.
2. **Indemnity, Waiver and Insurance:** Notwithstanding any other provisions in the lease, the Lessor will carry and maintain with respect to the Premises (i) all risk property insurance covering at least 90% of the full replacement cost of the building; (ii) commercial general liability insurance, with a minimum limit of \$2,000,000 per occurrence and a total minimum combined general liability and umbrella limit of \$3,000,000 for property damage, personal injuries or deaths of persons occurring in or about the project; and (iii) worker's compensation insurance with no less than the minimum limits required by law. Such policies shall be primary policies - not as contributing with, or in excess of, the coverage that Citizens may carry under this Lease and may be carried through a blanket policy or umbrella coverage.
3. **Access and Operation:** Citizens shall have access to and full use of the premises at all hours of the day and night, seven (7) days per week, without additional charge for after-hours, weekend, or holiday use.
4. **Commencement Date:** Lessor, at its sole cost and expense, shall construct the required improvements and deliver possession of the leased premises to Citizens on the agreed upon lease commencement date. Additionally, upon the commencement date, Lessor shall provide Citizens with a "free-rent" concession for the initial **(TBD)** months of the lease term as reflected on the rent schedule. During the "free-rent" Citizens shall be obligated to pay only utilities and janitorial costs.
5. **Downsize Option:** The Lessee shall have the right to downsize, without penalty, up to 15% of the total leased space upon giving six (6) months advance written notice to the Lessor. The reduction shall be promptly evidenced through a Lease amendment under the same terms and conditions.

The downsize option is limited to a one (1) time downsize of up to 15% of the total leased space which may be exercised any time after the first five (5) years of the initial lease term. Citizens would be responsible for reconfiguring demising partitions to the extent directly necessitated by Citizens' downsizing. The downsize option is subject to the reimbursement addendum in the same manner as the Right to Terminate provision. Citizens is obligated to reimburse Lessor for prorated unamortized tenant improvements associated any space reduction / downsize option exercised. Commissions are not covered as part of the reimbursement addendum.

Citizens has the right to propose the location of the downsize area which will be accepted by the Landlord unless the proposed area is not commercially marketable.

6. **Holdover:** Upon six (6) months prior written notice to Lessor, Citizens shall have the right, in its sole discretion, to extend the term of the Lease for up to six (6) one-month periods at the rental rate in effect at the expiration of the Lease (as provided in Article I). Other than the holdovers contemplated herein, in the event Citizens holds over without the Lessor's approval,

Citizens shall be liable for holdover rent at 125% of the rental rate in effect at the expiration of the Lease term, prorated on a daily basis. In no event shall Citizens be liable for any consequential or incidental damages in the event of a holdover.

7. **Assignment and Subletting:** Citizens shall have the right to assign its interest in the Lease or sublet all or any portion of the premises at any time to any party with Landlord's consent which may not be unreasonably withheld, conditioned, or delayed. No consent shall be required for an assignment to any successor to Citizens or to the operations of Citizens conducted from the premises.
8. **Acceleration:** In no event shall Lessor be entitled to accelerate any sums due under the Lease.
9. **Non-Disturbance:** Lessor shall obtain from the holders of any existing liens a non-disturbance agreement in form reasonably acceptable to Citizens, providing in substance that the holders of such liens agree that, so long as Citizens is not in default under the Lease, Citizens' leasehold estate, use, possession, tenancy, rights, options, and occupancy under the Lease shall remain undisturbed and shall survive any foreclosure or similar action.
10. **Citizens' Right to Offset Rent:** In the event Lessor fails to perform any of its obligations under the Lease, including any with respect to the making of any payments for any required improvements or allowances, Citizens shall have the right to offset the payment of such unpaid obligations against any one or more of its rental obligations thereafter payable under the Lease. With respect to Lessor's failure to perform any obligation under the Lease to provide services, Citizens shall have the right to perform any service the Landlord is failing to perform and to offset any cost of such services against any one or more of its rental obligations thereafter payable under the Lease. Prior to self-performing or to offset the cost of service against rental obligations, Citizens will give Landlord written notice of such services or failure to perform any obligations. Landlord will have ten (10) days to respond to notice with agreement to complete service in accordance with the terms of the Lease
11. **Restoration:** Upon the expiration of the Lease, Citizens shall not be obligated to remove any Tenant Improvements or remove or restore any permitted alterations or improvements occurring during the term of the Lease. In no event shall Citizens be obligated to remove any wiring or cabling. Citizens agrees to leave premises in good, clean and reusable condition barring any normal wear and tear on demised premises.
12. **Move-In and Occupancy:** Citizens requires a lease commencement date of June 1, 2026 with the ability to begin relocating staff from other cities and buildings as early as January 1, 2026. Citizens would only be responsible for utilities and janitorial costs from the date of occupancy up through commencement date.
13. **Incorporation of Documents/Conflicts:** The terms and conditions of the following documents are hereby incorporated by reference into and form a part of the Lease, and shall have the same force and effect as if fully set forth herein as requirements:

(a) the Invitation to Negotiate 24-0031, including all attachments and addenda.

(b) the terms and conditions of best and final offer terms

In the event a conflict between the terms and/or conditions of the lease, the ITN, and/or the Best and Final Offer Terms, the following shall serve as the order of priority of the most controlling to the least controlling:

(a) the lease;

(b) the best and final offer terms; and

(c) the ITN.

<i>Both parties initial and date:</i>	
Citizens:	Date:
Lessor:	Date:

THIS SPACE LEFT INTENTIONALLY BLANK



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

ADDENDUM: _____

LEASE NUMBER: _____

The lessor agrees to provide janitorial and cleaning services as part of this lease agreement. This includes furnishing and maintaining all cleaning/maintenance equipment used in the performance of the agreement. Furnish all cleaning supplies, paper products and consumables necessary to provide services and maintain adequate on-site stock, including but not limited to, bathroom toilet paper, bathroom and breakroom paper towels, trash receptacle liners/bags, liquid hand soap, hand sanitizer and doormats at any exterior entrances to the leased space. All dispensers are to be provided by Lessee in collaboration with a janitorial provider.. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable and accepted by the lessee.

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

FLOORS	
DAILY:	Carpeted areas – Vacuum. Non-carpeted areas – Dust mop and damp mop as needed. Spot damp mop to remove stains or spots.
WEEKLY:	Non-Carpeted areas – Damp mop and spray buff/Use proper cleaner/disinfectant
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
DAILY:	Wipe clean doorknobs, handles, handrails, light switches
WEEKLY:	Spot clean walls, door frames, or other reachable areas, kick plates
	Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers and returns. Remove all reachable cobwebs and dust balls from walls, corners, and ceilings.
ANNUALLY:	Clean all light fixtures, HVAC supply vents diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances, lobby and vicinity glass both in and outside. Spot clean signage and internal glass or windows.
MONTHLY:	Clean/Dust window blinds/covering as visibly needed. Clean all reachable windows, as needed.
SEMI-ANNUALLY:	Clean/pressure wash all external windows associated with leased space.
WATER FOUNTAINS	
DAILY:	Clean and sanitize.
FURNISHINGS	



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets. Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.
SEMI-ANNUALLY:	Vacuum all drapes, blinds, or curtains. Vacuum upholstery chairs and damp mop plastic/vinyl chairs to remove dust and debris in crevices and corners.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Place trash cans back in proper place. Remove all collected trash to external dumpsters or designated trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
OUTSIDE CIGARETTE URNS, TRASH CANS (if applicable to leased space)	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays. Empty all outside trash receptables
ELEVATORS – (If Applicable)	
DAILY:	If carpeted, vacuum. If not carpeted, dust mop, spot damp mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required. Wipe handrails
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers. Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units. Provide day porter services as needed. Replenish common wall mounted hand sanitizers throughout leased space as needed.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND BREAKROOM/KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas. Wipe down microwaves, ice/water machines and other appliances.



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

MONTHLY:	Wipe down refrigerator and clean out as needed.
EXTERIOR (if applicable to leased space)	
DAILY:	Sweep outside area immediately adjacent to and in front of building entrances. Mop dry main entrances during rainy days.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.(if considered part of lease space or single tenant location)
MONTHLY:	

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Preference is for all janitorial services to be completed no later than 9:00PM nightly unless otherwise agreed upon.
2. Only actual employees of the janitorial contractor are to be admitted to the premises. No family members or guests of janitorial or maintenance staff are allowed to be inside the leased premises.
3. During after-hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

(x) _____
Lessee Signature

Name /Title

Date

(x) _____
Lessor Signature

Name /Title

Date

(SEAL)



STATE OF FLORIDA
AIR QUALITY LEASE ADDENDUM

ADDENDUM_____ - Air Quality Addendum

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

1. Indoor Air Ventilation & Minimum Moisture Standards:

Lessor shall provide fresh air intake to the HVAC system at a minimum of 20 or more cubic feet per minute per person or as recommended by ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) 62-2016. There shall be a minimum of four air changes per hour or greater in occupied spaces. Incoming fresh air is to be conditioned (filtered, heated or cooled.) Interior humidity in occupied spaces and conditioned storage areas shall not exceed 60% maximum relative humidity at temperatures ranging from 68 to 76 degrees Fahrenheit during occupied and unoccupied hours.

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

To maintain operating efficiency and good hygiene, HVAC systems shall be serviced at regular intervals according to the manufacturer's recommendations or serviced at least annually by a licensed HVAC technician, please refer to the ACR 2013, Assessment, Cleaning and Restoration of HVAC Systems. Filtration shall be provided with the use of filters with a Minimum Efficiency Reporting Value (MERV) rating of 8 to 13. If the system is not capable of operating with MERV 8 filters, the Lessor must obtain a variance after evaluation by a Licensed Mechanical Engineer. Return and fresh air make-up shall be filtered and any by-pass around the filtration system shall be minimized with the use of filter spacers. Any mold growth within the air handler or connecting ductwork (supply air or return air side) is unacceptable and warrants immediate response to remediate and correct the causation of the mold growth. Annual maintenance reports of the systems mechanical operating systems shall be provided to Lessee on an annual basis.

3. Moisture Intrusion & Mold Amplification:

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

4. Lessee's Remedy to Indoor Air Quality:

In the event a suspected air quality problem arises, the Lessee reserves the right to have the indoor air quality tested at its own expense by a certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes) to determine the cause and extent of the problem. After assessment, if test results indicate conclusively that a problem exists, the Lessor shall take immediate corrective action to remedy the situation and reimburse the Lessee for the costs of conducting such assessments and test(s). Remediation of unregulated indoor contaminants (i.e., mold, bacteria, dust mite allergens, or other bio aerosols) shall be carried out by a Florida Licensed Mold Remediator (Chapter 468 Part XVI, Florida Statutes; Chapter 61-31, Florida Administrative Code; Chapter 455, Florida Statutes). Additionally, any HVAC mold remediation operations (ductwork, air distribution, air handler and unit coil cleaning, etc.) must be performed by a Florida licensed mechanical contractor that is also a qualified Florida Licensed Mold Remediator.

Remediation of mold growth that exceeds 10 square feet within HVAC systems, or that exceeds 100 square feet on building materials, must be carried out by a Florida Licensed Mold Remediator. Remediation of mold growth must be in accordance with written project specifications (also known as a mold remediation protocol) prepared by a certified industrial hygienist (CIH) trained and experienced in indoor air quality and is a Florida Licensed Mold Assessor. Independent third-party oversight and testing of remediation activities shall be integral to the remediation specification. Remediation specifications should be prepared once a comprehensive assessment that delineates the extent and severity of mold damage and moisture sources has been performed. At no time shall the licensed mold remediation company perform any project monitoring or clearance testing. All project monitoring and clearance testing shall be performed per the project remediation specifications by a third-party certified industrial hygienist (CIH) trained and experienced in indoor air quality assessments, remediation and is also a Florida Licensed Mold Assessor.

Lessee

Lessor

(x) _____

(x) _____

Attachment D:

Disclosure Statement of Ownership



DEPARTMENT OF MANAGEMENT
SERVICES

STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: _____

Purpose

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

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

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

2. Disclosure Requirements

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

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

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

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

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

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: _____

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

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

Attachment E:

DIVISION OF STATE FIRE MARSHAL

Plans Review Fees, Procedures and Requirements

The plans for all construction of any new state owned or state lease building and renovation or alteration of any existing state owned or state leased building are subject to review and approval of the Division of State Fire Marshal for compliance with the Uniform Fire Safety Standards prior to commencement of construction or change of occupancy. The Division of State Fire Marshal may inspect state owned and state leased spaces as necessary prior to occupancy or during construction, renovation, or alteration to ascertain compliance with the uniform fire safety standards as per Florida Statutes 633 and 69A-52, Florida Administrative Code.

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

“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.

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

WHAT TO SUBMIT

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

If Sending By Regular Mail

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

If Sending By Overnight Service

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

PLANS SUBMISSION:

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

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

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

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

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.

Attachment F:

Energy Performance Analysis

STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES 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, F.A.C., an Energy Performance Analysis (EPA) is required before an agency considers leasing the following facilities:

- buildings larger than 2,000 gross square feet
- spaces larger than 2,000 square feet of rentable area within a specified building

The EPA requirements include the following procedures:

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

EPA Procedures

1. Energy Star Rating:

- a. An Energy Star rating shall be developed for the proposed lease space with one of the following free software tools:
 - 1) the Energy Star Portfolio Manager software, which is available at:
http://www.energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager
 - 2) the Energy Star Target Finder software, which is available at:
http://www.energystar.gov/index.cfm?c=new_bldg_design.bus_target_finder
- b. The minimum acceptable Energy Star rating is 50.
- c. The Energy Star rating shall be developed with the annual energy consumption for only the lease space being proposed. Use the following two scenarios as a guide:
 - 1) Whole-Building Scenario: When the proposed lease space is an entire building or section of a given building that is separately metered by the utility provider, the Energy Star rating may be developed with actual utility bill data for the previous 12-month period. If actual utility bill data does not exist or the space has been unoccupied for more than 30 days, then the Energy Star rating must be developed with the annual energy consumption results of a computer-based simulation (see Computer-Based Simulation Requirements below for additional information).
 - 2) Partial-Building Scenario: When the proposed lease space does not account for all rentable space within a given building or is not separately metered by the utility provider, a computer-based simulation shall be performed that computes the expected annual energy consumption for the proposed lease space. The results of the computer-based simulation shall be used to generate the Energy Star rating.
Note: An Energy Star rating for the entire building in this scenario will not be accepted.
- d. Exception: When the proposed lease does not meet the eligibility criteria for an Energy Star rating regarding the type or allocation of space, an energy performance index (kBtu per gross square foot per year) shall be developed manually, in

lieu of the Energy Star rating using one of the following sources:

- actual utility bill data for the previous 12 months
- the expected annual energy consumption developed with a computer-based simulation

- e. Low Energy Star Ratings: For circumstances where the Energy Star rating of a proposed lease space is less than 50, a computer-based simulation may be performed that simulates energy conservation measures that are sufficient to raise the Energy Star rating to 50 or higher.
- f. Renovations: When renovations that alter HVAC and/or lighting systems are either planned, necessary, or have been performed to make the proposed lease space suitable for the new tenant agency, a computer-based simulation shall be performed to provide the expected annual energy consumption required to develop one of the following:
 - 1) an Energy Star rating for the proposed lease
 - 2) the energy performance index (kBtu per gross square foot per year) for proposed lease spaces that are not eligible for an Energy Star rating

2. Energy Cost Projection:

- a. Annual energy cost: The total expected annual energy cost for the proposed lease space shall be derived from one of the following sources:
 - 1) the average annual energy costs based on actual utility bills for the previous three years
 - 2) current utility rates and a computer-based simulation when a computer-based simulation is required to develop the Energy Star rating.
- b. A cost utilization index (total energy cost per gross square foot per year) shall be developed with the annual energy cost data described above.
- c. The cost utilization index (total energy cost per gross square foot per year) shall be projected forward for each contract year of the proposed lease based on one of the following:
 - 1) the average annual energy escalation rate derived from actual utility bill data for the previous three years
 - 2) an escalation rate approved by the agency when actual utility bill data for the previous three years is not available.

Computer-Based Simulation Requirements

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

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

EPA Submission Requirements

The EPA submission shall contain all of the following information:

1. A description of the proposed lease space that includes:
 - a. gross square footage

- b. rentable square footage
 - c. type of space
 - d. current number of occupants
 - e. proposed number of occupants (this is the tenant agency's requirement)
 - f. weekly operating schedule
 - g. address of the facility
2. Copies of the utility bill statements for the previous one year (provide when such data is used to develop the Energy Star rating). Historical consumption and cost data supplied by the utility provider will be considered acceptable in lieu of utility bill copies.
 3. Copies of the actual utility bill statements for the previous three years (provide when such data is used to develop the energy cost projection). Historical consumption 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 and Submittal Reference:** The energy performance analysis shall be mailed or delivered to the Department of Management Services pursuant to Section 255.254(1), Florida Statutes, to the below address.

DMS EPA Review
 4050 Esplanade Way, Suite 335
 Tallahassee, Florida 32399-0950
 (850) 488-1817

- The submittal to DMS should include a reference to the Department of Management Services, and,
- Notify the Tenant Broker Contact of the status of the EPA when submission is made to DMS, via email at: david@tbsfl.com.

Attachment G:

Special Power of Attorney

Lease Number: _____

SPECIAL POWER OF ATTORNEY

I, _____, _____,
Name Street Address

_____, hereby appoint _____,
City, State Zip Code Name

_____, _____, _____,
Street Address City, State Zip Code

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

Any acts necessary regarding the entering of a bid for Lease Agreement No. _____

with the State of Florida, _____, for the Building
at:

_____, _____ FL _____,
Street Address City Zip Code

title to said property being held by _____.
Name

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

DATED this _____ day _____ of, 20_____.

Signature

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
,

Name

personally known to me, who, after first being sworn by me, affixed his/her signature in the space provided above this

_____ day of _____, 20_____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires:



Lease Number: _____

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

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

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

- A. Owner has legal title to a property located at _____, in _____ County, Florida on which tract is an office building/project commonly known as _____ (the "Building"), and which is further described as, or a portion of, Property Appraisers Parcel Number _____.
- B. Tenant Broker has presented the real estate space needs of Tenant to Owner and has and will render services in connection with the leasing of space to the Tenant.
- C. Should a Lease (herein so called) be consummated, Owner has agreed to pay the 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 for the total aggregate gross base rent (with no offset) as follows:

New Leases:

<u>Total Aggregate Gross Base Rent</u>	<u>Commission Rate</u>
The first \$ 0.00 - \$600,000	____%
The next \$ 600,001 - \$3,000,000	____%
The next \$3,000,001 - \$5,500,000	____%
The next \$5,500,001 - \$7,500,000	____%
The next \$7,500,001 and over	____%

Warehouse/Storage/Hangar:

Total Rent for the Base Term of the Lease	0 – 5,000 square feet	2.00%
Total Rent for the Base Term of the Lease	over 5,001 square feet	(See New Lease Commission Rates)

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

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

Page 1 of 2

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

Lease Number: _____

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

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

To Tenant Broker:

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To Owner:

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To Tenant:

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

AGREED AND ACCEPTED this ____ day of _____, 20____

TENANT: (x) _____ By _____ Print or Typewritten _____ Title	OWNER: (x) _____ By _____ Print or Typewritten _____ Title	TENANT BROKER: (x) _____ By _____ Print or Typewritten _____ Title
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