

SOLICITATION FOR OFFERS N40080LI13422

**Administrative Space
NAVAL AIR STATION PATUXENT RIVER, MARYLAND
Naval Air Systems Command (NAVAIRSYSCOM)**

Office Space consisting of:

17,778 Square Feet (LI-13422)

April 21, 2023

Prepared By:
Naval Facilities Engineering Systems Command Washington
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Real Estate Contracting Officer

Questions about this SFO must be addressed via electronic mail to the Real Estate Contracting Officer at the emails listed herein, and the Subject line should be marked "N40080LI13422 – Attn: Code RE."

Questions should be submitted by electronic mail to: brittany.a.marshall7.civ@us.navy.mil,
paul.e.schindler4.civ@us.navy.mil and justin.a.kafka.civ@us.navy.mil.

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ATTACHMENTS:

- A. ROOM SCHEDULE
- B. SF 2 FORM, GOVERNMENT LEASE FOR REAL PROPERTY
- C. GSA FORM 3517B, GENERAL CLAUSES
- D. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS FORM
- E. PROPOSAL TO LEASE SPACE
- F. GSA FORM 3516, SOLICITATION PROVISIONS
- G. FORM 12000, PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION
- H. PRELEASE BUILDING SECURITY PLAN
- I. CERTIFICATE OF SEISMIC COMPLIANCE FOR EXISTING BUILDINGS
- J. RADIUS MAP

1.0 SUMMARY OF MINIMUM REQUIREMENTS

1.1 AMOUNT AND TYPE OF SPACE

- A. The Department of the Navy seeks to award a one-year lease, with four (4) one-year renewal options in St. Mary's County, Maryland. The space requirement is for approximately 17,778 American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) square feet of Class A administrative office space.

The rentable space shall yield a net interior square footage in accordance with minimum room sizes as described in Attachment A, *Room Schedule*, plus inside corridors available for use by Tenant for personnel, furnishings, and equipment. Refer to "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS Section of this Solicitation for Offers (SFO). Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet. The Navy reserves the right to award additional leases using this Solicitation for Offers as required. The use of the space will be for government purposes.

The Offeror is required to provide a proposed layout of the space to be leased to include all the rooms required by the Government (refer to Attachment A, Room Schedule, and common area floor service areas). The Government will advise the Offeror if the layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will then have the option to increase the ANSI/BOMA Office Area square footage offered by no more than 1,000 square feet. If the Offeror is already providing the maximum ANSI/BOMA Office Area and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.

- B. **SERVICE, UTILITIES, MAINTENANCE:** Full service lease to include all utilities, electric, gas, water, sewerage disposal, Wi-Fi, HVAC, janitorial and cleaning services, taxes, insurance, interior and exterior maintenance, carpet cleaning, painting, partitions or dividers in the space, initial replacement of lamps, tubes and ballasts, phone service, computer connectivity, trash removal, toilet supplies, window washing, operation, snow removal, site and parking lot maintenance, security monitoring including security equipment maintenance and repair, landscaping and lawn care/grass cutting throughout the term of the lease and all renewals. Services, utilities, and maintenance to be provided five days per week, Monday through Friday, extending from 6:00 am to 6:00 pm excluding federal holidays. Janitorial services shall be performed during the tenant's working hours. All furniture, including systems furniture, and equipment requirements to be provided at the Government's expense. Tenant agrees that it will use and occupy the Premises and leave same in neat and orderly condition, reasonable wear and tear excepted.
- C. **PARKING REQUIREMENT:** The Offeror must include a parking area to accommodate 70 vehicles in accordance with applicable local standards. The parking area must be well-lit and have painted lines.
- D. The Offeror must be able to receive daily business mail and packages during the business week.

1.2 AREA OF CONSIDERATION

The space must be located in Lexington Park, St. Mary's County, Maryland, within eight (8) miles of Naval Air Station (NAS) Patuxent River, Maryland, Gate 1. Boundary limits encompassing:

Northwest Limit – Route 245 south of Hollywood, MD
 Southern Limit – Potomac River
 Eastern Limit – Chesapeake Bay
 Western Limit – Route 5 south of Leonardtown, MD

1.3 SPACE CHARACTERISTICS

- A. The space must fully meet the construction requirements of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (36 CFR 1191 including Appendixes A-E). This includes the facility and all leased space (entrance areas, parking, accessible route, entrance and egress, ramps, stairs, handrails, alarms, doors, restrooms, drinking fountains, and elevators).
- B. All Government leased space shall be heated and cooled/air conditioning is required in the leased premises to help maintain an even temperature throughout the year, in accordance with the temperatures of this SFO.
 - 1. HVAC responsibility for maintenance, troubleshooting, and replacement of the supplemental A/C units are located in both communications rooms belong to the Lessor.
- C. The building should comply with requirements of Federal, State, and local fire and life safety standards.
- D. At the Government's discretion, the installation and maintenance of at least one defibrillator in the suite for safety and first aid.
- E. The building construction should comply with all Federal, State, and local codes. When the applicable codes conflict, the more stringent standard shall apply.
- F. In addition to the requirements of Section 9.0 through 9.14 below, security must be provided by the Offeror to include the following: security lighting above each entrance door, double cylinder door locks, and an Intrusion Detection System (IDS). The IDS consists of monitors and electronic sensors designed to detect, not prevent, an attempted intrusion. These sensors are designed to detect movement, changes in heat sources, door openings, and sound changes. The Lessor will be required to provide monitoring by a third party (e.g., SECOM, Brinks, ADT, etc.) as part of the lease costs. A special pass or identification requirements, security clearance requirements, or escort requirements will be necessary. Offeror shall include a controlled access system requiring badge entry for all employees to access the leased space and include these within the lease costs.
- G. Space must meet all requirements set forth in this section and sections 3 through 9 of this Solicitation for Offers (SFO).
- H. The lease space must meet or exceed requirements equivalent to the security standards established by the Department of Homeland Security's Interagency Security Committee (ISC). Requirement LI-13422 shall meet all Facility Security Level (FSL) Level 2 Requirements. The Risk Management Process for Federal Facilities shall apply to all off-installation leased space managed by Department of Defense (DoD) and all DoD occupied

spaced in buildings owned or operated by the U.S. Government. For more information go to: <https://www.cisa.gov/sites/default/files/publications/isc-risk-management-process-2016-508.pdf>

1.4 LEASE TERM

The lease term will be a one-year firm term lease with four (4) one-year renewal options. The Government may terminate this lease without cost and in the best interests of the government after the first year, in whole or in part, upon 30 days written notice to the Offeror. All terms and conditions contained herein shall prevail throughout the term of the lease. The Navy reserves the right to award additional leases using this Solicitation for Offers as required.

1.5 AWARD

- A. After the conclusion of negotiations, if held, the Real Estate Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by Naval Facilities Engineering Systems Command Washington, which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 U.S. Government Lease for Real Property,
 - 2. The General Clauses,
 - 3. Required Representations and Certifications,
 - 4. The pertinent provisions of the offer, and
 - 5. The pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of acceptance of the offer or execution of the lease by the Real Estate Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.
- D. The Government reserves the right to award the lease without discussions.
- E. The Government reserves the right to not award to any Offeror and cancel this SFO if it deems appropriate without liability or cost to the Government.

1.6 OCCUPANCY DATE

The Navy requires a beneficial occupancy date for Requirement LI-13422 no later than Monday, September 06, 2023.

1.7 MINIMUM REQUIREMENTS

The requirements listed within Section 1 and Sections 3 through 9 of this SFO are all minimum requirements of the lease.

1.8 AVAILABILITY OF FUNDS

Award of this lease and all agreements related to the obligation of the Government to make payments pursuant to the award of this lease contemplated in this SFO are subject to U.S. Law and the availability of appropriations. Award of any lease under this SFO is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No

legal liability on the part of the Government under this SFO or for any payment may arise until funds are made available to the Real Estate Contracting Officer for a lease and until the Offeror receives notice of such availability, to be confirmed in writing by the Real Estate Contracting Officer. In the event sufficient funds are not made available, the Government may not make an award under this SFO for either the base year or subsequent option years, if exercised.

2.0 **AWARD PROCESS**

2.1 **HOW TO OFFER**

- A. Offers must be received no later than **12:00 PM Eastern Standard Time on Friday, May 12, 2023** and must remain open until award. Be advised that the award may be made based on initial offers without discussion. If necessary, discussions will be held with all Offerors in the competitive range should one be established. Offers shall be submitted electronically via email to DoD SAFE (Secure Access File Exchange) website <https://safe.apps.mil/>.

In order to submit a proposal through the DoD SAFE website, Offerors must Request a Drop-Off. Please submit via email to Brittany Marshall (brittany.a.marshall7.civ@us.navy.mil), Paul Schindler (paul.e.schindler4.civ@us.navy.mil), and Justin Kafka (justin.a.kafka.civ@us.navy.mil) the name, email address, and phone number of the individual(s) who requires access to DoD SAFE. The recipient(s) will receive an automated email containing the instructions for uploading the file(s). Instructions on how to use DoD SAFE can be found here: <https://safe.apps.mil/>.

Submissions must be received by the due date and time listed above.

- B. Format of Offer: Offers must be divided into two separate parts, Part A, Cover Letter with Rental Offer and Part B, Technical Data. On the subject line of all submittals, offers must be marked with the SFO number and the "LI" number assigned to the requirements in Paragraph 1.1 in this SFO. Example: "SFO N40080LI13422, Requirement LI-13422". **If Offeror elects to make multiple offers each submission must be submitted via DoD SAFE website separately.** Offers, and any subsequent modifications thereof, shall be submitted via DoD SAFE website addressed to the Real Estate Contracting Officer on or before the due date for offers. Offers shall conform to all instructions set forth in this SFO. Modifications of offers may also be submitted by e-mail to brittany.a.marshall7.civ@us.navy.mil, paul.e.schindler4.civ@us.navy.mil and justin.a.kafka.civ@us.navy.mil on or before the due date for offers.

PART A, Cover Letter with Rental Offer:

The Offeror shall include with its proposal a dated cover letter on its letterhead stationary formally responding to the SFO. The cover letter shall be signed by the Offeror and all persons or entities, other than limited partners, who will have a financial interest in the project. Erasures or other changes on the cover letter must be initialed by the person(s) signing the offer. Pages should be numbered. The letter should reference this SFO by title and number and contain the information listed below.

1. The name of the Offeror and confirmation that the Offeror and owner are not U.S. Government employees.
2. Name and telephone numbers of the person(s) authorized to negotiate and execute any resulting lease; internet e-mail address if such communication is accepted; alternate point of contact and phone numbers.

3. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
4. Provide appropriate evidence of ownership of the property. If the Offeror is not the owner, provide evidence of the Offeror's authority to act for the property owner. Offer signed by an agent shall be accompanied by an original signed document evidencing the agent's authority to offer the leased space.
5. Identification and location of the property offered.
6. Confirmation the space will meet all minimum specifications, provisions, clauses, terms and conditions of the solicitation and lease, and that the offer remains valid through award unless earlier withdrawn. Include acknowledgement that all pages of the SFO including Attachments were received by the Offeror.
7. Provide the rental offer and breakdown using the Form entitled "Proposal to Lease Space," (attached). Total Annual Rent for the initial one-year firm term and for each subsequent option year must be a fixed level amount, and must include all maintenance, common area charges, building exterior cleaning, trash removal, snow removal, janitorial services, water and sewer services, landscape maintenance, all Offeror-provided utilities and security system costs. Total rental per annum and per square foot, including utilities shall be provided. The Government would prefer to make one annual payment or two bi-annual payments instead of monthly payments. Please include payment duration requirements in the rental breakdown.
8. Completed GSA Form 3518, Representations and Certifications (initial all pages).

PART B. Technical Data: Include a summary which:

1. Provides a layout sketch at 1/8"=1' scale (or larger standard scale) showing location and measurement of existing and/or proposed windows, loading dock(s), entrances and exits of the building, type of construction, interior finishes of walls and ceilings in all habitable rooms, corridors and exit-ways within the space. Show proposed location of all required spaces as described in this solicitation, including ANSI/BOMA square footage measurements for each space and corridor that demonstrate the space requirements are met and that all standards for accessibility to the physically disabled are also met. Indicate or describe the location of parking spaces relative to the entrance to the leased space. Indicate whether the spaces will be reserved for the Government or shared by other tenants. Parking area must be lighted and within a reasonable distance to the building(s) being considered, not to interfere with ISC guidelines. Also provide a description of exterior door construction, direction, and lock type.
2. Provide a location map and statement of distance in St. Mary's County, Maryland. Offered location must be within an eight (8) mile radius of Naval Air Station (NAS) Patuxent River, Maryland, Gate 1.
3. Provide a schedule for delivery of space ready for occupancy upon award of lease, including date of final layout approval by the Government, 60% completion date, date when Offeror can install systems furniture, date when Government telephone/data equipment can be installed, date when Tenant can move equipment into space, date of preliminary acceptance inspection, and date space will be complete and ready for move-in/rent start.

4. Provide Property Manager/Maintenance Point of Contact and any pertinent policies regarding response to problems related to HVAC, pests, keys/locks, alarms, spills/carpet stains, snow removal, and towing of improperly parked vehicles.
 5. Provide a brief narrative that discloses all deviations from the current local building codes for new structures, including those permitted by so-called "grandfather clauses."
 6. Provide a brief narrative that explains whether and how the property has addressed compliance with the security standards as described in this solicitation.
 7. Provide a brief narrative that explains exterior landscaping and drainage direction.
 8. Provide interior and exterior photos of the existing facilities.
 9. Explain how the proposed space will provide efficient layout of all required rooms included in Attachment A, Room Schedule, including location of space within the building.
 10. Provide at least one (1) but not more than three (3) examples demonstrating the Offeror's ability to successfully accomplish the tenant improvements and/or manage the lease including services, utilities, and maintenance. Leases submitted for this Factor shall be completed or ongoing within the last five years. The following information should be included for each example cited:
 - i. Identify location of the lease, a short description of the circumstances and any unique requirements of the lease;
 - ii. Dates of the lease;
 - iii. Value associated with the lease or contract arrangement; and
 - iv. Point of Contact and current Phone Number who can verify information provided.

Note: It is the Offeror's responsibility to choose those leases which best demonstrates its abilities. In selecting which leases to submit, Offerors should include those they consider to be the most relevant to the lease contemplated by this SFO.
 11. Completed Attachment G, *Prelease Fire Protection and Life Safety Evaluation* (Form 12000).
 12. Completed Attachment H, *Prelease Building Security Plan*.
 13. Completed Attachment I, *Seismic Certification Form*.
 14. Any other information (such as a fact sheet, color photograph, site plan, location map, and tax parcel map) in cases of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within five (5) working days of the request.
- C. Refer to *GSA Form 3516*, Solicitation Provisions, for additional instructions. If additional information is needed, the Real Estate Contracting Officer (or the Real Estate Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded.

2.2 PREPARATION OF OFFERS

- A. Offerors are expected to carefully examine the drawings, specifications, schedules, and all other information and instructions contained in this SFO. Failure to do so will be at the Offeror's risk.
- B. Failure to prepare, format, and submit all information required by this SFO, including all sections and Attachments, will be at the Offeror's risk.
- C. All proposals, presentations, and accompanying information, including post-award submittals by the Offeror, shall be made and submitted in accordance with the directions contained in this SFO. An Offeror's inability to comply with the Submission Format may, at the Government's option, result in disqualification and removal of an Offeror from consideration under this SFO.

2.3 WHO MAY SUBMIT AN OFFER

An Offeror may be an individual, partnership, corporation, or association. The forming of a Joint Venture, an association of two or more persons, corporations, partnerships, and/or associations, to carry out a single business enterprise for profit, for which purposes the parties combine their property, money, efforts, skill and knowledge, is considered an acceptable business entity under this SFO. However, if the Offeror is a Joint Venture, it must (1) be established prior to the submission of initial offers, and (2) the initial offer submitted must contain the Agreement for Joint Venture or similar documentation signed by all participating parties.

2.4 EXPLANATION TO PROSPECTIVE OFFERORS

A prospective Offeror desiring an explanation or interpretation of the SFO, specifications, or other related information, must request such explanation in writing addressed to the Real Estate Contracting Officer at the email address provided on the cover of this SFO, and marked Attn: Code RE at least five (5) days prior to the due date for receipt of offers. Such requests may be emailed to brittany.a.marshall7.civ@us.navy.mil, paul.e.schindler4.civ@us.navy.mil and justin.a.kafka.civ@us.navy.mil. Verbal explanations or instructions will not be binding on the Government. Any information given to a prospective Offeror concerning the SFO will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of the information would be prejudicial to other prospective Offerors.

2.5 MULTIPLE OFFERS

Offeror(s) may submit multiple offers. If an Offeror elects to make multiple offers each submission must be submitted separately via DoD SAFE website. Separately price each offer, and distinctly mark each package and page so that if the pages become separated, the reader can clearly identify what offer the package or page applies to. Each offer shall meet the requirements of this SFO separately to enable evaluation without the need to request additional information.

2.6 AMENDMENTS TO THE SFO

This SFO shall not be changed or amended except by a formal written Amendment signed by the Real Estate Contracting Officer. Should this SFO be amended, all record holders of the SFO will be provided a copy of the Amendment. If this SFO is amended, all terms and conditions which are not modified shall remain unchanged and shall continue in full force and effect. Offerors shall acknowledge receipt of any Amendment by signing and returning one copy of the Amendment to the Real Estate Contracting Officer. The Real Estate Contracting Officer must receive the signed acknowledgement of the Amendment by the time and at the place specified in the SFO for the receipt of offers.

2.7 LIMITATION

In no event will the Government bear any costs associated with the preparation of Offeror's

responses to this SFO or the Offeror's post-award submissions and actions required by this SFO.

2.8 NEGOTIATIONS

- A. Discussions, if any, will be conducted on behalf of the Government by the Real Estate Contracting Officer (or the Real Estate Contracting Officer's designated representative). The Real Estate Contracting Officer is named on the cover of this SFO. The Government will negotiate 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 Real Estate Contracting Officer or designee.
- C. The Government reserves the right to award based on initial offers and not conduct discussions. The Government may conduct written discussions with responsible Offerors within the competitive range, should one be established by the Government. If established, the range will be determined by the Real Estate Contracting Officer on the basis of cost or price and other factors that are stated in this SFO and will include all of the most highly rated offers, unless the range is further reduced for purposes of efficiency. Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from discussions, if held. The Government will provide written notification to Offerors selected or non - selected for competitive range, if applicable.
- D. Offerors within the Competitive Range, if established, will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the discussions. Discussions will be closed with submission of final offer revisions ("Best and Final offers").

2.9 EVALUATION FACTORS

- A. The lease will be awarded to the Offeror whose offer is of best value to the Government. "Best value" is defined as: the most advantageous tradeoff between price and performance for the government. Best value is determined through a process that compares strengths, weaknesses, risk, price and performance, to select the most advantageous value to the Government. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussion.

The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

- B. Factor 1 - Price is defined as the total cost across the total term of the lease. Total lease cost includes all maintenance, common area charges, building exterior cleaning, trash removal, snow removal, janitorial services, water and sewer services, landscape maintenance, all Offeror-provided utilities and security system costs (at a minimum), for the base year and all option years, plus tenant improvements, build out costs and associated Government relocation costs such as furniture, utilities, telecommunications, security monitoring, Wi-Fi, replication costs, and other move-related costs, if applicable.
- C. Factor 2 – Location: The space must be located in St. Mary's County, Maryland, within an eight (8) mile radius of Naval Air Station (NAS) Patuxent River, Maryland, Gate 1, from the offered location. Facilities outside this delineated area will be ineligible for award. Space that is closer

in proximity to Naval Air Station Patuxent River, Maryland, Gate 1, may be evaluated more favorably than space located further from Naval Air Station Patuxent River, Maryland, Gate 1.

- D. Factor 3 – Experience: Offerors shall provide a minimum of one lease and a maximum of three leases that best demonstrate their experience performing a lease similar to the solicited requirement. Leases submitted for this Factor shall be completed or ongoing within the last five years. For this Factor, Offerors will be evaluated on the breadth and depth of similar experience and how successfully they performed on leases that are similar in magnitude and complexity to the subject project.
- E. Factor 4 – Past Performance: The assessment of the Offeror's past performance will be used as a means of evaluating the capability of the Offeror to perform successfully on the subject lease. The evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. Note that in evaluating the Offeror's past performance, the Government may consider information in the offer and information from other sources, including references, past and current lessees, Government agencies and any other sources deemed necessary.

The currency and relevance of the Past Performance information, source of the information, context of the data, and general trends in Offeror's performance shall be considered. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive No Rating.

Factors 2, 3, and 4 are of equal importance to each other and when combined are equal to price.

2.10 AWARD

The Government anticipates, but cannot guarantee, award of the lease in September 2023.

The lease will be awarded to the responsive Offeror(s) who submits an offer which is determined to be the best value to the Government. The Government may, however, at its option: (1) choose to reject any and all offers without a requirement for justification, or (2) accept initial offers without discussions, or (3) award to other than the lowest priced Offeror or other than the highest technically rated Offeror. "Best value" is defined as: the most advantageous tradeoff between price and performance for the government. Best value is determined through a process that compares strengths, weaknesses, risks, performance and price to select the most advantageous value to the government.

The Government may accept an offer whether or not there are discussions after its receipt, unless a written notice of withdrawal is received before award. Discussions conducted after receipt of an offer do not constitute a rejection or a counteroffer by the Government. Offerors may be requested to submit Best and Final Offers in the form of an executed Standard Form 2, with General Clauses and details of the space offered, sufficient for final execution by the Navy's Real Estate Contracting Officer. The Navy may award the lease by signing the offered document, or by issuing an award letter with a final lease document to follow within ten (10) work days. A written notice of award or acceptance of offer signed by the Real Estate Contracting Officer and mailed or otherwise furnished to the Offeror shall result in a binding contract without further action by either party.

Neither financial data submitted with an offer, nor representations concerning financing, will form a part of the resulting lease. However, if the resulting lease contains a clause providing for price reduction for defective cost or pricing data, the lease price will be subject to reduction if the cost or pricing data furnished is incomplete, inaccurate, or not current.

3.0 **MISCELLANEOUS**

3.1 **UNIT COSTS FOR ADJUSTMENTS**

A. The Offeror is required to state in the offer, or in an attachment, unit prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by the Government, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Offeror and the Government:

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per wall-mounted duplex electrical outlet.
3. The cost per wall-mounted fourplex (double duplex) electrical outlet.
4. The cost per dedicated clean electrical computer receptacle.
5. The cost per interior door.

3.2 **SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS**

A. The Offeror may be requested to provide alterations during the term of the lease. The two sections from Attachment C, *U.S. Government Lease for Real Property*, General Clauses, 552.270-31, *Prompt Payment* (Deviation FAR 52.232-25), and 552.270-31 (b), *Invoice and inspection requirements for payments other than rent*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders may be placed by the Real Estate Contracting Officer. The Real Estate Contracting Officer may provide the Offeror with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials.

3.3 **SPECIFIED AREAS**

The specified area is the minimum square footage requirement. All offers at or above this minimum will be considered on total annual rent basis.

3.4 **ANSI/BOMA OFFICE AREA (ABOA) SQUARE FEET**

A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-2010 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.").

B. ANSI/BOMA 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, ANSI/BOMA square feet shall be computed as if the deviation were not present.

3.5 **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 square feet to determine the rental square feet for the offered space).

3.6 **APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to

post Government rules and regulations where the Government leases space.

3.7 LIQUIDATED DAMAGES

In case of failure on the part of the Offeror to complete the work within the time fixed in the lease contract or letter of award, the Offeror shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$600.00 per calendar day. This amount should equal rent in another location 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. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

3.8 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA square feet of operating expenses not required to maintain the Space.
- C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

3.9 AFTER AWARD

Lease: Within ten (10) calendar days after receipt or notice of award, the Offeror shall sign and forward Attachment B, *U.S. Government Lease for Real Property*, to the Real Estate Contracting Officer for execution.

A. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

Ten (10) days prior to the completion of interior construction, the Offeror shall issue written notice to the Government to inspect the space. The Government shall have fourteen (14) calendar days to inspect and to either accept or reject the subject space.

- 1. Substantially completed space may be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Offeror's space as not substantially complete as defined herein, the Offeror shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
- 2. The Offeror 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 Offeror 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.

B. RENT COMMENCEMENT:

The rent commencement date shall be set to occur after space acceptance is made by the Government. In any event, the Government will not be required to accept space and commence

rent prior to the original schedule as indicated in the lease.

3.10 CONSTRUCTION SCHEDULE

- A. Within five (5) calendar days after award, the successful Offeror shall submit to the Real Estate Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in Section 1.6 of this SFO. The finalized schedule shall be submitted no later than 30 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) completion and availability for move-in of each portion of the Government-demised area; and 8) final construction completion prior to the lease start date. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines and furnishings and equipment prior to occupancy.

C. FINAL LAYOUT DRAWINGS FOR REVIEW:

- 1. The Offeror shall prepare, at the Offeror's expense, and provide to the Government, for the Government's approval, Final Layout Drawings. The Government shall use best efforts to coordinate the provision of such information and details as required by the Offeror's architect to complete such drawings in a timely manner. Final Layout Drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space and shall consist of: 1) basic architectural information, wall types and location, door types and location, furniture locations, electrical, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Final Layout Drawings shall be due from the Offeror within fifteen (15) calendar days from award.
- 2. Review. The Government retains the right to review, and request modifications (if necessary) to, the Offeror's Final Layout Drawings prior to the Offeror's commencement of interior construction. The Government's review of the Final Layout Drawings is limited to the construction documents' conformance to the specific requirements of the SFO and the Government's adjustments. The Government shall perform all reviews of the Final Layout Drawings within ten (10) calendar days of receipt of such from the Offeror. Should the Government require that modifications be made to the Offeror's Final Layout Drawings, the Government shall state such in writing to the Offeror, and the Offeror shall have five (5) calendar days to cure all noted defects before returning the Final Layout Drawings to the Government for a subsequent review. Upon complete Government review for conformance of the Final Layout Drawings the Offeror shall obtain the necessary permits. Notwithstanding the Government's review of the Final Layout Drawings, the Offeror is solely responsible and liable for the technical accuracy of the Final Layout Drawings in meeting all requirements and provisions of this SFO and the lease. The Offeror shall obtain the necessary permits.

D. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Offeror shall construct all Tenant Improvements in accordance with 1) the Government reviewed Final Layout Drawings and 2) all terms and conditions of the SFO. 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 Offeror 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.

3.11 EVIDENCE OF CAPABILITY TO PERFORM- AFTER AWARD

Within 45 days after award, the successful Offeror shall provide to the Real Estate Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date, if required.
3. Issuance of a building permit covering construction of the improvements, if required.

3.12 PROGRESS REPORTS

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Real Estate Contracting Officer, written progress reports at intervals of 30 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 items as material shortages, strikes, weather, etc. At the Government's discretion, the Offeror shall conduct periodic meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.13 CONSTRUCTION INSPECTIONS

- A. Construction inspections may be made periodically by the Real Estate Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the Final Layout Drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Offeror's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Real Estate Contracting Officer may be able to call to the Offeror's attention to prevent costly misdirection of effort. The Offeror shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.14 GREEN LEASE COMPLIANCE

Prior to occupancy, the Offeror shall provide a written description of efforts in compliance with the requirements outlined in the lease with respect to the use of environmentally-friendly products and materials. This description shall address the reuse and recycling of existing materials, use of recycled content products, use of non-toxic substances, and the following paragraphs:

Construction Waste Management	Wall Coverings
Existing Fit-out, Salvaged or Reused Building Material	Painting
Indoor Air Quality During Construction	Doors: Interior

Landscaping	Carpet: Broadloom and/or Carpet Tile
Recycled Content Products	Energy Cost Savings
Environmentally Preferable Building Products and Materials	Drinking Fountains
Floor Covering and Perimeters	Toilet Rooms
Wood Products	Heating and Air Conditioning
Adhesives and Sealants	Ventilation
Insulation	Lighting: Interior and Parking
Ceilings	Indoor Air Quality
Janitorial Services	Radon In Water

3.15 **WAIVER OF RESTORATION (OCT 2018)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

4.0 **GENERAL ARCHITECTURE**

4.1 **QUALITY AND APPEARANCE OF BUILDING EXTERIOR**

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 Real Estate Contracting Officer. 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. All windows, roof, walls and door frames shall be free from leaks.

Exterior pedestrian doors shall be solid, weather tight, and equipped with cylinder locks. All locks must be master keyed. The Government must be furnished at least two (2) master keys and two (2) keys for each lock. Hardware for outward opening doors shall conform to National Fire Protection Association (NFPA) 101. All doors, entrances and doorways (except for loading docks) must be accessible to the physically challenged, including ramps where necessary. Emergency exits shall be provided as required by NFPA codes and any applicable state and county fire and life safety standards.

At the Government's discretion, Lessor is responsible for replacing all interior door locks within the leased premises. Locking hardware and cylinders must be new. Common area doors locks and hardware must be in excellent condition at the start of the lease. Conference rooms must have

locking function.

4.2 CONSTRUCTION WASTE MANAGEMENT

- A. The Offeror shall use best efforts for recycling construction waste for initial space alterations of tenant improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. The Offeror shall use best efforts to recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - 1. Ceiling grid and tile;
 - 2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - 3. Duct work and HVAC equipment;
 - 4. Wiring and electrical equipment;
 - 5. Aluminum and/or steel doors and frames;
 - 6. Hardware;
 - 7. Drywall;
 - 8. Steel studs;
 - 9. Carpet, carpet backing, and carpet padding;
 - 10. Wood;
 - 11. Insulation;
 - 12. Cardboard packaging;
 - 13. Pallets;
 - 14. Windows and glazing materials;
 - 15. All miscellaneous metals (as in steel support frames for filing equipment); and
 - 16. All other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and State laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Offeror shall use best efforts to provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained by the Offeror and shall be accessible to the Real Estate Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL

Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Offeror shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality

commercial grade applications.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION

- A. The Offeror 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 Real Estate 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 Offeror 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 Offeror 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 absorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Offeror 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 Offeror 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 Real Estate Contracting Officer.
- G. The Offeror 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 Offeror 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.

4.5 WORK PERFORMANCE

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Real Estate Contracting Officer. The Real Estate Contracting Officer retains the right to reject the Offeror'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.

4.6 BUILDING SYSTEMS

Whenever requested, the Offeror shall furnish at no cost to the Government 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.

4.7 SPACE EFFICIENCY

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Real Estate Contracting Officer.

4.9 CAD AS-BUILT FLOOR PLANS

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Real Estate Contracting Officer along with the as-built floor plan drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. All electronic submittals must be usable without passwords and fully capable to be copied.

4.10 FLOORS AND FLOOR LOAD

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10 foot, 0 inch horizontal run in accordance with the American Concrete Institute standards, 2) non slip, and 3) acceptable to the Real Estate Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. See Attachment A, Room Schedule for additional requirements per room. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.11 EXITS AND ACCESS

Vestibules shall be provided at public entrances and exits where weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.12 WINDOWS

All windows shall be weather-tight. Operable windows that open shall be equipped with locks.

Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

Windows located on the ground floor shall remained locked at all times.

All windows shall be outfitted with tinting and window blinds that have the ability to be drawn in as needed in order to restrict visual observation from outside the facility or within the facility main lobby. Windows within the main lobby and doors with glass do not need to be outfitted with blinds, but must be tinted.

4.13 ACCESSIBILITY

The leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and 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). The areas that must comply with this requirement are doors, doorways, and ramps, with the exception of the loading dock. Emergency exits shall be provided as required by NFPA codes and any applicable state and county fire and life safety standards. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES)

The Offeror shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002 (1976). The Offeror 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 recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.

5.2 LAYOUT, FINISHES, AND COLORBOARDS

All building finishes shall be for first class, modern space. The Offeror shall consult with the Real Estate Contracting Officer prior to developing a minimum of three (3) color boards 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 shall be in compliance with specifications set forth elsewhere in this SFO. The Offeror shall provide the required color boards within ten (10) calendar days of the request for such by the Real Estate Contracting Officer. The color boards shall be approved by the Government prior to installation. Upon review with the Tenant, the Real Estate Contracting Officer must select one (1) color board within fifteen (15) calendar days, and unless otherwise specified prior to lease award, the Offeror may assume that one color board will be accepted for all finishes in the entire space under lease. The Offeror may not make any substitutions after the color board is selected.

5.3 WOOD PRODUCTS

- A. For all new installations of wood products, the Offeror is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (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: <http://www.cites.org/eng>.
- 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.

5.4 ADHESIVES AND SEALANTS

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 Offeror shall use adhesives and sealants with no formaldehyde or heavy metals.

5.5 INSULATION: THERMAL, ACOUSTIC, AND HVAC

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations. This requirement applies to all new insulation to be installed due to Government occupancy.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC), nor shall CFC 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.

5.6 CEILINGS

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Offeror shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Offeror shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Offeror shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures

and finished as follows unless an alternate equivalent is pre-approved by the Real Estate Contracting Officer.

1. *Restrooms*. Plaster or spackled and taped gypsum board.
2. *Offices and Conference Rooms*. Mineral and acoustical tile or lay-in panels with textured or patterned surface and regulate edges or an equivalent pre-approved by the Real Estate Contracting Officer. Tiles or panels shall contain recycled content.
3. *Corridors and Eating/Galley Areas*. Plaster or spackled and taped gypsum board or mineral acoustical tile.

5.7 WALL FINISHES

A. BUILDING SHELL:

1. *Physical Requirements*. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi-gloss paint on remaining wall areas or other finish approved by the Real Estate Contracting Officer.
2. *Replacement*. The Offeror must maintain all wall coverings, high-performance paint coatings, and paints in "like new" condition for the life of the lease. The Offeror, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. Repair or replace the ceramic tile in the restrooms if it is loose, chipped, broken, or permanently discolored. All work shall be done when the tenants are not at work.

B. TENANT IMPROVEMENTS INFORMATION:

1. Wall finishes shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

5.8 PAINTING

A. BUILDING SHELL:

1. The Offeror shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls, columns and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Offeror shall repaint, at the Offeror's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every three (3) years. Tenant areas shall be repainted every five (5) years, and any time during the occupancy by the Government if paint is peeling or permanently stained, except where damaged due to the negligence of the Government. Repainting includes the moving and returning of furnishings. All work shall be done outside of the tenant's normal business hours.

B. TENANT IMPROVEMENT INFORMATION:

1. The Offeror shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off gassing:
 - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality

Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.

- c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - i. Flats: 50 grams per liter (g/L).
 - ii. Non-flats: 150 g/L.
- d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
- 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 Real Estate Contracting Officer.

5.9 DOORS: EXTERIOR

BUILDING SHELL:

- A. Exterior doors shall be provided at the Offeror's expense. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
- B. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Real Estate Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.10 DOORS: SUITE ENTRY

TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements 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 Real Estate Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.11 DOORS: INTERIOR

TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be glass double doors for entry into the main suite, or an equivalent pre-approved by the Real Estate Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance

with National Building Code requirements. Doors shall be installed in a metal frame assembly. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.12 DOORS: HARDWARE

A. BUILDING SHELL:

Exterior 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. 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 Offeror 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 on a master key system. Furnish at least two (2) 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.

5.13 DOORS: IDENTIFICATION

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Offeror's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the lease. The form of door identification shall be approved by the Real Estate Contracting Officer.

5.14 PARTITIONS: GENERAL

BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Real Estate Contracting Officer. Additionally, all partitions shall be on a regular maintenance schedule, to be assessed no less than three times each year.

5.15 PARTITIONS: PERMANENT

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Offeror at the Offeror's expense as necessary to surround the Government-demised area, stairs, corridors, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*. Additionally, all partitions shall be on a regular maintenance schedule, to be assessed no less than three times each year.

5.16 PARTITIONS: SUBDIVIDING**A. BUILDING SHELL:**

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Offeror's expense. Additionally, all partitions shall be on a regular maintenance schedule, to be assessed no less than three times each year.

B. OFFICE SUBDIVIDING PARTITIONS:

1. Office subdividing partitions shall comply with applicable building codes and local requirements. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Offeror at locations to be determined by the Government as identified in the Final Layout 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.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.17 FLOOR COVERING AND PERIMETERS**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Real Estate Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Real Estate Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Real Estate Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Real Estate Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Real Estate Contracting Officer.
3. Use of existing carpet must be approved by the Real Estate Contracting Officer.

B. CARPET – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Offeror shall repair or replace carpet at the Offeror's expense at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture; or
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Offeror shall repair or replace resilient flooring at the Offeror's expense at any time during the lease term when it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's Final Layout Drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Real Estate Contracting Officer.
2. The use of existing carpet may be approved by the Real Estate 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.

E. INSTALLATION:

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

5.18 CARPET: BROADLOOM

- A. Any carpet to be newly installed pursuant to this paragraph or replaced during the life of the lease shall meet the following specifications:
 1. Pile Yarn Content: Pile yarn content shall be staple filament or continuous filament premium grade nylon branded by a major fiber producer [e.g., Invista, Solutia, Shaw, Honeywell].
 2. Environmental Requirements. The Offeror shall use carpet that meets the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Real Estate Contracting Officer. Refer to EPA's environmentally preferable purchasing web site, www.epa.gov/greenerproducts.
 3. 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 28 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/square yard for level cut/uncut construction.
 5. Secondary back. The secondary back shall be made from 100% synthetic fibers for glue-down installation.
 6. Density. The density shall be a minimum of 5,000 oz/cubic yard.
 7. Pile Height. The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.
 8. Static Buildup. Static buildup shall be a maximum of 3.5 KV with built-in static dissipation is recommended. A "static-controlled" rating is acceptable.
 9. Carpet Reclamation. Where possible and required by law, 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 the Real Estate Contracting Officer.

- B. The Offeror shall repair or replace carpet at the Offeror's expense at any time during the lease when: backing or underlayment is exposed; there are noticeable variations in surface color or texture; or tears and tripping hazards present. Carpeting must lay smoothly and evenly with no worn or exposed seams or backing.
- C. Repair or replacement shall include the moving and returning of furnishings. Work shall be done when the tenants are not at work and completed by a licensed contractor in accordance with manufacturing instructions to lie smoothly and evenly.

5.19 CARPET TILE

- A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications: 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)].
 - 1. Environmental Requirements. The Offeror shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Real Estate Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, www.epa.gov/epp.
 - 2. Carpet Pile Construction. Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
 - 3. 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/ yd² for level cut/uncut construction.
 - 4. 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.
 - 5. Total Weight. Total weight shall be a minimum of 90 oz. /square yard.
 - 6. Density. The density shall be a minimum of 5,000 oz. /cubic yard.
 - 7. 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).
 - 8. Static Buildup. Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
 - 9. Carpet Construction. Carpet construction shall be a minimum of 64 tufts per square inch.
 - 10. 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 Real Estate Contracting Officer.

5.20 ACOUSTICAL REQUIREMENTS

BUILDING SHELL:

- 1. *Reverberation Control*. Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
- 2. *Ambient Noise Control*. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in

offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Break Rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Real Estate Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.21 WINDOW COVERINGS

TENANT IMPROVEMENT INFORMATION:

1. **Window Blinds and Shades.** All exterior windows shall be equipped with window blinds or shades in new or like new condition. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent. The window blinds shall have non-corroding mechanisms and synthetic tapes.
2. **Draperies.** Blackout draperies are to be provided in all conference rooms unless there are no windows. If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor, apron, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. **Construction.** Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Real Estate Contracting Officer.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

A. BUILDING SHELL:

The Offeror 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 Offeror. Exposed ducts, piping, and conduits are not permitted in the office space.

B. SYSTEMS COMMISSIONING:

The Offeror 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. Testing and balancing HVAC shall be completed prior to occupancy and "Flush out" procedure described in Section 4.4F.

6.2 ENERGY INDEPENDENCE AND SECURITY ACT (SEPT 2013)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, the Government may award a lease for a building only if the building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. 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 due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at www.energystar.gov.
- C. 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 that meets SFO requirements, including locational needs;
 2. The agency will remain in a Building it currently occupies;
 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
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal

revisions, Offerors are required to include in their offer an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the First Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking—Shell" for required specifications.
3. Building Envelope Modifications.

Note: Additional information can be found on <https://www.gsa.gov/real-estate/real-estate-services/leasing-policy-procedures/> under "Sustainability Policies and Procedures."

- E. 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 First Term of the lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov>) and Building Upgrade Value Calculator (www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/find-financing) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.
- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

6.3 ENVIRONMENTAL CONSIDERATION (SEPT 2013)

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous uses of the Building.

- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.
- D. Offeror will provide results of environmental building conditions, including mold, air quality and water tests to the Real Estate Contracting Officer.

6.4 ENERGY COST SAVINGS

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ESPC information can be found at <http://energy.gov/eere/femp/energy-savings-performance-contracts>. The ENERGY STAR Online Benchmark Tool can be found at the <http://www.energystar.gov> website.
- B. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the <http://energy.gov/eere/femp/energy-savings-performance-contracts> web site, or call the FEMP Help Desk at 1-800-566-2877.
- C. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Real Estate Contracting Officer.
- D. All new construction is encouraged to achieve an Energy Star score of 75 or above within one year after reaching 95 percent occupancy and will continue to retain the qualifying ENERGY STAR score or better (www.energystar.gov).

6.5 DRINKING FOUNTAIN

BUILDING SHELL:

The Offeror shall provide, on each floor of office space, a minimum of one chilled drinking fountain with a water bottle filling station. The Offeror's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance, including replacement of all fountain filters.

6.6 TOILET FACILITIES

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. The men's toilet room shall have at least one (1) water closet with one (1) lavatory for Government's use. The women's toilet room shall have at least one (1) water closets and one (1) lavatory. These facilities may be located either within the Government's leased space or located in the Common Area on the same floor. If provided in the common area, it is the responsibility of the Offeror to ensure that sufficient number of restroom facilities are provided for the Government leased space and other tenants. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, and hot (set in accordance with applicable building codes) and cold water. Water closets shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:

- a. A mirror 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 for 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.
- B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.
- 1. For new installations:
 - a. Water closets shall not use more than 1.6 gallons per flush.
 - b. Urinals shall not use more than 1.0 gallons per flush.
 - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.7 JANITOR CLOSETS

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

B. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for cleaning or maintenance purposes. Disposal is not permitted in restrooms.

C. Refer to the "Indoor Air Quality" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this SFO.

D. Janitor closets shall not be part of the Government's net square feet.

6.8 HEATING AND AIR CONDITIONING

A. BUILDING SHELL:

1. Thermostats shall be set to maintain temperatures between 68°F and 72°F 24 hours a day during Government work days during the heating season, and between 74°F and 76°F 24 hours a day during the cooling season. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures. The Point of Presence (POP) rooms should be designed to be 64°F and 75°F degrees with 33-55% humidity measured at 5' above finished floor. POP temperatures and humidity need to be maintained at all times. If applicable, the communications rooms shall be maintained to be 58°F - 66°F degrees. Additionally, all supplemental units shall be on a regular maintenance schedule, to be assessed no less than three times each year.

2. Thermostats shall be secured from manual operation by key or locked cage. A key shall be

provided to the local Navy representative.

3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be assured 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. Insulation. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Offeror 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.
10. Offeror is responsible for installation, maintenance, troubleshooting, and replacement of supplemental air conditioning units to specifically service communication rooms.
11. Thermal Comfort. During working hours in periods of heating and cooling, 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.

6.9 VENTILATION

BUILDING SHELL:

- A. Ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- B. 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 be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. A minimum of 20 CFM of fresh air per person shall be provided in the building during periods of occupation in accordance with ASHRAE 62-1989.

6.10 VENTILATION: TOILET ROOMS

BUILDING SHELL:

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.11 ELECTRICAL: GENERAL

The Offeror 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.

6.12 ELECTRICAL: DISTRIBUTION

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 Offeror'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.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government demised area shall be installed by the Offeror in accordance with the Final Layout 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.
3. The Offeror shall ensure that 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 Real Estate Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.13 TELECOMMUNICATIONS AND DATA WIRING GENERAL

The Offeror shall provide all facilities necessary and suitable for delivering telephone and data service to and within the leased premises, at no additional cost. Outlets and the associated wiring shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Government will pay for telephone and data service directly to a third-party provider.

The data cables must be installed in a conduit consisting of rigid pipe, Polyvinyl Chloride (PVC), or Electrical Metallic Tubing (EMT). All connections must be permanently sealed. The carrier (conduit) should be buried a minimum of one meter below the surface.

6.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT

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 switch rooms, 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 switch rooms, wire closets, and related spaces shall meet 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-B, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - c. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - d. TIA/EIA-607-B, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
3. Telecommunications switch rooms, 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:

COMDATA, PoP, or other similar communication unit boxes must be provided as required. At a minimum, each communication box shall be capable of housing four Category 6E (CAT 6E at a minimum) jacks and wires. The Offeror 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.

6.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS

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 Offeror shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. The existing building space should be able to handle the transmission of eight T-1s from the Government's designated telecommunications providers to the communications closet, which will serve the occupied space. The Offeror 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.
3. The Offeror shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Offeror shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. SEALED CONDUIT:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Offeror shall provide such conduit.

6.16 DATA DISTRIBUTION

TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Offeror shall repair or replace any damage to installed cable(s) whether internal or external according to the specifications in the SFO at the Offeror's expense if the damage is caused by the Offeror and/or its subcontractors. If the Offeror is unable to repair or replace the cable(s) then the cost shall be provided by the Offeror to the Government to replace the cable. The Offeror shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Offeror shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Offeror shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE

TENANT IMPROVEMENT INFORMATION:

1. The Offeror shall provide separate data/telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Offeror shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an eight-wire feed consisting of three general purpose 120-V circuits with one neutral and one ground wire, and a 120-V isolated ground circuit with one neutral and one isolated ground wire. A 20-ampere circuit shall have no

- more than eight general-purpose receptacles or four isolated ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Offeror/contractor with the assistance and/or advice of the Government or computer vendor. The Offeror shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Offeror shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
 3. The Offeror shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved Final Layout Drawings. The Offeror shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Offeror shall make all connections in the power panel and shall keep the circuit breakers off. The Offeror shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Offeror shall identify each breaker at the panel and identify the devices that it serves.
 4. PHASE 2 involves the Offeror's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.18 ELEVATORS

- A. The Offeror shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger elevator shall be available at all times for Government use if the Government space is above the ground floor. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Offeror shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ (ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is three or more floors above grade, automatic elevator emergency recall is required.

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 Real Estate Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent.

6.19 LIGHTING: INTERIOR AND PARKING

The Offeror shall provide interior lighting in accordance with the following:

1. Deep-cell parabolic louver 2'-0" wide x 4'-0" long or 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce and maintain a uniform lighting level of 50 foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors and 10 foot-candles in other non-working areas. Lighting fixtures up to the ratio stated under the paragraph entitled "Building Shell Requirements" shall be provided as part of the building shell. Additional lighting necessary to meet the above-stated foot-candle levels shall be provided.
2. 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.
3. Lighted exit signs, each with a battery pack, shall be provided throughout the building in accordance with buildings and fire codes. Battery pack emergency lights must be provided in all means of egress in accordance with National Standards.
4. The Offeror 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 Offeror shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

6.20 BREAKROOM

1. Breakroom shall include cabinets, refrigerator, sink, and a microwave. The refrigerator shall be a model without an ice maker and water dispenser. If such model cannot be provided, the Offeror is responsible for providing the necessary filter replacements in order to maintain the function of the ice and water features.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Offeror as part of the rental consideration. The Offeror is responsible for the total maintenance and repair of the leased premises. The Offeror shall have a building superintendent or a locally designated representative available to promptly correct deficiencies. The Offeror shall provide the labor, material, and supervision to adequately maintain the structure in its entirety, including the roof, exterior of the building, interior walls and windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance of the premises. The Offeror shall properly maintain the outside areas, including plants, lawns, and lighting. The Offeror shall provide and maintain all lighting: bulbs, tubes, ballasts and starters. The Offeror shall provide and maintain all building equipment and systems in accordance with applicable technical publications, manufacturers' manuals and industry standards. Maintenance shall include regular servicing and filter replacement. The Offeror shall maintain all applicable electrical, plumbing, HVAC and utility systems in good working condition. Repairs shall be made in timely fashion-48 hours for routine maintenance and two hours for emergencies such as loss of power, heat or water. 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. Maintenance work must be done in accordance with local and manufacturer codes and regulations. Inspection certificates must be displayed, as applicable.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be available, five days per week and occasional late nights and weekends, extending 6:00 a.m. to 6:00 p.m., except federal holidays. All references to "working hours" and "business hours" have the same meaning as "normal hours".

7.3 OVERTIME USAGE

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, and electricity, except heating and cooling.
- B. If heating or cooling is required on an overtime basis, such services will be ordered in writing by the Real Estate Contracting Officer or the local Navy representative. When ordered, services shall be provided at the hourly rate established in the contract.
- C. An invoice from the Offeror shall be submitted to the official placing the order for certification and payment. At the option of the Government, the order may be paid for by Government credit card. The two clauses from Attachment C, *U.S. Government Lease for Real Property*, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4 UTILITIES

1. The Offeror shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate. The Offeror shall provide all systems and infrastructure required to deliver electric, telephone, and gas service to the building, and all services required for water and sewer, whether directly or through the pertinent utility supplier. If the pertinent utility suppliers do not construct the utility systems, the Offeror in accordance with the

requirements of all the pertinent utility service suppliers shall construct them. The Offeror shall provide a separate electrical and gas meter for the leased space occupied by the Government, or a means of allocating costs which is acceptable to the Government.

2. Upon the effective date of the lease, the Offeror shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility.

3. Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficiency Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

7.5 JANITORIAL SERVICES

A. Cleaning shall be performed during tenant working hours.

B. SELECTION OF CLEANING PRODUCTS:

The Offeror 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 at <https://www.gsa.gov/portal/category/27119>.

C. SELECTION OF PAPER PRODUCTS:

The Offeror shall select and provide within the leased costs paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the EPA CPG.

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

1. Daily. 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 bathrooms and breakroom areas. Police or clear sidewalks, parking areas, and driveways of debris. Sweep loading dock areas and platforms.
2. Daily (Monday through Friday). Empty trash receptacles, ensuring a clean plastic liner is available in each trash receptacle in cubicle work areas and offices.
3. Weekly. Damp mop and spray buff all resilient floors in toilets and breakroom areas. Spray buff main corridors, entrances and lobbies. Clean glass entry doors to the Government-demised area. Sweep or vacuum stairs. Clean elevators and escalators. Disposal of

smoking materials in outdoor area.

4. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies.
5. Weekly. Completely sweep and/or vacuum carpets.
6. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. Twice a Year. Dust venetian blinds and vacuum draperies. Wash all interior and exterior windows and other glass surfaces. Strip and refinish main corridors, breakrooms and toilet areas and other heavy traffic areas. Clean any metal and marble surfaces in lobbies.
8. Annually. Strip and refinish floors in office areas, secondary lobbies and corridors. Shampoo all carpets.
9. Every Five Years. Dry clean or wash (as appropriate) all draperies.
10. As Required. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. 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). Control pests as appropriate, using Integrated Pest Management techniques.
11. Cleaning and disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

7.6 LANDSCAPE MAINTENANCE

Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, 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 or dying plants shall be replaced. Landscape management practices shall prevent pollution by employing practices which avoid or minimize the need for fertilizers and pesticides. The Offeror shall use landscaping products with recycled content as required by the Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines for landscaping products.

7.7 SNOW REMOVAL

The Offeror is responsible for removing snow and ice from the entrance, exterior walks, driveways and parking lots to the building.

7.8 MAINTENANCE AND TESTING OF SYSTEMS

A. The Offeror is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include 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 Offeror's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance, including replacement of all HVAC filters. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the local Navy

Representative 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, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Real Estate Contracting Officer.

7.9 SERVICE CALLS

Service Calls: Service calls are requests for work made to the Offeror's designated maintenance personnel by the local Navy representative. The work requirements resulting from service calls will be completed in accordance with the level and quality of maintenance standards established herein and within the specified time limits for each type of service call. The Offeror shall develop forms and a system for tracking and documenting service calls. The Offeror's system shall provide a mechanism for obtaining the signature of the local Navy representative or his appointed designee for all completed service call work and shall include a description of the work performed.

A. Classification of Service Calls:

1. Emergency Service Calls: The Offeror shall respond to service calls classified as emergency service calls within 60 minutes after receipt of the call, 24 hours per day, seven days per week. Once begun, the Offeror shall prosecute the work to completion. Emergency service calls consist of correcting failures in service or facilities which endanger occupants or property or break security. Examples of emergency service calls are overflowing drains, broken water pipes, electrical service outage, broken electrical components which may cause fire or shock to persons, gas leaks, complete failure of Offeror supplied equipment, problems which would render the space uninhabitable, or inability to lock or unlock an exterior door.
 2. Urgent Service Calls: The Offeror shall respond to service calls classified as urgent calls within 24 hours after receipt of the call seven days per week. Once on-site, the Offeror shall prosecute the work to completion. Urgent service calls consist of correcting failures in service or facilities which do not immediately endanger the occupants or threaten damage to property, but would soon inconvenience and affect the health or well-being of the Government occupant and visitors. Examples of urgent service calls include heating, air conditioning equipment and water heaters' failures or issues. When the Offeror determines that the equipment cannot be repaired within 48 hours of the call or the equipment must be removed for repairs, the Offeror shall remove the failing equipment and install clean properly operating equipment. The removed equipment shall be cleaned by the Offeror.
 3. Routine Service Calls: The Offeror shall complete routine service calls within ten (10) calendar days of receipt of call, during normal working hours. Routine service calls consist of calls which cannot be classified as emergency or urgent. Included, but not limited to, repair of windows, floors, counters and cabinets, freeing binding doors, repair of bathroom tile, and etc. Routine service calls requiring maintenance, repair, or replacement shall be completed prior to the end of normal working hours on the day the work started. If it is not possible to complete the work, the area shall be reassembled, and left in a clean orderly condition, and the work shall be completed the next working day.
- B. Rework: The Offeror shall correct, as required, those maintenance deficiencies with respect to service calls which are due to poor workmanship, unsatisfactory completion, failure during warranty period or neglect. Rework will be affected within three working days from notification of Offeror by the local Navy representative of the requirement.

8.0 **SAFETY AND ENVIRONMENTAL MANAGEMENT**

8.1 **SEISMIC SAFETY – MODERATE SEISMICITY (SEP 2012)**

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received, which is in compliance with the Seismic Standards and the other requirements of this SFO, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the Real Estate Contracting Officer will make the award to the Offeror whose offer meets the other requirements of this SFO and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this SFO.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 2. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 3. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 4. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 5. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The RECO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the RECO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. **Definitions.** For the purpose of this paragraph:
- “ASCE/SEI 31” means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <http://ascelibrary.org/doi/book/10.1061/asce3141>.
 - “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800)

548-2723 or by visiting <http://ascelibrary.org/doi/book/10.1061/asce3141>.

- “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
- “Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
- “RP 8” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*,” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from <https://www.wbdg.org/ffc/nist/criteria/nist-grc-11-917-12>
- “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this SFO together with any required attachments.
- “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
- “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

8.2 CERTIFICATE OF OCCUPANCY

The Offeror 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 Offeror 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.

8.3 FIRE PROTECTION AND LIFE SAFETY

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*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestrictive 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.

8.4 AUTOMATIC FIRE SPRINKLER SYSTEM

- 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 of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.
- 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.

8.5 FIRE ALARM SYSTEM

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located two or more stories 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 (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. Provide fire alarm pull boxes at each exterior exit.
- 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*. 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 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.

8.6 OSHA REQUIREMENTS

The Offeror shall maintain buildings and space in a safe and healthy condition in accordance with applicable parts of the OSHA General Industry Standard (29 CFR 1910 Occupational Safety and

Health Standards).

8.7 ASBESTOS

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, ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos; "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.

B. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Offeror shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

C. *Management Plan.* If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Offeror shall submit to the Real Estate Contracting Officer the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.8 INDOOR AIR QUALITY

A. The Offeror shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO – 9 ppm time-weighted average (TWA – 8 - hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Offeror shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Offeror shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Offeror shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Offeror shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Offeror activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Real Estate Contracting Officer.

- E. The Offeror shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Offeror within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the lease space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

8.9 RADON IN AIR

If space planned for occupancy by the Government is on the second floor above grade or lower, the Offeror shall, prior to occupancy, test the leased space for two days to three days using charcoal canisters or electric ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picocuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electric ion chambers shall be completed. For further information on radon, see EPA's website on radon at <https://www.epa.gov/radon/epa-map-radon-zones>.

- A. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

8.10 HAZARDOUS MATERIALS

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

8.11 RECYCLING

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with Attachment C, *U.S. Government Lease for Real Property*, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Offeror agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS

The Offeror is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Offeror's building engineer or manager, building security, local emergency personnel, and Government personnel.

9.0 LEASE SECURITY STANDARDS

Nothing in the following section is intended to conflict with the security standards established by the Department of Homeland Security's Interagency Security Committee (ISC).

9.1 GENERAL REQUIREMENTS

Please refer to Section 1.3. F.

9.2 DETERRENCE TO UNAUTHORIZED ENTRY

The Offeror shall provide a level of security that prevents unauthorized entry to the space at all times and deters loitering or disruptive acts in and around the leased space. The Offeror shall ensure that security cameras and lighting are not obstructed. The Offeror shall allow the Government to install any security equipment deemed necessary to support the Command mission and Force Protection requirements throughout the term of the lease.

9.3 ACCESS TO UTILITY AREAS

Utility areas shall be secure, and only authorized personnel shall have access. Access to Utility areas within the leased space will be controlled by the Government. Any individuals requiring access will be vetted by the Government or escorted by authorized personnel.

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS

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.

9.5 MECHANICAL AREAS AND BUILDING ROOFS

- 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 Offeror 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.
- C. Building Systems and Roof Access: Provide emergency shutdown, shelter-in-place (SIP) and evacuation procedures in an effort to protect exterior air intakes. All intake grills will be secured to prevent tampering or removal. If an emergency generator is used, it shall be secured to protect against unauthorized access. Generator and fuel tanks shall be located at least 25 feet from loading docks, entrances and parking. Develop written procedures for emergency shutdown or exhaust handling of systems. Ventilation equipment and controls will be protected from unauthorized access. Trash containers, mailboxes, vending machines and other fixtures will be positioned away from building entrances.

9.6 ACCESS TO BUILDING INFORMATION

The Real Estate 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.

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS

The Government may post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons.

9.8 BUILDING SECURITY PLAN

The Offeror shall provide a Pre-Lease Building Security Plan, as attached that addresses in detail its compliance with the lease security standards, as described in this SFO and its attachments.

9.9 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT

The Government reserves the right to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix. The Government may furnish its own third party security system, and include electrical back-up protection in the case of power disruptions or outages.

9.10 IDENTITY VERIFICATION OF PERSONNEL

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Offeror shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Offeror shall insert this paragraph (9.10.A) in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Offeror compliance with subparagraphs 1 through 4 below will suffice to meet the Offeror's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Offeror personnel and contractors with routine access to Government leased space.
2. Upon request, the Offeror shall submit completed fingerprint charts and background investigation forms for each employee of the Offeror, as well as employees of the Offeror's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than six months. The Government may also require this information for the Offeror's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
3. The Offeror must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Real Estate Contracting Officer (or the Real Estate Contracting Officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The Real Estate Contracting Officer will advise the Offeror in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

4. Throughout the life of the lease, the Offeror shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Offeror's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Offeror shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

9.11 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY

The Offeror shall install a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Lessor.

If the Government will occupy the entirety of the facility, then the Lessor shall allow the Government's security office to outfit the facility with AEACS and IDS equipment on any exterior on any exterior point of entry and internal doors or utility identified as security-related areas as needed. If the Government will only occupy a portion of our suite within the facility, then the Lessor shall allow the Government's security office to outfit any exterior points of entry and other Command specific security-related areas with AEACS and IDS equipment as needed. In all cases, the Government's security office shall maintain full day-to-day policy, maintenance, and operational control capabilities for any lessee installed AEACS. Any AEACS maintained by the Lessor shall utilize an issued proximity or similar type of credential to authenticate and allow access. The AEACS system must be capable of generating cardholder and card history/usage reports for review by the Government's security office as required. Any AEACS equipment installed within the leased space, which has not been provided by the Government, must be compatible with the system currently in use by the lessee. If the equipment is not compatible with the system currently in use by the lessee, the Government reserves the right to replace any AEACS equipment with that of the Government's own choosing.

If the Government will occupy the entirety of the facility, then the Lessor shall allow the Government's security office to outfit the facility with a speaker-based mass notification system. If the Government will only occupy a portion of or suite within the facility, then the Lessor shall allow the lessee's security office to outfit the leased area with a speaker-based mass notification system. In all cases, the lessee's security office shall maintain full day-to-day policy, maintenance, and operational control responsibilities for any lessee installed mass notification systems equipment.

9.12 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT)

The Offeror shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, Section F230.1.

9.13 SECURE HVAC: AIRBORNE HAZARDS

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Offeror's building engineer or manager, building security guard desk, local emergency personnel, local Navy representative, and Real Estate Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

9.14 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

ROOM SCHEDULE

NO. ROOMS	APPROX. AREA EACH ROOM (SF)	APPROX. TOTAL AREA (SF)	PARTITION HEIGHT (C/H=CEILING) OR (S/S=SLAB)	INTENDED USE	WALL STC RATING	110V DUPLEX OUTLETS	NOTES / OTHER REQUIREMENTS	NO. PHONE OUTLETS
1	230	230	C/H	Break Room	STD	As Required by Code	- Painted walls (semi-gloss) - Vinyl floor	0
1	6,290	6,290	NA	Circulation	NA	As Required by Code	- 38% area for circulation - Will provide for office support area, printers, etc.	4
1	300	300	C/H	Phone/Computer	STD	As Required by Code	- Separate room - Standalone A/C system - True floor to ceiling walls - Anti-static tile floor - Keyed separately from office area	0
2	200	400	C/H	Restrooms	STD	As Required by Code	- Painted walls (semi-gloss) - Tile floor	0
1	500	500	C/H	Storage	STD	As Required by Code	- Same ventilation as occupied spaces	0

COMMAND & ADMIN AREA

1	200	200	C/H	Conference Room	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Black out curtains in windows (as applicable)	3
1	400	400	C/H	Conference Room	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Black out curtains in windows (as applicable)	4
1	800	800	C/H	Conference Room	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Black out curtains in windows (as applicable)	6
9	200	1,800	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2 per room
15	150	2,250	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2 per room
72	64	4,608		Cubicles		As Required by Code	- RJ45 voice/data jacks - Space for 72 cubicles at 64 square feet each - Square footage includes walking area - Carpeted floors	80 drops

Total	17,778
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U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

N40080-23-RP-00005

THIS LEASE, made and entered into this date by and between

whose address is

and whose interest in the property hereinafter described is that of

OWNER

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

to be used for GOVERNMENT PURPOSES

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

06 September 2023 through 05 September 2024, subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per month in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Owner through Electronic Funds Transfers (EFTs).

4. The Government may terminate this lease at any time by giving at least 30 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Option Year 1: September 06, 2024 through September 05, 2025 in the amount of \$, payable monthly in arrears;
Option Year 2: September 06, 2025 through September 05, 2026 in the amount of \$, payable monthly in arrears;
Option Year 3: September 06, 2026 through September 05, 2027 in the amount of \$, payable monthly in arrears;
Option Year 4: September 06, 2027 through September 05, 2028 in the amount of \$, payable monthly in arrears;

provided notice be given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Full service lease to include all utilities, electric, gas, water, sewerage disposal, HVAC, janitorial and cleaning services, taxes, insurance, interior and exterior maintenance, carpet cleaning, painting, initial replacement of lamps, tubes and ballasts, phone service, computer connectivity, trash removal, toilet supplies, window washing, operation, snow removal, site and parking lot maintenance, landscaping and lawn care, grass cutting throughout the term of the lease and all renewals. Services, utilities, and maintenance to be provided five days per week, Monday through Friday, extending from 6:00a.m. to 6:00p.m. excluding federal holidays. Janitorial services shall be performed during tenant working hours. All furniture, including systems furniture, and equipment requirements to be provided at the Government's expense. Tenant agrees that it will use and occupy the Premises and leave same in neat and orderly condition.

ACCOUNTING DATA:

Funding Document #:
Line of Accounting (LOA):
Unique Entity ID (UEID):
CAGE Code:

7. The following are attached and made a part hereof:

The General Provisions and Instructions

SOLICITATION FOR OFFERS N40080LI13422
ROOM SCHEDULE
GSA FORM 3517B, GENERAL CLAUSES
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS

8. The following changes were made in this lease prior to its execution:

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

LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
IN PRESENCE OF	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER KARA L. NOYA
	OFFICIAL TITLE OF SIGNER REAL ESTATE CONTRACTING OFFICER

ATTACHMENT C

GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS: _____ & _____
LESSOR GOVERNMENT

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

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 (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control Number 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date* —

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government’s measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

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26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General “FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)

This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

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34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

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LESSOR GOVERNMENT

- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
- 42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
- 43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
- 44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
- 47. 52.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

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LESSOR GOVERNMENT

ATTACHMENT D

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number N40080LI13422	Dated
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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 (APR 2011)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
 - (2) The small business size standard is \$20.5 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) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
 - (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____]*

Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
 - (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

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- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:]*

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (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 it [] is, [] is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) *[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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:]*

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$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 when the estimated value of the acquisition exceeds \$10,000)

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. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

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or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(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

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

- (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.

(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.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

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- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that 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 its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required 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.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);
 - (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;
 - (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (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.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because: _____
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the 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;

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☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

<input type="checkbox"/> Sole proprietorship;	<input type="checkbox"/> Government entity (Federal, State, or local);
<input type="checkbox"/> Partnership;	<input type="checkbox"/> Foreign government;
<input type="checkbox"/> Corporate entity (not tax-exempt);	<input type="checkbox"/> International organization per 26 CFR 1.6049-4;
<input type="checkbox"/> Corporate entity (tax-exempt);	<input type="checkbox"/> 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 _____

10. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(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 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) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when 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).

INITIALS: _____ & _____
LESSOR GOVERNMENT

11. 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 Number _____

12. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

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 <https://www.acquisition.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)
	NAME _____
	STREET _____
	CITY, STATE, ZIP _____
	TELEPHONE NUMBER _____
	_____ Signature
	_____ Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

ATTACHMENT E

PROPOSAL TO LEASE SPACE		IN RESPONSE TO SOLICITATION NUMBER ⇒ N40080LI13422		Dated		
SECTION I - DESCRIPTION OF PREMISES						
1a. BUILDING NAME AND ADDRESS		2a. FLOOR(S) OFFERED		3a. TOTAL SPACE (NET SQUARE FEET)		
		2b. TOTAL NUMBER OF FLOORS IN BUILDING				
1b. BUILDING ADDRESS		4. AMOUNT OF NET SQUARE FEET OFFERED:		5. BUILDING AGE		
1c. CITY	1d. STATE	6. LIVE FLOOR LOAD		7. TYPE CONSTRUCTION		
		<i>lbs/sq. ft.</i>				
1e. 9-DIGIT ZIP CODE	1f. CONGRESSIONAL DISTRICT	8. TYPE OF SPACE OFFERED		9. TOTAL ANNUAL RENT: Year 1: _____ Year 2: _____ Year 3: _____ Year 4: _____ Year 5: _____		
SECTION II - SPACE OFFERED AND RATES						
10. 1 YEAR FIRM TERM WITH 4 ONE-YEAR RENEWAL OPTIONS:						
	BASE RENT Net Square Foot Rate Per Year (a) *	TAXES Net Square Foot Rate Per Year (b)	TENANT IMPROVEMENTS Net Square Foot Rate Per Year (c)	OPERATING EXPENSES Net Square Foot Rate Per Year		TOTAL RENTAL RATE PER NET SF 1 YEAR FIRM TERM, 4 ONE-YEAR RENEWAL OPTIONS (a + b+c +d+e+f)
TERM				MAINTENANCE ** (d)	JANITORIAL (e)	UTILITIES *** (f)
YEAR 1						
YEAR 2						
YEAR 3						
YEAR 4						
YEAR 5						
* Base Rent to include insurance, common area maintenance, and parking. ** Includes interior and exterior maintenance and HVAC. *** Electric, gas, oil, water, and sewer						

12. Number of parking spaces for the entire building, which are under the control of the Offeror.		13. Number of parking spaces to be furnished for use by Government in the lease. Indicate whether the spaces will be reserved for the Government or shared by other tenants		
SECTION III - LEASE TERMS				
14. OFFER GOOD UNTIL AWARD		15. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Solicitation for Offers and any additional attachments and delivered within _____ calendar days of award. If space is to be delivered by a specific date, provide date.		
16. INITIAL LEASE		17. RENEWAL OPTIONS		
a. NO. OF YEARS 1 year with 4 one-year renewal options.	b. YEARS FIRM 1 year	a. YEARS EACH 1 year	b. NO. OF OPTIONS 4 one-year renewal options	c. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION 30 days
18. NUMBER OF DAYS NOTICE FOR GOVERNMENT TO TERMINATE LEASE 30 days				
19. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See solicitation requirements)				
20. ALTERNATES - ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER.				

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

21. RECORDED OWNER(s)

NAME

STREET

CITY, ST ZIP

22. OWNER OPERATES AS A(N)

INDIVIDUAL

PARTNERSHIP

CORPORATION
(Specify):

23. By submitting this offer, The Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the term and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.

24. OFFEROR'S INTEREST IN PROPERTY

OWNER

()

AGENT

()

(Specify): OTHER

25. OFFEROR

a. NAME

TITLE

STREET

CITY, ST ZIP

b. E-MAIL ADDRESS

c. TELEPHONE NUMBERS (include area code)

d. SIGNATURE(s)

e. DATE SIGNED

ATTACHMENT F

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers, and

that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

3. PARTIES TO EXECUTE LEASE (APR 2015)

(a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]."

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

(d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

4. 52.233-2 - SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over \$150,000 average net annual rental, including option periods.)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

6. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

- 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 most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement." Part A is applicable to offered space located below the 6th floor of the building.

I. Building Address						
Building Name: _____						
Building Address: _____						
City: _____		State: _____		9-Digit Zip Code: _____		
II. General Building Information						
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:						
Floor						
Square Feet Per Floor						
b. Identify the total number of floors in the building starting at the street floor:						
c. Identify the total number of floors in the building below the street floor:						
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:						
III. Other Uses in Building (<i>Check All That Apply</i>)						
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail	<input type="checkbox"/> Parking Garage	<input type="checkbox"/> Other (<i>List Below</i>)	
IV. Automatic Fire Sprinkler System						
Please Check YES, NO, or N/A to the following questions:						
a. Is an automatic fire sprinkler system installed throughout the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system 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> ?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
V. Fire Alarm System						
Please Check YES, NO, N/A to the following questions:						
a. Is a fire alarm system installed in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. Is an emergency voice/alarm communication system installed in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, remote station, or UL listed central station?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

VI. Exit Signs and Emergency Lighting

Please Check YES, NO, or N/A to the following questions:

a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

VII. Elevators

Please Check YES, NO, or N/A to the following questions:

a. Are elevators installed in the building?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
c. If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

VIII. Additional Information

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
- b. Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
- c. Upon completion of Part B, the Offeror must sign and date the "Offeror's Statement of Correction."*
- d. The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.*

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the _____ building.

1. General Information.

- a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
- b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
- c. Identify the number of floors in the building (above and below grade).
- d. Identify the approximate gross square footage per floor in the building.
- e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
- f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
- g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.

2. Occupancy Classifications.

- a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.

3. Building Construction.

- a. Identify the building construction type.

4. Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
- b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.

5. Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.
- b. For each exit stair, describe:
 - i. The clear width of each stair tread and location of measurement.
 - ii. The egress capacity of each exit stair.
 - iii. The location of where each exit stair discharges.
 - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
 - v. Any penetrations into and openings through each exit stair enclosure assembly.
 - vi. Any headroom obstruction within each exit stair enclosure.
 - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
 - viii. The exit stair remoteness arrangement.
 - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
- c. Identify and describe all exit doors that do not swing in the direction of exit travel.
- d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
- e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
- f. Identify by location and describe any concern regarding the exit signage within the building.
- g. Describe the building's emergency lighting system.
- h. Identify and describe if emergency power is provided within the building.
- i. 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, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

6. Automatic Fire Suppression Systems

- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
- b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
- c. Identify and describe any other fire suppression systems installed within the building.
- d. Identify and describe the types of standpipes installed in the building.
- e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

7. Fire Alarm System

- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
- b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.
- c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
- d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

8. Elevators

- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
- b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
- c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
- d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full 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 seal, 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 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: _____ Date: _____

Printed Name: _____

Name of Firm: _____ Phone Number: _____

License Number: _____

Stamp Here:

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed 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.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

ATTACHMENT H
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	
BUILDING NAME:	
BUILDING ADDRESS:	
CITY:	
STATE:	
Year Built:	Year Last Renovated:
SIZE AND LAYOUT	
The following information applies to (check one): <input type="checkbox"/> an existing building <input type="checkbox"/> a building planned for lease construction	
Space offered to Government (By Floor):	
Approximate gross area of typical floor (identify atypical floors individually)	
Building Height in Feet:	
Number of Stories Above Grade	
Number of. Stories Below Grade:	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)	
Restaurants:	_____
Laboratories:	_____
Storage:	_____
Retail:	_____
Day Care Center:	_____
Other, list:	_____

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

Exterior Materials	Yes	No
Brick		
Block		
Concrete – Precast		
Concrete – Poured		
Metal Panels		
Glass Exterior		

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

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

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

General Public Access	Distance in Feet
Distance in feet from the building to the nearest public street.	
Distance in feet from the building to the nearest public on-street parking.	
Distance in feet from the building to the nearest public parking lot.	

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

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".

Identify and describe if emergency power is provided within the 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.

Identify and describe any garage or parking area control or surveillance systems in place.

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.

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.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including,

- 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

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.

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: _____ Date: _____

Printed Name: _____

Name of Firm: _____

Phone #:(____) _____

License Number: _____

Stamp Here:

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.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

ATTACHMENT I

**CERTIFICATE OF SEISMIC COMPLIANCE
FOR EXISTING BUILDING**

Date: _____

Preparer certifies that building located at _____

has been evaluated to the **Life Safety Performance Level** as set forth in the “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary*”, ICSSC RP 8. **Documentation of this evaluation must be attached to this Certificate.**

ASCE Building Type:

No. of Stories:

Approx. Area:

Building Design Code:

Year of Design Code:

Year of Construction:

I certify that subject building ☐ will, ☐ will not, meet the **Life Safety Performance Level** of ICSSC RP 8. This certificate was based on: Tier 1 Evaluation ☐ Tier 2 Evaluation ☐ Other ☐ (please explain below).

***Affix Professional Engineer
Stamp and Sign Here***

Professional Engineer's Name:

Firm:

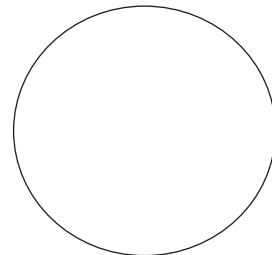
Address:

Telephone:

License No.:

State:

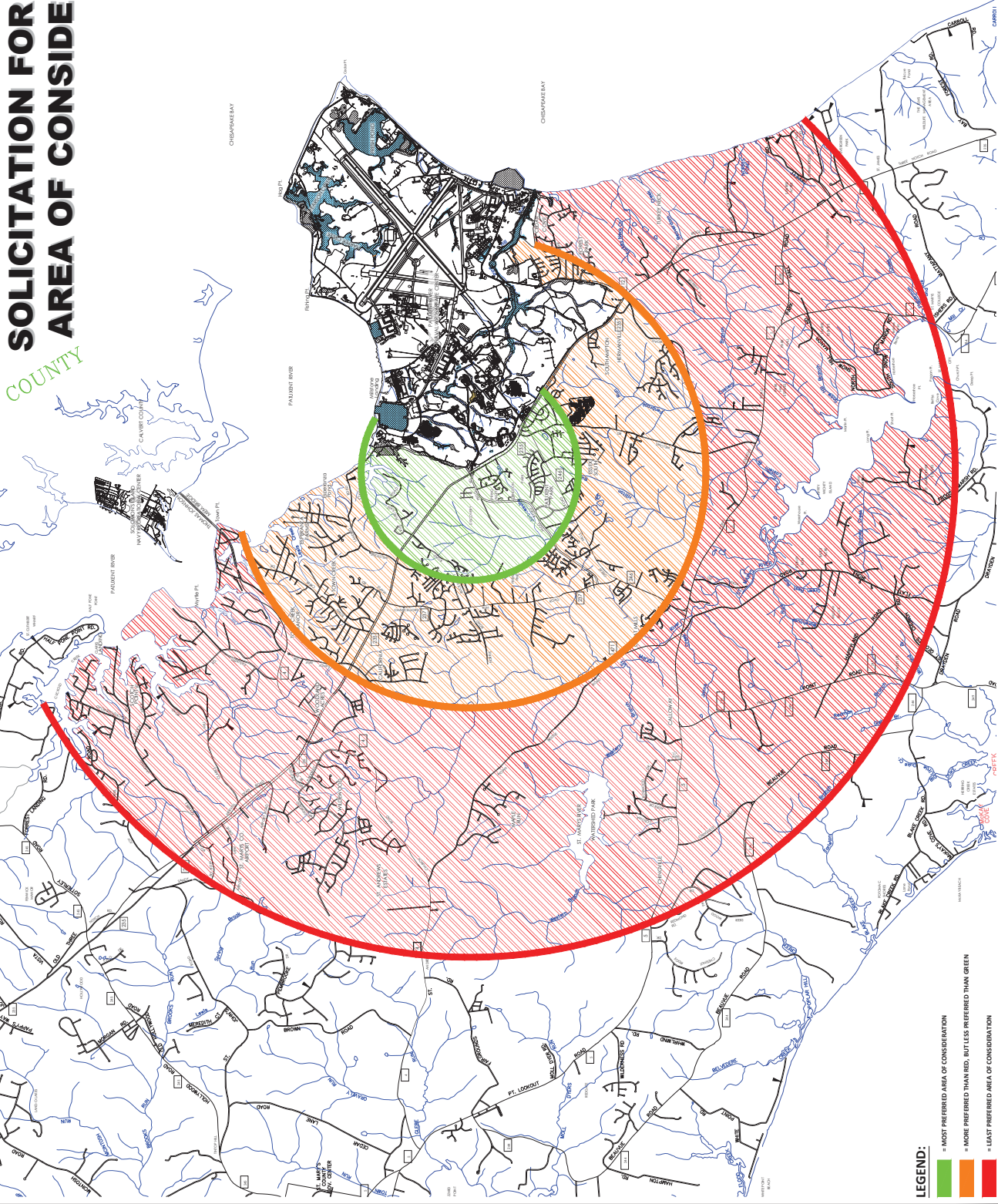
Expiration Date:



Comments: _____

ATTACHMENT J: RADIUS MAP

SOLICITATION FOR OFFERS AREA OF CONSIDERATION



SCALE: 1" = 2,000'



DEPARTMENT OF THE NAVY
Naval Air Warfare Center
PATUXENT RIVER
Aircraft Division

NAWCAD 7.10
Infrastructure Business
Operations Department
Building 506
Patuxent River, MD 20670

NO.	DATE	ACTION / REMARKS	BY
1	11/18/14	UPDATE PER COMMENTS	HEP
2	11/27/14	MODIFIED FOR LEASE SOLUTION	HEP
3	12/14/17	UPDATED CENTER TO GATE 1 ENTRANCE	HEP
SUBMISSIONS / REVISIONS			
DATE DWN:	10.27.14	SCALE:	1" = 2,000'
DWN BY:	J.HALL	SIZE:	D
CDD BY:	M.BARNES	WF ID NO:	1879
FILE:	PAX_12.04.17_AOC.DWG	ORGANIZATION:	NAWCAD
SFO			
AREA OF CONSIDERATION			
PATUXENT RIVER, MD			