

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: June 17, 2011

Contract/Lease Control #: #L11-0381-AP

Bid #: NA Contract/Lease Type: REVENUE

Award To/Lessee: TSA / GSA LEASE # GS-04B-61837

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 06/01/2011

Expiration Date: <sup>7/31/</sup>05/30/2021

Description of Contract/Lease: AIRPORT SECURITY SPACE LEASE

Department Manager: AP

Department Monitor: G. DONOVAN

Monitor's Telephone #: 651-7160

Monitor's FAX # OR E-Mail: GDONOVAN@CO.OKALOOSA.FL.US

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

Cc: Finance Dept Contracts & Grants Division

RECEIVED JAN 12 2011

### EXHIBIT D

#### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: L11-0381-AD Tracking Number: 381-12

Contractor/Lessee Name: TSA

Purpose: Amendment #2 to CBA Lease for TSA (Reimbursement)

Date/Term: 7/31/2021 1.  GREATER THAN \$50,000

Amount: \$ 22,359.79 2.  GREATER THAN \$25,001

Department: Airport 3.  \$25,000 OR LESS

Dept. Monitor Name: C. Donovan

#### Purchasing Review

Procurement requirements are met: [Signature] Date: 1/12/12

Contracts & Lease Coordinator

#### Risk Management Review

Approved as written: [Signature] Date: 1-13-12

Risk Management Director

#### County Attorney Review

Approved as written: [Signature] Date: 1/23/12

County Attorney

Following Okaloosa County approval:

#### Contract & Grant

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_

Contracts & Grants Manager

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-04B-61837	DATE 4/9/12	PAGE 1 of 2
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ADDRESS OF PREMISES  
 1701 State Road, 85 North, Eglin AFB, Florida 32542-1498

**THIS AGREEMENT**, made and entered into this date by and between County of Okaloosa

Whose address is: 1804 Lewis Turner Blvd., Suite 206, Ft. Walton Beach, Florida 32547-1285

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 14, 2011, as follows:

The purpose of this Supplemental Lease Agreement is to commence Block A effective 12/1/2011 and provide for the associated alterations.

Paragraph 1 of the SF2 is hereby deleted and replaced as follows:

"1. A total of 3,226 rentable square feet (RSF) of office and related space known as Blocks A, B, & C, which yields 3,226 ANSI/BOMA Office Area square feet (Block A: 2,590RSF, Block B: 288RSF, & Block C: 348), and two (2) reserved parking spaces at 1701 State Road, 85 North, Eglin AFB, Florida 32542-1498 to be used for such purposes as determined by the General Services Administration."

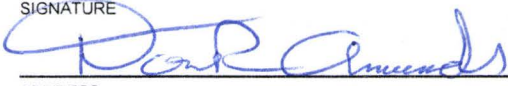
Paragraph 3 of the SF2 and Exhibit B are hereby deleted and replaced as follows:

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows: SEE EXHIBIT B"

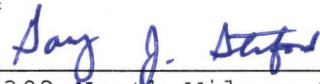
The Government hereby accepts the Lessor's proposal to provide, install and maintain the improvements in accordance with the attached "Cost Breakdown" dated April 2011, "Exhibit A" dated December 14, 2011, and the terms of the Lease. Alterations shall include all necessary labor and materials.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.


LESSOR

SIGNATURE  NAME OF SIGNER Don R. Amunds  
 ADDRESS 1804 Lewis Turner Blvd., Suite 206--Ft. Walton Beach, Florida 32547

IN PRESENCE OF

SIGNATURE  NAME OF SIGNER Gary J. Stanford  
 ADDRESS 302 North Wilson St., Crestview, FL 32536

UNITED STATES OF AMERICA

SIGNATURE  NAME OF SIGNER James Thompson  
 OFFICIAL TITLE OF SIGNER Contracting officer

04-13-12A10:32 RCVD



The Government shall reimburse the Lessor in a lump sum payment in the amount of \$22,359.79, upon receipt of an original invoice after completion, inspection, and acceptance of the work by the Contracting Officer.

Subsequent to the acceptance by the Government, a properly executed invoice requesting lump sum payment in the amount of \$22,359.79 must be forwarded to the Contracting Officer at:

Kenneth Idle, General Services Administration  
205 Regency Executive Park Drive, Suite 440A, Charlotte, North Carolina 28217-2958

For an invoice to be considered proper, it must:

- 1) Be received after the acceptance of the work by the General Services Administration
- 2) Include a unique, vendor-supplied invoice number AND the GSA supplied PS number  
PS# PS 0022152
- 3) Indicate the exact payment amount requested
- 4) Specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below.
- 5) Payment will become due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Payment will be made electronically through the finance website [www.finance.gsa.gov](http://www.finance.gsa.gov). The lessor is responsible for visiting this website and applying for a login and password. After acceptance by the government, the lessor shall follow the instructions posted on the website to submit their invoice electronically. Assistance in navigating the website or submitting the invoice can be found by calling 817-978-2408 or by email at [FW-Paymentsearch.finance@gsa.gov](mailto:FW-Paymentsearch.finance@gsa.gov)

Completion of the referenced alterations shall occur no later than October 31, 2011. Scheduling of this work shall be coordinated with Ernest Chavez 571-227-2056. Any problems or questions shall be promptly brought to the contracting officer's attention. Lessor shall provide a minimum of five working days lead time to schedule an inspection.

Attached:

"Cost Breakdown" dated April 2011

"Exhibit A" dated December 14, 2011

"Exhibit B" dated December 14, 2011

All other terms and conditions of the lease shall remain in force and effect.

INITIALS:

Dia  
LESSOR

&

[Signature]  
GOVT

Lease: GS-04B-61837

Exhibit B

December 14, 2011

TERM 8/1/2011 - 11/30/2011				
	<u>RSF</u>	<u>Rent</u>	<u>PRSF</u>	<u>Total Annual Rent</u>
BLOCK B	288	\$ 15,301.44	\$ 53.13	\$ 15,301.44
BLOCK C	348	\$ 18,489.24	\$ 53.13	\$ 18,489.24
	<u>TOTAL</u>	<u>Rent</u>	<u>PRSF</u>	<u>Total Annual Rent</u>
TOTAL B,C	636	\$ 33,790.68	\$ 53.13	\$ 33,790.68
TERM: 12/1/2011 - 7/31/2021				
	<u>RSF</u>	<u>Rent</u>	<u>PRSF</u>	<u>Total Annual Rent</u>
BLOCK A	2,590	\$ 137,606.70	\$ 53.13	\$ 137,606.70
BLOCK B	288	\$ 15,301.44	\$ 53.13	\$ 15,301.44
BLOCK C	348	\$ 18,489.24	\$ 53.13	\$ 18,489.24
	<u>TOTAL</u>	<u>Rent</u>	<u>PRSF</u>	<u>Total Annual Rent</u>
TOTAL A,B,C	3,226	\$ 171,397.38	\$ 53.13	\$ 171,397.38

GOV'T



Lessor



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE <i>Nov 22, 2011</i>
	TO LEASE NO. GS-04B-61837	

ADDRESS OF PREMISE 1701 State Road, 85 North, Eglin AFB, Florida 32542-1498

THIS AGREEMENT, made and entered into this date by and between County of Okaloosa

whose address is 1804 Lewis Turner Blvd. Suite 206, Ft. Walton Beach, Florida 32547-1285

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to update the Lessor's correct name and address

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date hereof, as follows:

1. The listed Lessor's name at the beginning of the SF2, of the Lease, is hereby deleted and replaced with the following:

County of Okaloosa  
1804 Lewis Turner Blvd. Suite 206  
Ft. Walton Beach, Florida 32547-1285

2. Lessor represents that the correct U.S. Mail address currently on file with CCR. Gov is:

Okaloosa Board of County Commissioners  
c/o Office of Contracts and Grants  
1804 Lewis Turner Blvd. Suite 206  
Ft. Walton Beach, Florida 32547-1285

3. The Lessor represents that the current DUNS number on file is: 613277649

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR COUNTY OF OKALOOSA

BY *John C. Crawford* Chairman, Board of County Commissioners  
(Signature) (Title)

IN THE PRESENCE OF *Angie J. Stanford* 1804 Lewis Turner, Fort Walton Beach, FL  
(Signature) (Address)

UNITED STATES OF AMERICA

BY *[Signature]* Contracting Officer  
(Signature) (Official Title)



11-15-11 11:22 IN 11-28-11 10:04 IN

**LEASE # L11-0381-AP  
TSA / GSA LEASE# GS-04B-61837  
AIRPORT SECURITY SPACE LEASE  
EXPIRES: 07/31/2021**



Jim - ...  
PLS see Dowd's note.  
SW-PUR 5-10-11.

### EXHIBIT D

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: Replaces L03-0201-AP Tracking Number: 287-11  
Contractor/Lessee Name: TSA  
Purpose: Airport Security Space Lease  
Date/Term: June 1, 2011 - May 31, 2021 1.  GREATER THAN \$50,000  
Amount: \$171,397.38 Annually 2.  GREATER THAN \$25,001  
Department: AP 3.  \$25,000 OR LESS  
Dept. Monitor Name: Donovan

**Purchasing Review**

Procurement requirements are met:  
[Signature] Date: 5/4/11  
Contracts & Lease Coordinator

**Risk Management Review**

Approved as written:  
[Signature] JEAN - DOES THIS NEED TO BE SOME VERSION ON INDEMNITY? Date: 5-5-11  
Risk Management Director

**County Attorney Review**

Approved as written:  
[Signature] JRD says OK to go 5/10/11 Date: 5/10/11  
County Attorney

Following Okaloosa County approval:

**Contract & Grant**

Document has been received:  
\_\_\_\_\_  
Contracts & Grants Manager Date: \_\_\_\_\_

STANDARD FORM 2 GENERAL SERVICES ADMINISTRATION	<b>US GOVERNMENT LEASE FOR REAL PROPERTY</b>
DATE OF LEASE: <u>8/16/11</u>	LEASE NO. GS-04B-61837
<p>THIS LEASE, made and entered into this date by and between</p> <p><b>BOARD OF COUNTY COMMISSIONERS – OKALOOSA COUNTY FLORIDA</b></p> <p>whose address is <b>101 E. JAMES LEE BLVD CRESTVIEW, FLORIDA 32536-3501</b></p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:</p> <p>1. The Lessor hereby leases to the Government the following described premises:</p> <p>A total of 636 rentable square feet (RSF) of office and related space, known as Blocks B &amp; C which yield 636 ANSI/BOMA Office Area square feet (ABOA) and two (2) reserved parking spaces at 1701 State Road, 85 North, Eglin AFB, Florida 32542-1498 to be used for such purposes as determined by the General Services Administration. Upon completion and acceptance of the tenant improvements of Block A, the square footage shall increase by 2,590ABOA/2,590RSF for a total of 3,226 rentable square feet (RSF) of office and related space, which yields 3,226 ANSI/BOMA Office Area square feet (ABOA). (Block A: 2,590RSF, Block B: 288RSF, &amp; Block C: 348).</p> <p>2. TO HAVE AND TO HOLD for the term of <del>June 1</del><sup>August 1</sup>, 2011 through <del>May 31</del><sup>July 31</sup>, 2021 subject to terminations rights as described in paragraph 4 of the SF2.</p> <p>3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:</p> <p><u>SEE EXHIBIT</u> <u>A</u></p> <p>Rent for a lesser period shall be prorated. Rent shall be made payable to:</p> <p style="text-align: center;">AIRPORT DIRECTOR 1701 State Road, 85 North, Eglin AFB, Florida 32542-1498</p>	

*[Handwritten initials]*

LEASE # L11-0381-AP  
TSA / GSA LEASE# GS-04B-61837  
AIRPORT SECURITY SPACE LEASE  
EXPIRES: ~~07/31/2021~~

Initials: [Signature] & [Signature]  
Lessor Government

**LEASE # L11-0381-AP  
TSA / GSA LEASE# GS-04B-61837  
AIRPORT SECURITY SPACE LEASE  
EXPIRES: 07/31/2021**



4. The Government may terminate this lease, in whole or in part, at any time on or after the third (3rd) year, by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 0FL2230.
  - B. Build-out in accordance with Solicitation for Offers 0FL2230. All tenant alterations are to be completed within sixty (60) working days from receipt of notice to proceed.
  - C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. The following are attached and made a part hereof:
- A. Solicitation for Offers 0FL2230 and all attachments and amendments,
  - B. GSA Form 3517B entitled General Clauses and amendments,
  - C. GSA Form 3518 entitled Representations and Certifications,
  - D. Floor Plans/Site Plans submitted with SFO 0FL2230
  - E. Exhibit A – Rental Rate Schedule

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: BOARD OF COUNTY COMMISSIONERS – OKALOOSA COUNTY FLORIDA

BY JAMES CAMPBELL, CHAIRMAN

[Signature]  
(Signature)



IN THE PRESENCE OF:  
[Signature]  
(Signature)



1804 Laura Turner Blvd., Ft. Walton Beach, FL  
(Address)

UNITED STATES OF AMERICA

BY [Signature]  
(Signature)

MICHAEL S. ELLIS, CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

7. In accordance with the SOLICITATION FOR OFFERS 0FL2230, Paragraph 4.1 (Measurement of Space), the common area factor (CAF) is established as 1.00.
8. In accordance with SOLICITATION FOR OFFERS 0FL2230, Paragraph 4.2 (Tax Adjustment), the percentage of Government occupancy is established as 39.4% (Based on Government occupancy of 8,185 rentable square feet and total building area of 3,226 rentable square feet).
9. In accordance with SOLICITATION FOR OFFERS 0FL2230, there is no charge for overtime utilities.
10. Any deviation from approved construction drawings or tenant improvement alterations requires approval by the General Services Administration Contracting Officer. Should Lessor make changes without this approval, the Government will not be responsible for the cost of those changes and Lessor will not be reimbursed.
11. The Lessor hereby waives restoration.
12. Notices to the Lessor to be sent to:

AIRPORT DIRECTOR  
1701 State Road, 85 North,  
Eglin AFB, Florida 32542-1498

Initials: \_\_\_\_\_ & \_\_\_\_\_  
Lessor Government

Lease: GS-04B-61837

Exhibit A

COMPOSITE RATE of BLOCKS B & C				
TERM: 8/1/2011 - 7/31/2021				
	RSE	Rent	PRSF	Total Annual Rent
BLOCK B	288	\$ 15,301.44	\$ 53.13	\$ 15,301.44
BLOCK C	348	\$ 18,489.24	\$ 53.13	\$ 18,489.24
TOTAL		Rent	PRSF	Total Annual Rent
TOTAL B & C	636	\$ 33,790.68	\$ 53.13	\$ 33,790.68

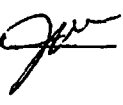
COMPOSITE RATE of all blocks after completion and acceptance of TI by the Contracting Officer				
TERM: * - 7/31/2021				
	RSE	Rent	PRSF	Total Annual Rent
BLOCK A	2,590	\$ 137,606.70	\$ 53.13	\$ 137,606.70
BLOCK B	288	\$ 15,301.44	\$ 53.13	\$ 15,301.44
BLOCK C	348	\$ 18,489.24	\$ 53.13	\$ 18,489.24
TOTAL		Rent	PRSF	Total Annual Rent
TOTAL A,B,C	3,226	\$ 171,397.38	\$ 53.13	\$ 171,397.38

\* Term dependant upon the completion and subsequent acceptance of all tenant improvements by the Contracting Officer

GOVT



Lessor





# SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

Transportation Security Administration

IN

Okaloosa, Florida

NAME: Michael Ellis

TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**1.7 LOCATION: OUTSIDE CITY CENTER (SEP 2009)**

**A. NEIGHBORHOOD:**

Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image.

**B. PARKING:**

The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking shall be available at a ratio of 1 space for every 500 rentable square feet of Government demised area.

**C. LOCATION AMENITIES:**

Adequate eating facilities shall be located within the immediate vicinity of the building, but generally not exceeding 5 miles [a walkable 1/2 mile], as determined by the contracting officer. The government encourages pedestrian access from the building location to at least 10 of the following basic services: 1) bank; 2) restaurant; 3) convenience grocery; 4) day care; 5) cleaners; 6) fire station; 7) hair care; 8) hardware; 9) laundry; 10) library; 11) medical or dental; 12) senior care facility; 13) park; 14) pharmacy; 15) post office; 16) school; 17) supermarket; 18) commercial office; 19) community center; 20); and other recognized services when supported by the market.

**D. SUBMITTAL REQUIREMENT:**

The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

**1.8 OCCUPANCY DATE (AUG 2008)**

A. Occupancy is required 30 calendar days after lease award.

**1.9 NEGOTIATIONS (MAY 2005)**

A. Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer (or the GSA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

**1.10 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)**

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

**1.11 BUILDING SHELL REQUIREMENTS (AUG 2008)**

A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
14. All of the above improvements are described in more detail hereinafter in this solicitation.
15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.









**3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)**

- A. The Tenant Improvement Allowance is 37.454760 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

**3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)**

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
  2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
  3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
  4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

**3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008)**

- A. At the time of submission of offers, the Offeror shall submit to the Contracting Officer:
1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
  2. GSA Form 1364, Proposal to Lease Space. Complete both pages of the 1364, including, but not limited to:
    - a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
    - b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.
    - c. A total lease rate per square foot, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). It is the intent of the Government to lease a building shell with a Tenant Improvements Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
    - d. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

- e. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements Allowance over the firm term of the lease. If the Lessor chooses to amortize the Tenant Improvements for a period of time exceeding the firm term of the lease, the Lessor shall indicate the extended time in the offer.
  - f. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
  - g. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.
  - h. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs c, d, f, and g for the lease.
  - i. A fully-serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
  - j. *Statement of Offeror's Fees for Tenant Improvements.* Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.
  - k. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.
3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or \$).
  4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
  5. Building Security Unit Price List (enclosed).
  6. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.

**3.5 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2009)**

**A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
3. Evidence of ownership or control of site.

**B. AFTER AWARD:**

Within 10 days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

**C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:**

Within 10 days after the Contracting Officer issues the Notice to Proceed for Tenant Improvements, the Lessor shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for tenant improvements as described in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of this SFO.
2. Issuance of a building permit covering construction of the improvements.







**4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION**

**4.1 MEASUREMENT OF SPACE (AUG 2008)**

**A. ANSI/BOMA OFFICE AREA SQUARE FEET:**

1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

**B. RENTABLE SPACE:**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

**C. COMMON AREA FACTOR:**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

**4.2 TAX ADJUSTMENT (AUG 2008)**

**A. Purpose:**

This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

**B. Definitions:**

The following definitions apply to the use of capitalized terms within this paragraph:

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.
7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.



9. In order to obtain a Tax Adjustment, the Lessor shall furnish the Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFECTED.

D. Tax Appeals:

If the Government occupies more than 50% of the Building by virtue of this and any other Government lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

4.3 **NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 7 a.m. to 5 p.m. except Saturdays, Sundays, and federal holidays.

4.4 **UTILITIES (AUG 2008)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

4.5 **JANITORIAL SERVICES (AUG 2008)**

A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found [www.gsa.gov/p2products](http://www.gsa.gov/p2products).

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

**4.6 SCHEDULE OF PERIODIC SERVICES (DEC 2005)**

Within 60 days after occupancy by the Government, the Lessor shall provide to the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**4.7 LANDSCAPE MAINTENANCE (AUG 2008)**

- A. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.
- B. See additional information in the "Landscaping" paragraph in the GENERAL ARCHITECTURE section of this solicitation.

**4.8 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)**

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

**4.9 NOVATION AND CHANGE OF NAME (AUG 2008)**

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
- C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.





- b. In person. Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.
- 3. RECORD KEEPING. Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once work is completed, or for leased space with the submission of the "as built" drawings, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the contracting officer. For federal buildings, final payment may be withheld until the lists are received.
- D. RETAINING SBU DOCUMENTS. SBU building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.
- E. DESTROYING SBU BUILDING INFORMATION. SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, *or returned to the contracting officer*, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_rev1.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf). *If SBU building information is not returned to the contracting officer*, examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.
- F. NOTICE OF DISPOSAL. The contractor must notify the Contracting Officer that all SBU building information has been destroyed, *or returned to the Contracting Officer*, by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the contracting officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Contracting Officer at the completion of the lease term.
- G. INCIDENTS. All improper disclosures of SBU building information must be immediately reported to Michael Ellis, Contracting Officer, at 7771 West Oakland Park Blvd, Sunrise, FL, 33351. If the contract provides for progress payments, the contracting officer may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
- H. SUBCONTRACTS. The Contractor must insert the substance of this clause in all subcontracts.

**5.2 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2009)**

- A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.
- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process if the following conditions are met:
  - 1. The Lessor shall submit to the Government a proposal for all Tenant Improvements. The proposal shall include the overhead, profit, and architectural-engineering fees as agreed upon in the Lease, as well as permits and regulatory fees for tenant improvements.
  - 2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
  - 3. No building shell items shall be included in the pricing for the Tenant Improvements.
  - 4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvement Cost Summary table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
  - 5. A minimum of two qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of two qualified subcontractors from each trade of the attached 21 Division Tenant Improvement Cost Summary table shall be invited to participate in the competitive proposal process.

6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the "Construction Schedule of Tenant Improvements" paragraph in this section.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in this section.

**5.3 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for Tenant Improvement \$100,000 or less may be placed by the Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements \$100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

**5.4 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

**5.5 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008)**

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.
- B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.
- D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

**5.6 LIQUIDATED DAMAGES (AUG 2008)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.



**5.9 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)**

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. FLUSH-OUT PROCEDURE:
  - 1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
  - 2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
  - 3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

**5.10 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (SEP 2009)**

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.
- B. DESIGN INTENT DRAWINGS:

The Government shall prepare and provide to the Lessor the Government's approved design intent drawings based upon the base building drawings provided by the Lessor as required in the "BUILDING AND SITE INFORMATION SUBMITTALS" paragraph of this SFO. These design intent drawings will detail the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent drawings shall be due to the Lessor within 10 working days from award.
- C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the

Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 10 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 10 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 5 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

E. TENANT IMPROVEMENTS PRICE PROPOSAL

Within 10 working days of Government review for conformance of the construction drawings, the Lessor must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall commence construction of the Tenant Improvements.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 20 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

10 days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 10 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the review and subsequent acceptance by the Contracting Officer.

I. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

5.11 **PROGRESS REPORTS (AUG 2008)**

After start of construction, at the Government's discretion, the Lessor shall submit to the GSA Contracting Officer, written progress reports at intervals of 10 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such









**6.0 ARCHITECTURAL FINISHES**

**6.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
  2. inadequate competition exists;
  3. items are not available within a reasonable period of time; and
  4. items do not meet the SFO's performance standards.

**6.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)**

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, [www.epa.gov/epp](http://www.epa.gov/epp) and USDA BioPreferred products web site [www.biobased.oce.usda.gov/fb4p/](http://www.biobased.oce.usda.gov/fb4p/). In general, environmentally preferable products and materials do one or more of the following:
1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
  2. Minimize the consumption of resources, energy, and water;
  3. Prevent the creation of solid waste, air pollution, or water pollution; or
  4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

**6.3 FINISH SELECTIONS (AUG 2008)**

- A. All required finish option samples must be provided within 10 days of the request for such by the Contracting Officer. GSA must deliver necessary finish selections to the Lessor within 10 days after award or after receipt of plans and samples, whichever is later.
- B. All building finishes must be for first class, modern space.
- C. The Lessor must consult with the Contracting Officer prior to developing a minimum of 3 finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must be in compliance with specifications set forth elsewhere in this SFO. The Lessor must provide the required finish options within 10 working days of the request for such by the Contracting Officer. The finish options must be approved by GSA prior to installation. Upon review with the Tenant, the Contracting Officer must select one finish option within 10 working days, and unless otherwise specified prior to lease award, the Offeror may assume that one finish option will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the finish option is selected.

**6.4 WOOD PRODUCTS (AUG 2008)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center ([www.certifiedwood.org](http://www.certifiedwood.org)), the Forest Stewardship Council United States ([www.fscus.org](http://www.fscus.org)), or the Sustainable Forestry Initiative ([www.aboutsfi.org](http://www.aboutsfi.org)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.cites.org/eng/resources/species.html](http://www.cites.org/eng/resources/species.html)
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

**6.5 ADHESIVES AND SEALANTS (AUG 2008)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

**6.6 DOORS: SUITE ENTRY (AUG 2008)**

**TENANT IMPROVEMENT INFORMATION:**

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

**6.7 DOORS: INTERIOR (AUG 2008)**

**TENANT IMPROVEMENT INFORMATION:**

Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

**6.8 DOORS: HARDWARE (DEC 2007)**

**A. BUILDING SHELL:**

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

**B. TENANT IMPROVEMENT INFORMATION:**

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

**6.9 DOORS: IDENTIFICATION (SEP 2000)**

**A. BUILDING SHELL:**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

**B. TENANT IMPROVEMENT INFORMATION:**

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

**6.10 PARTITIONS: SUBDIVIDING (SEP 2009)**

**A. BUILDING SHELL:**

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done by the Lessor at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.





- e. Clear wood finishes:
    - i. Varnish: 350 g/L.
    - ii. Lacquer: 550 g/L.
  - f. Floor coatings: 100 g/L
  - g. Sealers:
    - i. Waterproofing sealers: 250 g/L.
    - ii. Sanding sealers: 275 g/L.
    - iii. All other sealers: 200 g/L.
  - h. Shellacs:
    - i. Clear: 730 g/L.
    - ii. Pigmented: 550 g/L.
  - i. Stains: 250 g/L.
  - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

**7.13 FLOOR COVERING AND PERIMETERS (AUG 2008)**

**A. BUILDING SHELL:**

- 1. Exposed interior floors in primary entrances and lobbies shall be marble, granite or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
- 2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
- 3. Any alternate flooring must be pre-approved by the Contracting Officer.
- 4. In addition to the building shell flooring discussed above, the Government-demised areas which are designated by GSA for cyclic carpet replacement shall be recarpeted every 5 years with a product meeting this solicitation's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

**B. TENANT IMPROVEMENT INFORMATION:**

- 1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.
- 2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
- 3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
- 4. Any alternate flooring shall be pre-approved by the Contracting Officer.

**C. INSTALLATION:**

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**D. FLOORING – REPAIR OR REPLACEMENT:**

- 1. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:
  - a. backing or underlayment is exposed;
  - b. there are noticeable variations in surface color or texture;
  - c. it has curls, upturned edges, or other noticeable variations in texture,
  - d. tiles are loose, or
  - e. tears and/or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

#### 7.15 CARPET TILE (AUG 2008)

A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:

1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw, and Honeywell (formerly BASF)].
2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, [www.epa.gov/epp](http://www.epa.gov/epp).
3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd<sup>2</sup> for level cut/uncut construction.
5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
10. *Flammability.* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
11. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
12. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.

#### 7.0 MECHANICAL, ELECTRICAL, PLUMBING

##### 7.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)

###### A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

###### B. SYSTEMS COMMISSIONING:

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

###### C. TENANT IMPROVEMENT INFORMATION:

The Lessor shall provide and operate all equipment and systems installed as Tenant Improvements in accordance with applicable codes, technical publications, manuals, and standard procedures.

##### 7.2 BUILDING SYSTEMS (AUG 2008)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

##### 7.3 ENERGY EFFICIENCY AND CONSERVATION (SEP 2010)

- A. Existing buildings must have earned the Energy Star label in the most recent year or will have obtained it prior to lease award, unless the offered space meets one of the statutory exceptions listed below. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the <http://www.energystar.gov> Web site. The term "most recent year" means that the date of award of the Energy Star label by EPA must not be more than 1 year prior to the lease award date. For example, an Energy Star label awarded by EPA on October 1, 2010 is valid for all lease awards made on or before September 30, 2011.

- B. To earn the Energy Star label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.
- C. EXCEPTIONS. The Energy Independence and Security Act of 2007 (EISA) allows a Federal agency to lease space in a building that does not have an Energy Star label if:
1. No space is offered in a building with an Energy Star label in the delineated area that meets the functional requirements of an agency, including location needs;
  2. The agency will remain in a building they currently occupy;
  3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
  4. The lease is for 10,000 rentable square feet or less.

D. REQUIREMENTS FOR ALL BUILDINGS EXCEPTED FROM AN ENERGY STAR LABEL.

1. If an Energy Star label building is not offered or an exception is met in accordance with subparagraph "C" above, the successful Offeror must, nevertheless, agree to renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease.
2. Such improvements may consist of, but are not limited to, the following:
  - a. Heating, Ventilating, and Air Conditioning (HVAC).
  - b. Lighting Improvements.
  - c. Building Envelope Modifications.

Additional information can be found on [www.gsa.gov/leasing](http://www.gsa.gov/leasing) under "Green Leasing."

3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.
4. If the offered space meets one of the statutory exceptions identified above, but the successful Offeror obtains the Energy Star label prior to occupancy (or no later than one (1) year after signing the lease for succeeding and superseding leases), the lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.

E. IMPROVEMENTS SCHEDULE. All improvements must be accomplished according to the following schedule:

1. With the exception of succeeding or superseding leases, the improvements must be completed **prior to occupancy**.
2. For succeeding and superseding leases, the improvements must be completed **no later than one (1) year after signing the lease**.

F. ENERGY STAR ONLINE TOOLS. To earn the ENERGY STAR label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be helpful in considering energy efficiency and conservation improvements to buildings.

1. ENERGY STAR® BUILDING UPGRADE MANUAL. This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at: <http://www.energystar.gov/bldgmanual>.
2. BUILDING UPGRADE VALUE CALCULATOR. The Building Upgrade Value Calculator, developed by the U.S. Environmental Protection Agency (EPA), is a product of the partnership between Energy Star, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Building Upgrade Value Calculator is available on the Energy Star Web site at <http://www.energystar.gov/financialevaulation>.

G. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC), as well as additional information on cost effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eere.energy.gov/femp](http://www.eere.energy.gov/femp) Web site, or call the Federal Energy Management Program (FEMP) Help Desk at 1-877-337-3463.

- H. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable.
- F. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**7.4 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)**

- A. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government.
- B. To earn the Energy Star Label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.
- C. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**7.5 INSULATION: THERMAL, ACOUSTIC, AND HVAC (AUG 2008)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

**7.6 DRINKING FOUNTAINS (AUG 2008)**

A. BUILDING SHELL:

The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

**7.7 TOILET ROOMS (AUG 2008)**

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following:
  - a. a mirror and shelf above the lavatory;
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
  - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
  - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall;
  - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
  - g. a disposable toilet seat cover dispenser; and
  - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
  - i. a floor drain.

- B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.



5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  - b. no permanent diffusers are used;
  - c. no plenum type return air system is employed;
  - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
9. Normal HVAC systems maintenance shall not disrupt tenant operations.
10. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

**B. TENANT IMPROVEMENT INFORMATION:**

1. *Zone Control.* Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**7.11 VENTILATION (AUG 2008)**

**A. BUILDING SHELL:**

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.
2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
4. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
  - a. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
  - b. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

**7.12 ELECTRICAL: GENERAL (SEP 2000)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

**7.13 ELECTRICAL: DISTRIBUTION (AUG 2008)**

**A. BUILDING SHELL:**

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied

with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.

2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.
4. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

**B. TENANT IMPROVEMENT INFORMATION:**

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
3. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer.

**7.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)**

**A. BUILDING SHELL:**

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
  - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
  - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
  - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
  - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

**B. TENANT IMPROVEMENT INFORMATION:**

Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvement Allowance. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

**7.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

**A. BUILDING SHELL:**

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.





B. CODE:

Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators (current as of the award date of this SFO)*. Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspectors' Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

**8.19 LIGHTING: INTERIOR AND PARKING (SEP 2009)**

A. BUILDING SHELL:

1. In accordance with subparagraph (10) of the, "Building Shell Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting, as part of the building shell cost, as follows:

- a. Unless alternate lighting is approved by the Contracting Officer, the Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager, and approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
- c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
- d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

B. TENANT IMPROVEMENTS:

1. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvement Allowance. The light fixtures shall meet the requirements as stated in the above Building Shell subparagraph A.
2. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is also part of the Tenant Improvement Allowance.
3. The design intent drawings may require a mixed use of recessed and pendant style fixtures in the leased space.
4. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter. Please see Security Requirements elsewhere in this solicitation.

**8.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES**

**8.1 MEANS OF EGRESS (SEP 2007)**

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

**8.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)**

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this lease), or the applicable local codes.
- E. **DEFINITIONS:**
  - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
  - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

**8.3 FIRE ALARM SYSTEM (AUG 2008)**

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories in height above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- C. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

**8.4 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

**8.5 ASBESTOS (SEP 2000)**

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.





**9.0 LEASE SECURITY STANDARDS**

**9.1 GENERAL REQUIREMENTS (NOV 2005)**

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at [www.oca.gsa.gov](http://www.oca.gsa.gov).
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

**9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)**

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

**9.3 ACCESS TO UTILITY AREAS (NOV 2005)**

Utility areas shall be secure, and only authorized personnel shall have access.

**9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (SEP 2009)**

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

A. Building Shell:

Emergency power to building systems is building shell.

B. Tenant Improvement:

Emergency power to agency special equipment is tenant improvement.

**9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)**

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

**9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.







**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

**1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

**2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
	PERFORMANCE	10	552.270-17
11		552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
12		552.270-19	Progressive Occupancy (SEP 1999)
13		552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
14		552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
15		552.270-10	Failure in Performance (SEP 1999)
16		552.270-22	Default by Lessor During the Term (SEP 1999)
17		552.270-7	Fire and Casualty Damage (SEP 1999)
18		552.270-8	Compliance with Applicable Law (SEP 1999)
19		552.270-12	Alterations (SEP 1999)
20	552.270-29	Acceptance of Space (SEP 1999) (Variation)	
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

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STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over \$25,000.)
SUBCONTRACTING	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
	46	52.219-8	Utilization of Small Business Concerns (MAY 2004) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
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**REPRESENTATIONS AND CERTIFICATIONS**  
(Acquisition of Leasehold Interests in Real Property)

Solicitation Number  
**OFL2230**

Dated  
**5/4/2011**

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
  - (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
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**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)
  - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above John P. Morris  
Administration and Finance Manager Jon
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT





United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign government;  
 Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- Sole proprietorship;  Government entity (Federal, State, or local);  
 Partnership;  Foreign government;  
 Corporate entity (not tax-exempt);  International organization per 26 CFR 1.6049-4;  
 Corporate entity (tax-exempt);  Other \_\_\_\_\_

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
(iii) Company physical street address, city, state and zip code.  
(iv) Company mailing address, city, state and zip code (if separate from physical).  
(v) Company telephone number.  
(vi) Date the company was started.  
(vii) Number of employees at your location.  
(viii) Chief executive officer/key manager.  
(ix) Line of business (industry).  
(x) Company Headquarters name and address (reporting relationship within your entity).

**10. DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

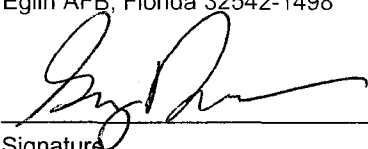
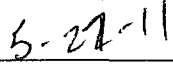
DUNS # \_\_\_\_\_ 613277649 \_\_\_\_\_

**11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)**

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- Registration Active and Copy Attached
- Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) Greg Donovan 1701 SR 85 N Eglin AFB, Florida 32542-1498  _____ Signature	TELEPHONE NUMBER (850) 651-7160   _____ Date
--	--	--

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR LESSOR GOVERNMENT

**RELEASE  
FIRE PROTECTION AND LIFE SAFETY  
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

The Offeror or the Offeror's representative shall complete this form based on a walk-through of the building or their knowledge of the building's fire protection and life safety systems. This form consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems.

**1. Fundamental Code Requirements.**

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

**2. Definitions.**

- a. **Low-Rise Building:** A building less than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 5 stories or less in height is typically considered a low-rise building.
- b. **Hazardous Areas:** Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, as part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **THIS SFO PRELEASE FORM WILL BE COMPLETED BY THE OFFEROR OR THE OFFEROR'S REPRESENTATIVE.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.

BUILDING ADDRESS			
Building Name:	Northwest Florida Regional Airport Terminal building		
Building Address:	1701 SR 85 North		
City:	Eglin AFB,		
State:	FL		
9-Digit Zip Code:	32579-1498		
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code:	Florida Building Commentary	YEAR:	2007
Fire Code:	Fire Prevention Code w/Okaloosa Co. Fire Life Safety	YEAR:	2007
SIZE AND LAYOUT			
The following information applies to (check one):			
		<input checked="" type="checkbox"/>	an existing building
		<input checked="" type="checkbox"/>	a building planned for lease construction
		<input type="checkbox"/>	a building planned for lease construction with Government option to purchase
Identify each floor in which space is offered to Government:		Ground Floor Concourse Addition & current office space	
Identify gross square footage of space offered to Government on each floor:		3,226 Ground floor	
Identify height (in feet) of the building above the lowest level of fire department vehicle access:		35	
Identify the number of floors above the lowest level of fire department vehicle access:		1	
Identify the number of floors below the lowest level of fire department vehicle access:		0	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
<input checked="" type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input checked="" type="checkbox"/> Storage	<input checked="" type="checkbox"/> Retail
<input type="checkbox"/> Other (list)			

**RELEASE  
FIRE PROTECTION AND LIFE SAFETY  
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

**BUILDING CONSTRUCTION TYPE (Check One)**

Fire resistive     Heavy Timber     Ordinary     Wood Frame     Unprotective non-combustible

**VERTICAL OPENINGS (CHECK ONE)**

Between Two or More Floors

Exit Stairways	<input type="checkbox"/> open	<input type="checkbox"/> enclosed with doors, provide description	
Shafts	<input type="checkbox"/> open	<input checked="" type="checkbox"/> enclosed, provide description	Stairwell between ground level and second floor of concourse
Atrium	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description	
Other	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description	
None	<input type="checkbox"/>		

**ELECTRICAL SYSTEM**

Please Check YES, NO, or NA to the following question:	YES	NO	NA
The building electrical system appears to comply with the NFPA 70, <i>National Electrical Code</i> in that there are no obvious deficiencies (e.g., temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.	X		

**BUILDING EGRESS AND EXITING SYSTEM**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Unrestrictive access is provided to a minimum of two exits on each floor.	X		
Scissor stairs count as only one approved exit.			X
Fire escapes are not counted as an approved exit.			X
Corridors have a 1-hour fire-resistive rating.	X		
Exit access is at least 44 inches wide.	X		
All exit stairways terminate directly at a public way or at an exterior exit discharge.	X		
All exit doors swing in the direction of exit travel.	X		

**BUILDINGS PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than <i>one-third</i> the length of the maximum overall diagonal dimension of the building or area served.	X		
The travel distance to the exits is not more than 300 feet.	X		
The maximum length of a dead-end corridor is 50 feet.			X
The common path of travel is not more than 100 feet in length.	X		

**BUILDINGS NOT PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
The minimum separation distance between two exits or exit-access doors measured in a straight line between the exits or exit-access doors shall not be less than <i>one-half</i> the length of the maximum overall diagonal dimension of the building or area served.			X
The travel distance to the exits is not more than 200 feet.			X
The maximum length of a dead-end corridor is 50 feet.			X
The common path of travel is not more than 75 feet in length.			X

**RELEASE  
FIRE PROTECTION AND LIFE SAFETY  
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

**STANDPIPES AND PORTABLE FIRE EXTINGUISHERS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Standpipes are installed in building.	X		
Portable fire extinguishers are installed in building.	X		

**BUILDING EXIT HARDWARE AND EGRESS DOORS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
All exit stairway doors are in proper working order.	X		
All exit stairway doors are self-closing or automatic-closing; and self-latching.	X		
In an emergency, all exit stairway doors permit re-entry from the exit stairway enclosure to the interior of the building.	X		
Exit doors require one action to open (e.g., no locks, locked during unoccupied periods only). NOTE: Special locking arrangements may be permitted if allowed by local jurisdiction.			X

**AUTOMATIC FIRE SPRINKLERS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Automatic fire sprinklers are installed throughout the building.	X		
Automatic fire sprinklers are installed in all below-grade space.			X
Automatic fire sprinklers are installed only in corridors.		X	
Automatic fire sprinklers are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i> ).	X		
Automatic fire sprinklers are installed in other locations in the building (describe locations on additional sheet).	X		
Central Sprinkler Company's Omega line of fire sprinklers are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			X
Automatic fire sprinklers having an "O-Ring" are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			X
The automatic fire sprinkler system is electronically supervised in accordance with NFPA 13, <i>Standard for Installation of Sprinkler Systems</i> .	X		
The automatic fire sprinkler system is maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> .	X		

**SMOKE DETECTORS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Smoke detectors are installed throughout the building.			
Smoke detectors are installed only in corridors.		X	
Smoke detectors are installed only in elevator lobbies.			X
Smoke detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i> ).	X		
Smoke detectors are installed in other locations in the building (describe other locations on additional sheet).	X		
Duct smoke detectors are installed in the building.	X		

**HEAT DETECTORS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Heat detectors are installed throughout the building.	X		
Heat detectors are installed only in corridors.	X		
Heat detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i> ).	X		
Heat detectors are installed in other locations in the building (describe other locations on additional sheet).			X

**RELEASE  
FIRE PROTECTION AND LIFE SAFETY  
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

**FIRE ALARM SYSTEM**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
A fire alarm system is installed in the building.	X		
Audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.	X		
Visible alarm notification appliances are installed and located throughout the building.	X		
Operation of the fire alarm system automatically notifies building occupants to evacuate or relocate within the building.	X		
Operation of the fire alarm system automatically notifies the local fire department or UL central station service.	X		
Emergency power is provided for the fire alarm system.	X		
The fire alarm system has emergency voice communication capabilities.	X		
The fire alarm system is maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm Code</i> .	X		

**HAZARDOUS AREAS**

Hazardous Areas as defined by NFPA 101, *Life Safety Code*

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Hazardous areas are located in the building.		X	
List locations of all hazardous areas in the building (describe locations on additional sheet).			X

**EXIT SIGNS, EMERGENCY LIGHTING, & EMERGENCY POWER**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Illuminated exit signs are installed along exit paths.	X		
Emergency lighting is installed along exit paths.	X		
Emergency power is provided for building's life safety systems (e.g., exit signs, emergency lighting, fire alarm, etc.).	X		
An emergency generator is installed in the building to provide emergency power to the building's life safety systems.	X		
An UPS system is installed in the building to provide emergency power to the building's life safety systems.	X		

**INTERIOR FINISH**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Offered space has corkboard installed on walls.		X	
Offered space has carpet installed on walls.		X	
Offered space has wood paneling installed on walls.		X	

**ELEVATORS**

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X		
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X		
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X		
Elevators recall to an alternate level when activated by primary level smoke detector.	X		
Elevators are equipped with firemen's manual capture feature.	X		

**PUBLIC ADDRESS SYSTEMS**

Please Check YES, NO, or NA to the following question:	YES	NO	NA
An independent public address system is provided throughout the building.	X		



PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN  
EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS 1701 SR 85 North, Eglin AFB, FL 32542	
BUILDING NAME: Northwest Florida Regional Airport	
BUILDING ADDRESS: 1701 SR 85 N	
CITY: Eglin AFB	
STATE: FL	
Year Built: 2004	Year Last Renovated: 2011
<b>SIZE AND LAYOUT</b>	
The following information applies to (check one):	
<input checked="" type="checkbox"/> an existing building	
<input checked="" type="checkbox"/> a building planned for lease construction	
Space offered to Government (By Floor): First Floor 3,226 sf	
Approximate gross area of typical floor (identify atypical floors individually)	
Building Height in Feet: 35 feet	
Number of Stories Above Grade 2	
Number of Stories Below Grade: 0	
<b>OTHER OCCUPANCIES IN BUILDING (Check All That Apply)</b>	
Restaurants:	_____ <input checked="" type="checkbox"/>
Laboratories:	_____
Storage:	_____ <input checked="" type="checkbox"/>
Retail:	_____ <input checked="" type="checkbox"/>
Day Care Center:	_____
Other, list:	_____

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PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

Identify the number of stories of the building (above and below grade)

Identify the approximate gross square footage per floor in the building.

Identify the proposed floors offered to the Government to occupy

<u>Exterior Materials</u>	<u>Yes</u>	<u>No</u>
Brick		X
Block	X	
Concrete – Precast	X	
Concrete – Poured	X	
Metal Panels	X	
Glass Exterior	X	

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

<u>Question</u>	<u>Yes</u>	<u>No</u>
Is the water supply to the building protected?	X	
Is the main unit of air/ventilation system accessible to the public?		X
Is the wire closet locked?	X	
Is utility access locked?	X	
Is there exterior access to the electric service?		X
Is there exterior access to the gas service?		X
Is there exterior access to the water service?		X
Is there exterior access to the telephone service?		X
Is there exterior access to any other heating source?		X
Is fuel stored within the building?		X
Are there exterior propane fuel tanks?		X
For the facilities with exterior propane fuel tanks, are they protected?		n/a

## PRE-LEASE BUILDING SECURITY PLAN

## PERIMETER INFORMATION

<b>General Public Access</b>	<b>Distance in Feet</b>
Distance in feet from the building to the nearest public street.	250
Distance in feet from the building to the nearest public on-street parking.	None
Distance in feet from the building to the nearest public parking lot.	100

Provide a site sketch showing perimeter distances. Previously provided to TSA and GSA

Describe the building's emergency lighting system. All lighting in all areas is on natural gas generator

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons". Full lighting is provided as well as CCTV to all public areas adjacent to the building.

Identify and describe if emergency power is provided within the building. Natural gas generator provided 100% emergency power within and adjacent to building

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable. Meets all required standards and tested weekly

Identify and describe any garage or parking area control or surveillance systems in place. No parking garage. Surface parking is well lighted and surveyed by CCTV

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel. All areas are locked and require approved access

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel. Roof access is via key control and biometric access control

Identify and describe alarm/emergency notification system. All alarms are monitored by Airport Operations Center 24/7

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including, No windows in area to be leased

Typical size

Thickness of panes

Type of frame

Type of anchorage

Number of windows

Type of glass


Type of configuration (single-pane, insulated, laminated, etc.)

Security film thickness (if installed)

Date film was installed

PRE-LEASE BUILDING SECURITY PLAN

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below. N/A

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## PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

## PRE-LEASE BUILDING SECURITY PLAN

## STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

*(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)*

Signature: Christopher N. Lunsford Date: 5-17-2011

Printed Name: Christopher N. Lunsford

Name of Firm: THE LPA GROUP INCORPORATED  
Phone #: (251) 380-0898

License Number: AR94875

Stamp Here:

N/A. No windows in area to be leased.

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

No CORRECTIONS

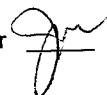
Signature: NOT APPLICABLE Date: \_\_\_\_\_



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

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

Name of Firm: \_\_\_\_\_

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Lease: GS-04B-61837

Exhibit A

COMPOSITE RATE of BLOCKS B & C				
TERM: 6/1/2011 - 5/30/2021				
	RSF	Rent	PRSF	Total Annual Rent
BLOCK B	288	\$ 15,301.44	\$ 53.13	\$ 15,301.44
BLOCK C	348	\$ 18,489.24	\$ 53.13	\$ 18,489.24
	<b>TOTAL</b>	<b>Rent</b>	<b>PRSF</b>	<b>Total Annual Rent</b>
TOTAL B & C	636	\$ 33,790.68	\$ 53.13	\$ 33,790.68

COMPOSITE RATE of all blocks after completion and acceptance of TI by the Contracting Officer				
TERM: * - 05/30/2021				
	RSF	Rent	PRSF	Total Annual Rent
BLOCK A	2,590	\$ 137,606.70	\$ 53.13	\$ 137,606.70
BLOCK B	288	\$ 15,301.44	\$ 53.13	\$ 15,301.44
BLOCK C	348	\$ 18,489.24	\$ 53.13	\$ 18,489.24
	<b>TOTAL</b>	<b>Rent</b>	<b>PRSF</b>	<b>Total Annual Rent</b>
TOTAL A,B,C	3,226	\$ 171,397.38	\$ 53.13	\$ 171,397.38

\* Term dependant upon the completion and subsequent acceptance of all tenant improvements by the Contracting Officer

GOV'T \_\_\_\_\_

Lessor \_\_\_\_\_