

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 3	DATE 1/18/12
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-07B-16338	
ADDRESS OF PREMISES 193 Highway 278 East Camden, Arkansas 71701-8601		
<p>THIS AGREEMENT, made and entered into this date by and between whose address is</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease and change the address of the lessor and payee.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>January 1, 2012</u>, as follows:</p> <p>Lessor and Payee address: :</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR,	_____ (Title) _____ (Address)	
CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST., FT. WORTH, TX 76102 (Official Title)		

CCR Search Results

Not to be used as certifications and representations. See QRCA for official certification.

Registration Status: Active in CCR; Registration valid until 01/12/2013.

DUNS: 831809178

DUNS PLUS4:

CAGE/NCAGE: 5P9Z9

Legal Business Name:

Doing Business As (DBA):

Division Name:

Division Number:

Company URL:

Physical Street Address 1:

Physical Street Address 2:

Physical City:

Physical State:

Physical Foreign Province:

Physical Zip/Postal Code:

Physical Country:

Mailing Name:

Mailing Street Address 1:

Mailing Street Address 2:

Mailing City:

Mailing State:

Mailing Foreign Province:

Mailing Zip/Postal Code:

Mailing Country:

Business Start Date:

Delinquent Federal Debt:

CORPORATE INFORMATION

Type of Organization

Sole Proprietorship

Business Types/Grants

VN - Contracts

2X - For-Profit Organization

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):

Construction Bonding Level, Aggregate (dollars):

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)
531120 - Lessors of Nonresidential Buildings (except Miniwarehouses)

Product Service Codes (PSC)

Federal Supply Classification (FSC)

3590 - Miscellaneous Service and Trade Equipment

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	Yes	No

CCR POINTS OF CONTACT

Government Business Primary POC

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

(817) 978-0207 (Direct)
(817) 403-0917 (Cell)
(817) 978-4924 (Fax)

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December 15, 2011

Thank you for your notification of the change in ownership of property located at 193 Highway 278 East, Camden, Arkansas 72701-5301, which will require a Supplemental Lease Agreement (SLA) to Lease GS-07B-16338. In order for the Government to evaluate your request to recognize the new owner as a successor in interest, please provide the following documents as soon as possible so that we may prepare the SLA, verify that the signer(s) of lease contracts has authority to bind, and process this change. The rent will be suspended until the novation has been processed to completion.

As prescribed in Subpart 42.12 of the Federal Acquisition Regulations (FAR), if a contractor wishes the Government to recognize a successor in interest to Government contracts when contractor assets are transferred, or recognize a change in a contractor's name, the contractor shall submit specific documents, as described below, necessary to evaluate the proposed agreement.

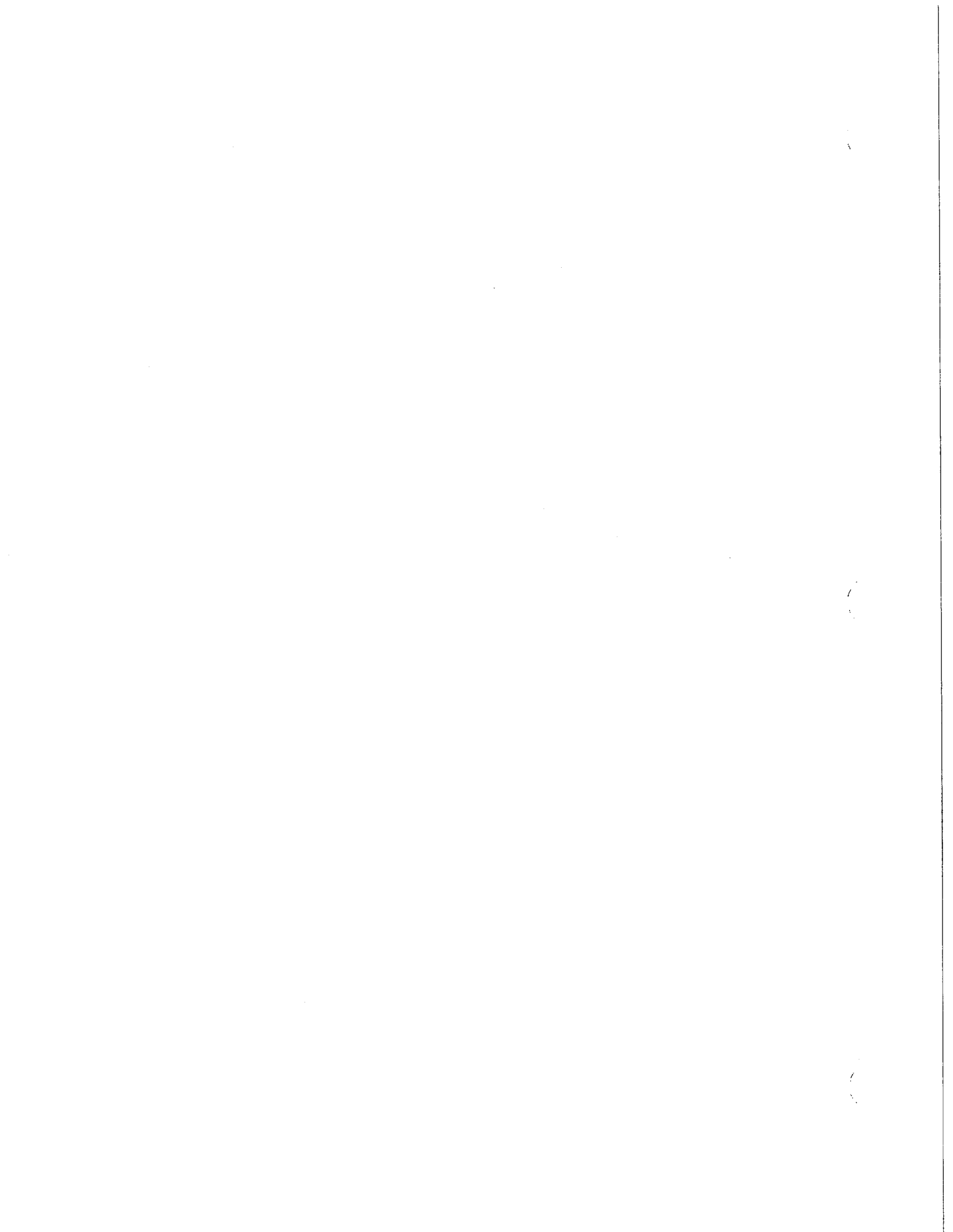
1. Warranty Deed
2. Legal Description
3. Lessor/Signor Proof of Authority as applicable:
 - a. General Partnership: Copy of Partnership Agreement along with a signature page of all partners, specifying the managing partner.
 - b. Limited Partnership: Copy of Partnership Agreement or copy of current Certificate of Limited Partnership along with a signature page of all partners, specifying the managing partner.
 - c. Corporation: Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal action must approve the lease and indicate who has authority to sign for the corporation.
 - d. Joint Venture: Copy of Joint Venture Agreement indicating who has authority to sign.
 - e. Company: Copy of formation document indicating who can bind the company.
 - f. Managing Agent: A notarized statement signed by the owner authorizing an Agent to sign on his/her behalf.
4. SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (attached): Federal Regulations require that Federal payments be made electronically. Please fill out the Payee information, have your Financial Institution complete and sign their portion, and return the form. Please note that this is the Payee information that will be specified in the lease contract and that the information in both must exactly match.
5. GSA Form 3518, Representations and Certifications Enrollment (attached):
 - a. Please complete the form, initial at the bottom of each page, and sign.
 - b. Reference paragraph 11, all vendors doing business with the Federal Government must be registered in the Central Contractor Registration (CCR) database. For your reference, attached is a copy of CFR 52.204-7 Central Contractor Registration, as well as important information concerning your registration.

Thank you for your assistance in this matter. If you have any questions, please contact me at Jim.Praga.Jr@gsa.gov or 817-978-2679

Sincerely,

Jim Praga Jr.
East Texas, Arkansas, and Louisiana

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT No. 2 - REVISED</p>	<p>DATE 4/13/10</p>
<p>TO LEASE NO. GS-078-16338</p>		
<p>ADDRESS OF PREMISES 193 Highway 278 East, Camden, AR 71701-8601</p>		
<p>This agreement, the whose address is hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government; WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated October 25, 2007 is amended, effective upon signing by both parties, as follows: 1% purpose of the SLA is to establish the beneficial occupancy date and to correct the legal name of the lessor. Paragraph 1 of the Lease is deleted in its entirety and the following is substituted therefore: "The Lessor hereby leases to the Government the following described premises: A total of 2,101 Rentable Square Feet (RSF), yielding 2,080 ANS/BOMA Usable Square Feet (USF) of office and related space on the ground floor of a one-story building located at 183 Highway 278 East, Camden, Arkansas 71701-8601. A total of thirty (30) surface parking spaces, with perimeter fencing equipped with a gate and lock, will be provided as part of the rental consideration and are to be used for such general office purposes as determined by the General Services Administration." Paragraph 2 of the Lease is deleted in its entirety and the following is substituted therefore: "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 17, 2010, through February 16, 2020, subject to termination and renewal rights as may be hereinafter set forth." Paragraph 4 of the Lease is deleted in its entirety and the following is substituted therefore: The Government may terminate this lease in whole or in part at any time after February 16, 2015 by giving at least 120 calendar 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." All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date</p>		



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. *2 KH*

DATE
Feb 23, 2010

TO LEASE NO.

GS-07B-16338

ADDRESS OF PREMISES 193 Highway 278 East, Camden, AR 71701-8601

Mosley (with right of

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated October 25, 2007 is amended, effective upon signing by both parties, as follows:

Paragraph 1 of the Lease is deleted in its entirety and the following is substituted therefore:

"The Lessor hereby leases to the Government the following described premises: A total of 2,101 Rentable Square Feet (RSF), yielding 2,080 ANSI/BOMA Usable Square Feet (USF) of office and related space on the ground floor of a one-story building located at 193 Highway 278, Camden, Arkansas 71701-8601. A total of thirty (30) surface parking spaces, with perimeter fencing equipped with a gate and lock, will be provided as part of the rental consideration and are to be used for such general office purposes as determined by the General Services Administration."

Paragraph 2 of the Lease is deleted in its entirety and the following is substituted therefore:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **February 17, 2010**, through **February 16, 2020**, subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 4 of the Lease is deleted in its entirety and the following is substituted therefore:

The Government may terminate this lease in whole or in part at any time after **February 16, 2015** by giving at least 120 calendar 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."

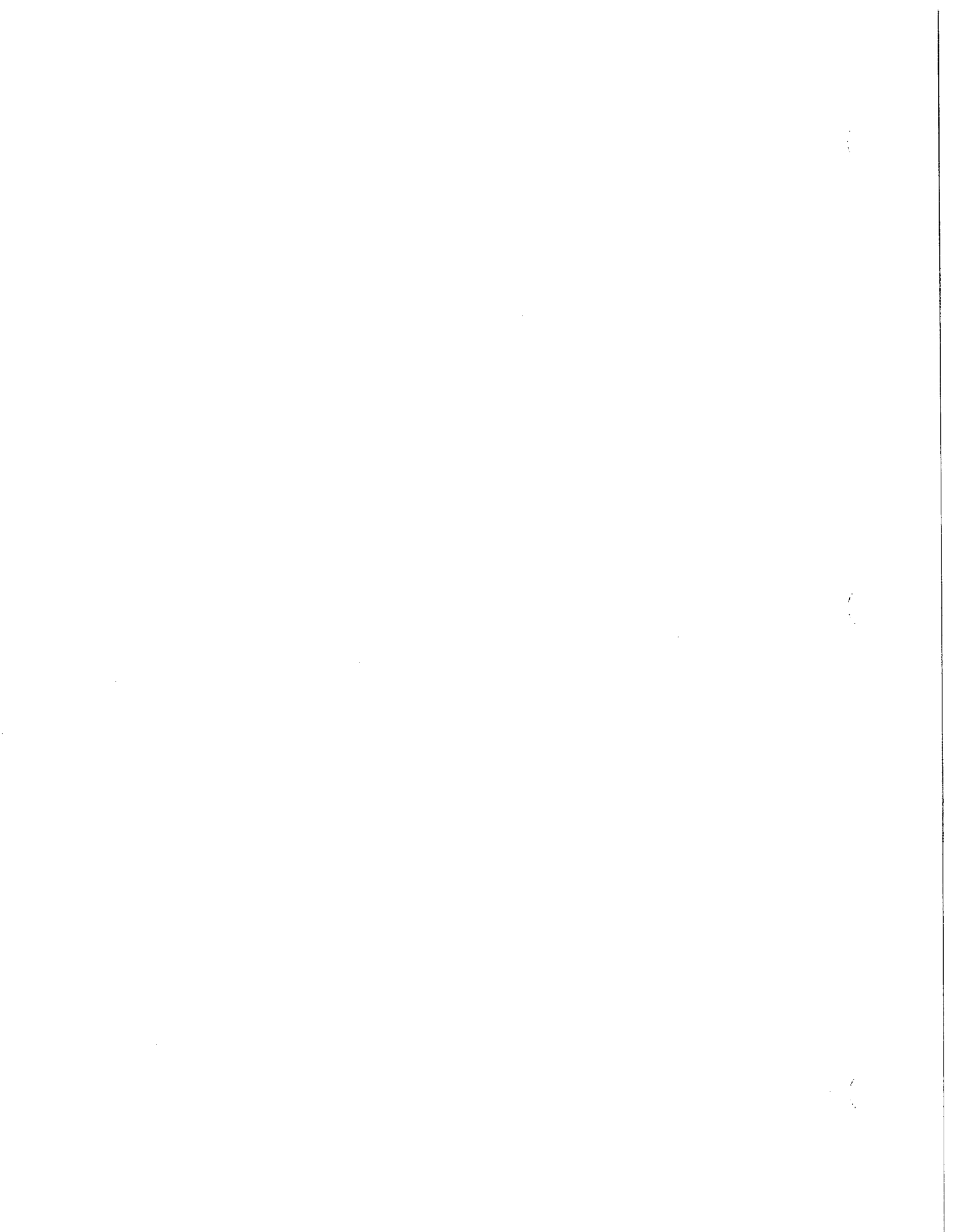
All other terms and conditions of the lease shall remain in force and effect.

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

(Signature)

(Official Title)

GSA Form 276 (Jul. 67)



SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.
01

TO LEASE NO.
GS-07B-18338

DATE
9/24/09

PAGE
1 of 3

ADDRESS OF PREMISES

193 Highway 278 East, Camden, Arkansas 71701-8601

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

WHEREAS, Lessor and the Government entered into the subject lease via a Standard Form 2, hereinafter SF-2, dated October 25, 2007, in which the Lessor leases to the Government 2,101 Rentable Square Feet (RSF), yielding 2,080 Usable Square Feet (USF) of office and related space on the Ground floor of a one-story building at 193 Highway 278 East, Camden, Arkansas 71701-8601; and

WHEREAS, based on the design intent drawings dated May 28, 2008 and June 3, 2008, five pages collectively attached as Exhibit A, the total amount of the tenant improvements are approximately \$106,291.46; and,

WHEREAS, this Supplemental Lease Agreement 1, hereinafter SLA#1 establishes the Lessor is to provide the Government a tenant improvement allowance in the amount of \$73,529.16; and ,

WHEREAS, Government desires to amend the Lease to order tenant improvements which exceed the tenant improvement allowance, resulting in the Government owing the Lessor \$32,762.30 for the amount over the tenant improvement allowance;

NOW THEREFORE, these parties for good and valuable consideration agree that the SF-2 of this Lease is amended hereby by the following changes to Paragraph 7(B.), 9, 10, 11, 13(a), 17, and 18, and for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon full execution of this agreement, as follows: See Page 2

Page 1 of 3

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

7. (B.) Tenant Improvement Allowance Cost Breakdown

<u>Description</u>	<u>TI Cost</u>
Total Site Construction	\$ 48,500.00
Total Doors & Windows	\$ 2,594.40
Total Finishes	\$ 19,719.50
Total Furnishings	\$ 12,395.00
Total Mechanical	\$ 2,746.89
<u>Total Electrical</u>	<u>\$ 14,319.17</u>
Subtotal	\$100,274.96
<u>GC OHP (6%)</u>	<u>\$ 6,016.50</u>
TOTAL	\$106,291.46
RWA	\$ 32,762.30

9. The Lessor and the Broker have agreed to a cooperating lease commission of 4.0% of the firm term value of this lease. The total amount of the commission is \$10,548.03. The Lessor shall pay the Broker no additional commissions associated with this lease transaction.
10. In accordance with the "Broker Commission and Commission Credit" paragraph in the Solicitation For Offers, hereinafter, SFO, attached to and forming a part of this lease), the Broker has agreed to forego twenty-six (26) percent of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is \$2,742.49. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO. Notwithstanding Paragraph 3 of the SF-2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Shell Rental Payment of \$2,174.03 minus one half of the Commission Credit (\$1,371.25) equals \$802.78 adjusted First Month's Rent.

Second Month's Shell Rental Payment of \$2,174.03 minus one half of the Commission Credit (\$1,371.25) equals \$802.78 adjusted Second Month's Rent.

11. Pursuant to Paragraph 1.8, "How to Offer", the maximum Tenant Improvement Allowance has been provided by the Lessor to the Government for Tenant Improvements in the amount of \$73,529.16. The Tenant Improvement Allowance shall be amortized over the 5 year firm term of the lease at an interest rate (amortization rate) of 5.00% per year.
- 13(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs annual base cost of services is established at \$10,000.76.
17. The total amount of the tenant improvements for the leased space has been determined by the Lessor and the Government to be \$106,291.46. In accordance with the Paragraph 11 of the Lease, the Lessor has agreed to provide \$73,529.16 toward tenant improvements, which equates to \$35.35/USF, and the Government is responsible for the remaining \$32,762.30. If there are any further revisions to this project, which affect the cost of the tenant improvements, said revisions will be addressed through change orders and approved through normal procedures. A single Supplemental Lease Agreement (SLA) will be issued at the completion of the project, to finalize payment of all approved change orders. The Government shall reimburse the Lessor for any change orders upon submittal by Lessor of a proper invoice after completion of the project. Lessor is responsible for all applicable sales and use taxes on labor and material. At Substantial Completion, the Government and Lessor shall prepare a "Punch List" of items to be finished or corrected. Upon satisfactory completion of all Punch List items, an invoice shall be submitted by Lessor. A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number and building address
- Description, price, and quantity of items delivered
- GSA PDN# PS0015709

INITIALS: _____

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice.

The original invoice must be submitted directly to the GSA Finance office at the following address:

- General Services Administration
- FTS and PBS Payment Division (7BCP)
- PO Box 17181
- Fort Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

- General Services Administration
- Attention: Christopher Dirr
- Real Property Leasing Branch
- 819 Taylor Street, Room 5A18, STE 134
- Fort Worth, TX 76102

18. Upon signed acceptance of the of the leased premises by the Government, the space shall be measured and rent shall be paid, in accordance with Clause Number 19 in General Clauses, GSA Form 3517C, "Prompt Payment", at the rate of:

Years 1 - 5	
	<u>Annual Rent</u>
Shell Rent	\$26,088.38
TIA*	\$18,651.03
Operating Costs	\$10,000.76
Full Service Rent	\$52,740.17

*Renegotiated FI Allowance of \$73,529.16 or \$35.35 per 2,080 USF

Years 6 - 10	
	<u>Annual Rent</u>
Shell Rent	\$26,088.38
TIA	\$ 0.00
Operating Costs	\$10,000.76
Full Service Rent	\$36,089.14

Paragraph 23 is further clarified to include: Janitorial Services are to take place during the hours of 6:00 AM to 5:00 PM, Monday through Friday, while tenant agency staff is present.

Added provisions,

Paragraph 27. The attached Construction Schedule is added to this SLA #1 as Exhibit B.

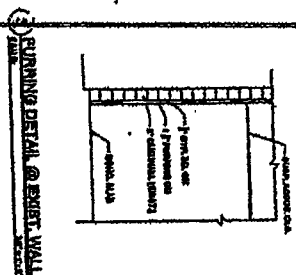
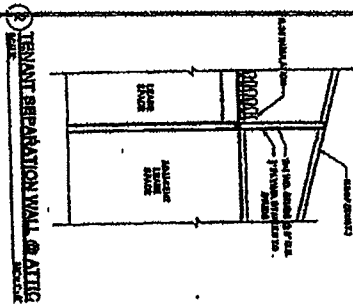
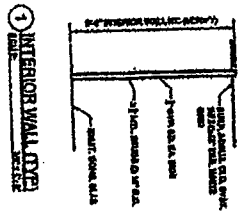
Paragraph 28. The Government, or its agents, for security purposes, shall be the only parties with leased access to the entire building. No other lease, written or verbal, will be granted for other users to have access to any portion of the building without written authorization by the Government

Paragraph 29. The Lessor hereby waives restoration as a result of all improvements

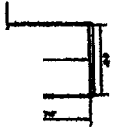
All other terms and conditions remain in full force and effect.

INITIALS: _____

Supplemental Lease Agreement Number 1 to Lease J-07B-16338
 Exhibit "A"



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FINISH SCHEDULE

ROOM	FINISH	WALLS	FLOOR	CEILING
101	PAINT	PAINT	PAINT	PAINT
102	PAINT	PAINT	PAINT	PAINT
103	PAINT	PAINT	PAINT	PAINT
104	PAINT	PAINT	PAINT	PAINT
105	PAINT	PAINT	PAINT	PAINT
106	PAINT	PAINT	PAINT	PAINT
107	PAINT	PAINT	PAINT	PAINT
108	PAINT	PAINT	PAINT	PAINT
109	PAINT	PAINT	PAINT	PAINT
110	PAINT	PAINT	PAINT	PAINT
111	PAINT	PAINT	PAINT	PAINT
112	PAINT	PAINT	PAINT	PAINT
113	PAINT	PAINT	PAINT	PAINT
114	PAINT	PAINT	PAINT	PAINT
115	PAINT	PAINT	PAINT	PAINT
116	PAINT	PAINT	PAINT	PAINT
117	PAINT	PAINT	PAINT	PAINT
118	PAINT	PAINT	PAINT	PAINT
119	PAINT	PAINT	PAINT	PAINT
120	PAINT	PAINT	PAINT	PAINT

7



LIGHTNING ELECTRICAL PLAN

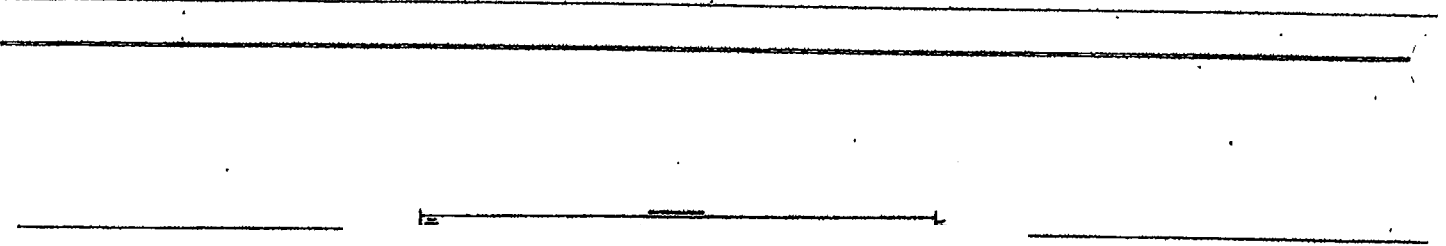
Grounded Voltage

13
E1

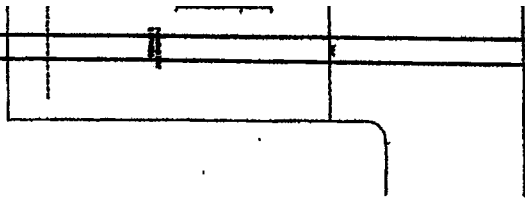
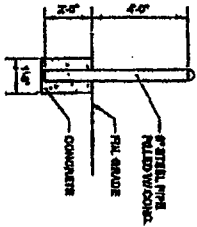


MECHANICAL PLAN
DATE: 2025/07/07

1/24
M1



COLLAR DETAIL (TYPE)



BY	DATE	REVISION	DESCRIPTION

INITIA

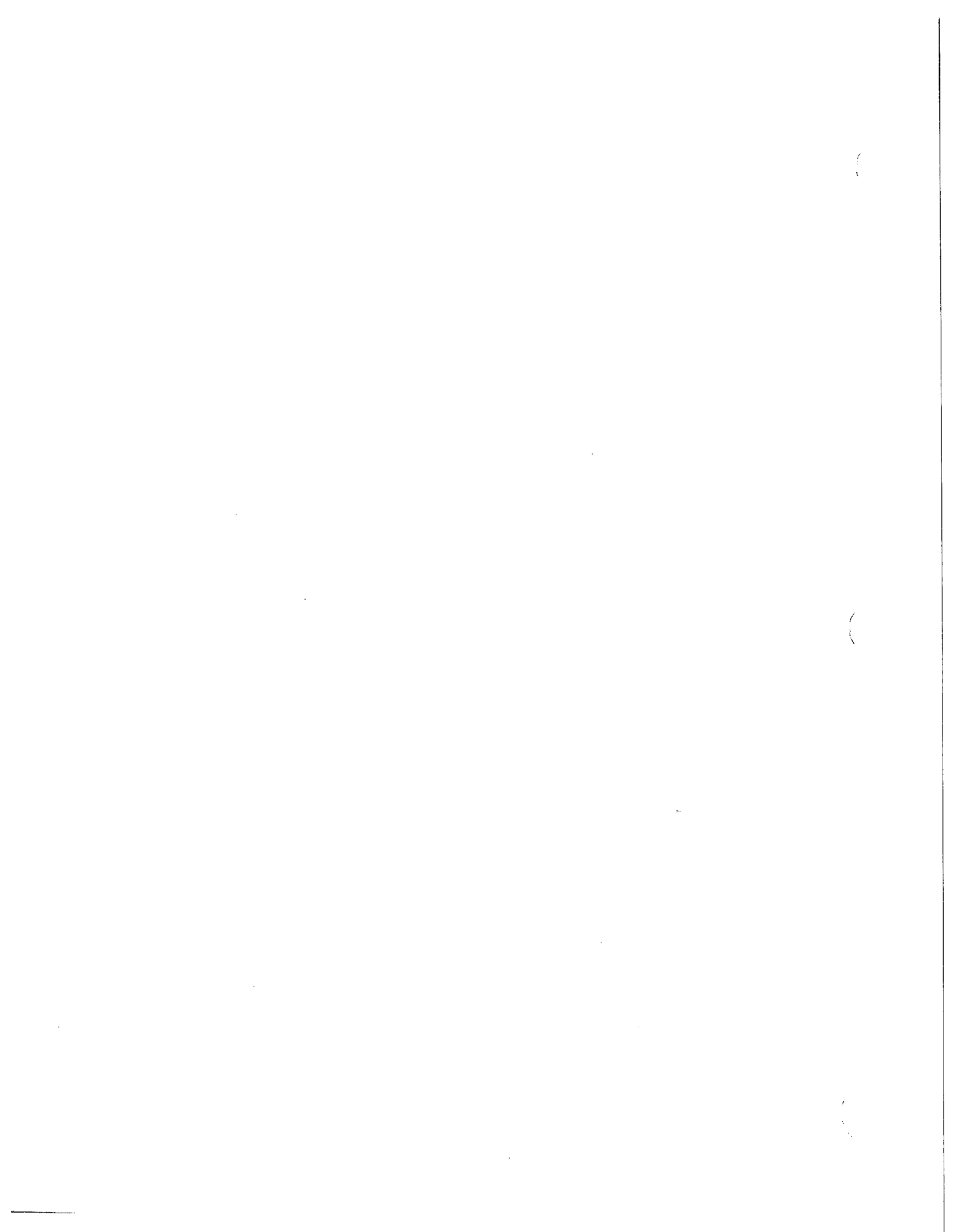
Supplement Lease Agreement Number 1 to Lease JS-07B-16338
Exhibit "B"

CAMDEN JOB

STEVE COMBS CONSTRUCTION

75 DAY TIME LINE

TASK NAME	DURATION	75 Days from Notice to Proceed																					
		DAYS	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Demo/ tear out	4																						
Exterior door	1																						
Frame for interior rooms	6																						
Electrical rough in	5																						
Sheetrock	5																						
Trim	3																						
MTWTFSSMTWTFSSMTWTFSSMTWTFSSMTWT																							
Paint	4																						
Drop ceilings - lights	4																						
Film windows	2																						
Security cameras	1																						
Electrical & plumbing final	3																						
Clean up/ touch up	4																						
Paving	17																						
Fencing	12																						
Dirt work	4																						



STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

October 25, 2007

LEASE NO.

GS-07B-16338

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

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

Approximately 2,101 Rentable Square Feet (RSF), yielding 2,080 ANSI/BOMA Usable Square Feet (USF) of office and related space on the ground floor of a one-story building at the following location:

193 Highway 278
Camden, Arkansas 71701

A total of thirty (30) surface parking spaces, with perimeter fencing equipped with a gate and lock, will be provided as part of the rental consideration and are to be used for such general office purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the space is accepted for occupancy by the Government through the following ten (10) year period, subject to termination and renewal rights as may be hereinafter set forth. Actual dates, rental rate and square footage will be established by Supplemental Lease Agreement based upon the Government's and Lessor's actual field measurement for acceptance of beneficial occupancy within the minimum and maximum square footage stated in the Solicitation for Offers.
3. The Government shall pay the Lessor annual rent of (See Paragraph 18, Sheet 4) at the rate of (See Paragraph 18, Sheet 4) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
4. The Government may terminate this lease at anytime after the 5th full year of occupancy by giving at least 120 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: N/A~~
~~provided notice be given in writing to the Lessor at least _____ 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:
 - A. Facilities, all services and utilities, maintenance, and tenant improvements as specified in SFO #4AR0023.
 - B. Full fire and life safety and handicapped accessibility as specified in SFO #4AR0023.

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

- A. Sheets 3-4 – 4 pages
- B. Tenant Improvement Allowance Cost Breakdown – 1 page
- C. Solicitation for Offers #4AR0023 – 43 pages
- D. GSA Form 3517C entitled General Clauses (Rev. 7/05) – 21 pages
- E. GSA Form 3518A entitled Representations and Certifications (Rev. 7/04) – 4 pages
- F. Floor Plan – 1 page
- G. Legal Description – 1 page

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

Paragraph 5 was deleted in it's entirety.

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

SHEET 3 ATTACHED HERETO AND MADE A PART OF LEASE NO GS-07B-16338

9. The Lessor and the Broker have agreed to a lease commission of 4% of the firm term Lease Value. The total lease rate upon which Lease Value is computed shall be \$40,164.76 per annum over the firm term, years 1 through 5. The total amount of the commission is \$8,032.95.
10. In accordance with Paragraph 1.13, "Broker Commission and Commission Credit", the Broker has agreed to forego twenty-six percent (26%) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is \$2,088.57. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments. First Month's Shell Rental Payment of \$2,174.03 minus Commission Credit of \$2,088.57 equals \$85.46 adjusted First Month's Shell Rent.

11. Pursuant to Paragraph 1.8, "How To Offer," the maximum Tenant Improvement Allowance has been provided by the Lessor to the Government for tenant improvements in the amount of \$24,649.00. The Tenant Improvement Allowance shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 5.00% per year.
12. Pursuant to Paragraph 3.10 of SFO #4AR0023, entitled "Common Area Factor", the common area factor (CAF) is established as 1.01.
13. In accordance with the provisions of Paragraph 3.5, "Tax Adjustments", Paragraph 3.7, "Operating Costs", and Paragraph 3.8, "Operating Costs Base" of SFO #4AR0023, the following parameters are established:
 - (a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$4.043056 per rentable square foot. The annual base cost of services is established at \$8,494.46 based on 2,101 rentable square feet.
 - (b) The lease is subject to real estate tax escalation. For tax escalation in accordance with the terms of Paragraph 3.5, the percentage of occupancy is 63.67%. The base year tax statement will be submitted within 30 days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base year is hereby established as 2007.
14. Pursuant to Paragraph 3.6, "Percentage of Occupancy", of SFO #4AR0023 the government's percentage of occupancy is 63.67% (2,101 rsf / 3,300 rsf).
15. Pursuant to Paragraph 7.3, "Overtime Usage", of SFO #AR0023, upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air conditioning (HVAC) at any time beyond normal service hours (8:00 a.m. to 5:00 p.m., Monday through Friday, except Federal Holidays ("Normal Hours")), at no charge.
16. Pursuant to Paragraph 3.14, "Adjustment for Vacant Premises", of SFO #4AR0023, in the event the Government vacates in whole or in part prior to lease expiration, the rental will not be reduced.

SHEET 4 ATTACHED HERETO AND MADE A PART OF LEASE NO GS-07B-16338

17. The tenant buildout will conform to the specifications in SFO #4AR0023 and the buildout is to be provided by the Lessor as part of the total rental payment. Lessor will contribute up to a maximum of \$24,649 (the "Construction Allowance") towards the cost of construction or installing tenant improvements in the Premises at no additional cost to the Government. If construction costs exceed the Construction Allowance, then the Government will pay Lessor the difference with a lump sum payment. If construction costs do not exceed the Construction Allowance the Government may choose to buy down a portion of the Construction Allowance with a lump sum payment to the Lessor or amortize the total amount used. If the Government does not use the entire Construction Allowance, Lessor will amortize the unused portion over the initial Term at 5% per annum, in the same manner as a loan having equal monthly payments of principal and interest, and Lessor will reduce the rent accordingly. Upon final acceptance of the completed space, the Lessor will provide the Contracting Officer a detailed final accounting of the cost for tenant finish.
18. Upon signed acceptance of the leased premises by the Government, the space shall be measured and rent shall be paid, in accordance with Clause Number 19 in General Clauses, GSA Form 3517C, "Prompt Payment", at the rate of:

	<u>RSF Rate</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 12.417125	\$ 26,088.38	\$ 2,174.03
TIA	\$ 2.656792	\$ 5,581.92*	\$ 465.16
Operating	\$ 4.043056	\$ 8,494.46	\$ 707.87
Full Service Rent	\$ 19.116973	\$ 40,164.76	\$ 3,347.06

*Based on a TI allowance of \$11.850481 per 2,080 usable square feet.

19. The annual rental rate is firm and will not be adjusted based on the mutual measurement, except as provided in clause 552.270-20, page 10, Paragraph 26 of GSA Form 3517B. The rate per square foot and the base year service cost will be modified to reflect the final measurement.
20. The Government shall prepare the initial design intent drawings within twenty (20) working days of award. Construction drawings shall be prepared and a pre-construction meeting scheduled with the contracting officer and agency personnel within twenty (20) working days of receiving the Government's design intent drawings. The Government retains the right to review, and request modification (if necessary) to the Lessor's construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the construction drawings is limited to the conformance of the drawings to the specific requirements of the SFO and to the approved design intent drawings. Three (3) copies of construction drawings should be sent to the contracting officer for review prior to the meeting.
21. The Lessor will provide three (3) copies of "as built" 1/8 inch scale reproducible drawings to the contracting officer within thirty (30) days of completion of construction.
22. The Lessor will notify the contracting officer fourteen (14) days prior to scheduled completion of construction at 30, 60, 90, and 100 percent completion for purposes of scheduling inspections.
23. Janitorial service is to be performed during Normal Hours.
24. The rental consideration includes all costs for the warm lit shell as defined by the Solicitation for Offers, and all costs for tenant finish as defined by the Solicitation for Offers.
25. All questions pertaining to this Lease shall be referred to the Contracting Officer at the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by the Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations, and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
26. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.

BREAKDOWN OF REMODEL FOR LEASE

Bathrooms 18 in. Tile on floor and walls up to 6 ft.	
New handicap commode (2) with handrails, accessible sink (2), mirrors, paper towel, soap, and toilet paper dispensers, new paint.	
	\$1565.00
Interior repaint all walls	\$ 812.00
Exterior repaint all walls	\$ 675.00
Drop in grid ceiling with insulation 9.5ft	\$2990.00
Light fixtures 4 ft (14)	\$ 760.00
Exterior doors	
(1) 36 in steel door with closure, hardware, handles and locks	\$585.00
(1) 72 in steel door with closure, hardware, handles and locks	\$715.00
Outdoor lights	\$380.00
Duct work to drop ceiling	\$510.00
Window film for (9) windows	\$965.00
VCT tile repair	\$492.00
Asphalt parking lot with 20 spaces	\$8500.00
460 linear feet of fencing 6ft chain link with 20ft gate around parking lot and perimeter of building	\$4500.00
Security cameras	\$1200.00
Total	\$24649.00



SITE PLAN
DATE: 11/14/07

A1	7/27	Project: 042806 042806 7/27	Trench Improvement for Hudson Mining 753 Highway 278 East Candia, Arkansas Eva Shuman, Architect 604 S. 10th St. Piquette, Arkansas 72750 (501) 671-3044
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ALL @ ATTIC
 RE OLD SYST.
 IN WORK
 L. S. 20K
 1/2" @ 12" O.C.
 CORR. SLAB
 TYP
 FINISH

ALL @ ATTIC
 RE OLD SYST.
 IN WORK

USE 1/2" O.C.
 FINISH TO
 USE

FINISH

T. WALL
 RE OLD SYST.
 IN WORK



FINISH SCHEDULE

FLOOR	WALLS	CEILING
1F	1F	1F
2F	2F	2F
3F	3F	3F
4F	4F	4F
5F	5F	5F
6F	6F	6F
7F	7F	7F
8F	8F	8F
9F	9F	9F
10F	10F	10F
11F	11F	11F
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41F	41F	41F
42F	42F	42F
43F	43F	43F
44F	44F	44F
45F	45F	45F
46F	46F	46F
47F	47F	47F
48F	48F	48F
49F	49F	49F
50F	50F	50F

NOTES
 CARPETING TO BE
 CARPET SQUARE



Project No. 12345
 Client: Mr. & Mrs. J. D. Smith
 100 Highway 278 East
 Dandridge, Tennessee
 Date: 12/15/2023
 Scale: 1/4" = 1'-0"



LIGHTING/ELECTRICAL PLAN

04/20/28	Project: 747 Client: Maskey	Total Improvement for Harrison Maskey 195 Highway 279 East Canton, Arizona	The Maskey Architects 1504 E. 5th St. Nogales, Arizona 85625 (520) 521-5000
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7

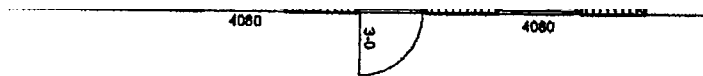
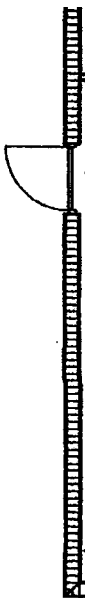
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LVA 2004	2/7/08	Talent Development For Newborn Mobility 150 Highway 270 East Cotton, Arkansas	New Motion, Architect 1504 E. 14th St. Angeles, Arkansas 72703 (479) 621-8891
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NEW INSULATED
METAL DOOR & FRAME

3-0

3-0



SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

Defense Contract Management Agency

IN

Camden, AR

NAME: Jeff Seria

TITLE: Realty Specialist

SFO NO. 4AR0023
1/23/07

INITIALS: JS & WJ
LESSOR GOVT

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 2,101 rentable square feet of space. The rentable space shall yield a minimum of 1,681 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 2,080 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

- North - Lewis Road to Route 229 South
- South - US 278
- East - Cotton Belt Road (86)
- West - Highway 79 North to Route 205/518

1.3 LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2000)

A. CITY CENTER NEIGHBORHOOD:

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
2. **Parking.**
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 300 rentable square feet of Government-demised area.
3. **Location Amenities.**
 - a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within five (5) miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within five (5) miles.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
2. **Parking.**
 - a. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 300 rentable square feet of Government-demised area.

3. **Location Amenities.**
a. Adequate eating facilities shall be located within five (5) miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within five (5) miles.

1.4 **UNIQUE REQUIREMENTS**

DCMA needs to know where in the building the DEMARK is located.

Voice and data network terminal should be located in the DCMA leased office space.

DCMA requires the physical address of the facility under consideration.

1.6 **LEASE TERM (SEP 2000)**

The lease term is for ten (10) years with five (5) years firm. GSA may terminate this lease after the fifth year on 120 days written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.6 **OFFER DUE DATE**

Offers are due by February 12, 2007 and shall remain open until lease award.

1.7 **OCCUPANCY DATE (SEP 2000)**

Occupancy is required on or before April 15, 2007.

1.8 **HOW TO OFFER (JUL 2006)**

A. Offers shall be submitted to the Contracting Officer at:
Erinn Dowling Torres
Jones Lang LaSalle
1647 Eye Street, NW, 8th floor
Washington, DC 20008

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO.
2. SFO Attachments:
 - a. Attachment #1 – Rate Structure
3. GSA Form 1364, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
 - a. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).
5. GSA Form 3517, General Clauses.
6. GSA Form 3518, Representatives and Certifications.
7. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.
 - a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within five (5) days.
 - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
 - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANS/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANS/BOMA Office Area square footage for the lease award.
8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an

independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case 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 5 working days of the request.
 10. 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.
 11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
 12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
 13. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the 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. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

E. **IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:**

1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSIBOMA Office Area space offered as required in this SFO.
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
 - d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be ANSIBOMA office area square foot to be determined at a later date. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
 - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.9 **BUILDING SHELL REQUIREMENTS (SEP 2000)**

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. *Base structure and building enclosure components shall be complete.* All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.

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

1.10 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.12 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.13 BROKER COMMISSION AND COMMISSION CREDIT (JUL 2000)

- A. For the purposes of this SFO, Jones Lang LaSalle (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.
- B. For the benefit of the Government, the Broker has agreed to forego twenty six (26) percent of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.14 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA 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 Contracting Officer or designee.

- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

1.15 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
 - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 - 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 - 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 - 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 - 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 - 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - 8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

1.16 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property.

2. required clauses,
 3. required certifications and representations,
 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 unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.17 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code (UBC)*, the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.18 LABOR STANDARDS (AUG 2003)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

2.1 ACCESSIBILITY (SEP 2000)

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). If any offers are received which fully meet accessibility requirements of new construction, then other offers which do not fully meet these requirements will not be considered. Where standards conflict, the more stringent shall apply.

B. The following UFAS provisions are clearly more stringent than the ADAAG—

1. **Work Areas.** The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
2. **Work Surface Scoping.** The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
3. **No Elevator Exception.** The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
4. **Entrances in Multi-Grade Buildings.** The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2(8); ADAAG 4.1.3(8)]
5. **Elevator Controls.** The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]

C. FULL COMPLIANCE:

"Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.

D. SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, and Toilet Rooms.

E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
2. If parking is provided, then accessible spaces shall be included.
3. Accessible toilet rooms shall be provided as follows:
 - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.

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 GSA, 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 Lessor and the Government.

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

3.2 TENANT IMPROVEMENTS PRIOR TO THE GOVERNMENT'S INITIAL ACCEPTANCE OF SPACE (SEP 2000)

A. The Lessor is required to provide cost or pricing data in conjunction with the Tenant Improvements as specified by the Government in GSA Form 3517, General Clauses.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements.
 - a. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).
2. The scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
3. No building shell items shall be included in the competitive proposal.
4. A minimum of three qualified contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process.
5. Each proposal shall be 1) submitted in Construction Specifications Institute (CSI) format by the proposed contractors and 2) reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the Offeror is qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
6. The Government shall be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process in fifteen (15) working days or less from the date of issuance of completed construction documents. This will be considered the first fifteen (15) working days of the twenty (20) days allotted to "Review of Working/construction Drawings." Refer to the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

3.3 **SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.4 **ALTERNATE PROPOSALS**

- A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:
 - 1. Itemized costs for lump sum payment not to be included in the rental rate and
 - 2. a rental rate which includes the costs of these items.
- B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.5 **TAX ADJUSTMENT (SEP 2000)**

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
 - 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
 - 2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit

for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is ____ percent based upon an occupancy of ____ rentable square feet in a building of ____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking area(s) occupied under this lease are _____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.6 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.7 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.8 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSV/BOMA Office Area square feet.

3.9 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical

closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.10 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) International standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area 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 Office Area square feet shall be computed as if the deviation were not present.

3.11 COMMON AREA FACTOR (SEP 2000)

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

3.12 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.

3.13 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

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

3.14 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- 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 will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. 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 premises or the lease expires or is terminated.

3.15 RELOCATION ASSISTANCE ACT (MARCH 2002)

- A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.
- B. Offerors shall incorporate the cost of such assistance into their shell rental rate.
- C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

- A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
 2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
 4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 5. Evidence of ownership or control of site.

B. AFTER AWARD:

Within five days after award, the successful Offeror shall provide to the 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.
3. Issuance of a building permit covering construction of the Improvements.

3.17 CONSTRUCTION SCHEDULE

A. Within five (5) days after award of the lease contract, the successful Offeror shall submit to the 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 the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than twenty (20) 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) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3.18 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into six tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, at the Lessor's expense, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within ten (10) days from award.

2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within ten (10) days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have five (5) days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within fifteen (15) days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

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

E. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within fifty (50) days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. ACCEPTANCE OF SPACE:

Ten (10) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have five (5) days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy.

G. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in paragraph 1.7.

H. LEASE COMMENCEMENT:

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

3.19 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of ten (10) days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-designated area. Such meetings shall be held at a location to be designated by the Government.

3.20 CONSTRUCTION INSPECTIONS

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

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

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

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. 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.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Lessor shall 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 (PCB's) (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 Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained and shall be accessible to the 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 (SEP 2000)

A. 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 Lessor 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.

- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

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

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA 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 (SEP 2000)

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 thirty (30) days after occupancy, as-built mylar reproducible full 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 Contracting Officer.

4.9 CAD AS-BUILT FLOOR PLANS (SEP 2000)

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 Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.10 FLOORS AND FLOOR LOAD (SEP 2000)

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 Contracting Officer. Underfloor

surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 60 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. 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 (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever 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 (SEP 2000)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. 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 shall be fitted with a sturdy locking device.

4.13 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.14 LANDSCAPING (SEP 2000)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

1. employing practices which avoid or minimize the need for fertilizers and pesticides;
2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

D. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

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

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
 2. minimize the consumption of resources, energy, or water;
 3. prevent the creation of solid waste, air pollution, or water pollution; and
 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT AND FINISHES

- A. All required finish selection samples shall be provided within five (5) days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within fifteen (15) days after award or after receipt of plans and samples, whichever is later.
- C. All building finishes shall be for first class, modern space.

5.4 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the 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 vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within five (5) working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of ONE color board shall be made within five (5) working 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. No substitutes may be made by the Lessor after the color board is selected.

5.5 WOOD PRODUCTS (SEP 2000)

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

5.6 **ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.7 **INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.8 **CEILINGS (SEP 2000)**

- A. Ceilings shall be at least nine (9) feet, five (5) 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 files 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 Lessor 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 Lessor 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 Lessor 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 Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.9 **WALL COVERINGS (SEP 2000)**

A. **BUILDING SHELL:**

1. *Physical Requirements.*

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. **TENANT IMPROVEMENT INFORMATION:**

- 1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
- 2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy

by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

5.10 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls 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 Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.11 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. 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.
2. 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 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.

5.12 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

5.13 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with 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.

5.14 DOORS: HARDWARE (NOV 2006)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (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 6-pin, tumbler cylinder

locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. 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.

5.15 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

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

5.16 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.17 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, 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*.

5.18 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. 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 Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.19 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the 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 Contracting Officer. Resilient flooring, or an equivalent pre-approved by the 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 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 Contracting Officer.

B. CARPET - REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor'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 Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. 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 design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
 2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
 3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
- E. INSTALLATION:
Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

6.20 CARPET TILE (SEP 2000)

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

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

6.21 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.65 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. Conference rooms	NIC 40
b. Offices	NIC 35

4. *Testing.*

- a. The 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.

6.22 **WINDOW COVERINGS (SEP 2000)**

A. **TENANT IMPROVEMENT INFORMATION:**

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* 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 Contracting Officer.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

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

6.2 ENERGY COST SAVINGS (SEP 2000)

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. The ENERGY STAR Online Benchmark Tool can be found at the www.epa.gov/energystar web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

C. 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 www.eren.doe.gov/femp web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

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, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following 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.

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 87% percent men and 13% percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

3. 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 2.6 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

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.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
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 80 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 Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

1. **Zone Control.** Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANS/BOMA Office Area square feet. Areas which 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. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

6.8 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, 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 62.2, *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. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

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

6.10 ELECTRICAL: GENERAL (SEP 2000)

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

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANS/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 Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor 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 Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

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

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

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

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

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor 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 Lessor 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 Lessor 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.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance 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 Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points.

Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 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 Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor 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 Lessor 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 Lessor 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 design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor'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.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 LIGHTING: INTERIOR AND PARKING (NOV 2006)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSVBOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.
 - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSVBOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 6:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

- 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, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3617, 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

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.6 JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.
- B. **SELECTION OF CLEANING PRODUCTS:**
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
 1. use products that are packaged ecologically;
 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
 3. minimize the use of harsh chemicals and the release of irritating fumes.
 4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.
- C. **SELECTION OF PAPER PRODUCTS:**
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.
- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
 1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. 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.

7.7 SCHEDULE OF PERIODIC SERVICES

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

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. 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.

7.9 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor 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 Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the 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.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

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.

8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

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.

8.4 FIRE ALARM SYSTEM (MAY 2005)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories 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.

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.

8.5 OSHA REQUIREMENTS (SEP 2000)

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

8.6 ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 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. *Definition*. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

- C. 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 Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.
- D. *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 Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor 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 Lessor 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 Lessor 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 Lessor 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 Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor 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 Lessor 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 leased space.

8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picocuries per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
 - 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
 - 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
 - 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until

the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.

- d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. **Standard Test.** Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANS/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. **Short Test.** Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANS/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.10 HAZARDOUS MATERIALS (OCT 1998)

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

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs 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 GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor 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 (NOV 2005)

The Lessor 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 Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

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

9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

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

9.3 ACCESS TO UTILITY AREAS (NOV 2005)

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

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

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 (NOV 2005)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

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

9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will 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. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

- 9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)**
The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).
- 9.9 BUILDING SECURITY PLAN (NOV 2005)**
The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.
- 9.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)**
The Government reserves the right, prior to the submission of final revised proposals, 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.
- 9.11 BACKGROUND SECURITY CHECKS (NOV 2005)**
Background Security Checks for Contract Service Personnel;
A. The Government will conduct background checks on contractors with routine access to Government leased space.
B. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
C. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 178, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.
D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/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/subcontractor. The Lessor shall resubmit Form FD-258 and Form 178 for every employee covered by this paragraph on a 3-year basis.
- 9.12 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)**
The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.
- 9.13 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor 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.
- 9.14 ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.
- 9.16 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.
- 9.16 SECURE HVAC; AIRBORNE HAZARDS (NOV 2005)**
Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and 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.

9.17 PARKING SECURITY REQUIREMENTS (NOV 2005)

- A. Arrange for Employee Parking after Normal Working Hours:
The Lessor will allow employee parking in/near the building after normal working hours.
- B. Accessibility to Official Government Vehicles:
Public accessibility to official Government vehicles shall be limited through fencing or other means.
- C. Identification of Parking Areas:
Government parking areas or spaces shall be assigned and marked as "reserved."
- D. Inspection of Parking Areas:
The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.
- E. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT
Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

9.18 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
- B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition 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 *ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

9.19 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

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.

9.20 SECURITY DESIGN CRITERIA (NOV 2005)

- A. Security Design Criteria:
The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov.

9.21 SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a setback distance of twenty (20) feet as specified from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

9.22 SECURITY DESIGN CRITERIA: FACADE PROTECTION (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a facade protection level of equal to Level II as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

9.23 SECURITY DESIGN CRITERIA: SHATTER-RESISTANT WINDOWS (BUILDING SHELL) (NOV 2005)

In Government-occupied space, window systems shall be certified by a licensed professional engineer as conforming to a minimum glazing performance condition of no less than seven (7) millimeters thick and anchored into a window frame for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition 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*.

9.24 SECURITY DESIGN CRITERIA: HVAC (BUILDING SHELL) (NOV 2005)

Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government

specifically requires a centrally operated mallroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

- 9.25 **SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2006)**
The Government will review all design and engineering documents, including structural engineering calculations during design development.

10.0 SPECIAL REQUIREMENTS

Notwithstanding anything contained in other sections of this SFO, the Special Requirements in paragraphs 10.1 and 10.2 detailed below take precedence with regards to said leasing action.

10.1 SPECIAL REQUIREMENTS: 1

General Security Requirements

1. Building Exterior Parking Area: Parking area requires installation of perimeter fencing with gate and lock. 48' parking standoff distance is required. Bollards to be installed to IAW applicable standards. Hard surface is to be installed.
2. Exterior Doors: Exterior doors to be solid (not glass). One door, not located at the building entrance, is to be a metal door with an emergency/panic bar with alarm to be used for emergency exit only.
3. Building Exterior: Security cameras with monitoring or recording system to be installed
4. Window Requirements: Install fragmentation film (8mm) on all windows. Laminated glass to comply with UFC 4-010-01, do not use less than 6-mm (1/4-in) nominal laminated glass for all single pane exterior windows, skylights, and glazed doors. The 6-mm (1/4 in) laminated glass consists of two nominal 3-mm (1/8-in) annealed glass panes bonded together with a minimum of a 0.75-mm (0.030-inch) polyvinyl-butylal (PVB) interlayer.
5. Security Lock Requirements: Install Cipher locks at all exterior entrances. All entrance doors are required to open outwards.

10.2 SPECIAL REQUIREMENTS: 5

General Space Requirements

1. The office space will be open with no hard wall offices.
2. The copier requires dedicated 110 wiring circuit.
3. There are no special load requirements for files.
4. Each system work station will have three (3) jacks per cube.

GENERAL CLAUSES
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 - GSAR 552-203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.)
 - GSAR 552-203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.)
 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
 - FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JUL 1995)
(Applicable to leases over \$25,000.)
 - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
(Applicable to leases over \$500,000.)
 - FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)
 - GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (SEP 1999)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)
 - GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (SEP 1999)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

INITIALS: *W.A.* *M.D.*

- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
(Applicable to leases over \$10,000.)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Applicable to leases over \$10,000.)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS
OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(Applicable to leases over \$10,000.)
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Applicable to leases over \$10,000.)
- FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
(Applicable to leases over \$10,000.)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
(Applicable to leases over \$2,500.)
- GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)
- GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)
- FAR 52.233-1 DISPUTES (JULY 2002)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Applicable when cost or pricing data are required for work or services over
\$500,000.)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Applicable when the clause at FAR 52.215-10 is applicable.)

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

INITIALS



GSA Public Buildings Service

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 4AR0023	Dated 1/23/2007
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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 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$17.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

INITIALS:

"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
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a 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.

(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 16 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 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.

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 to leases over \$10,000.)

The Offeror represents that—

INITIALS: _____

- (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 DMB under Control Number 1215-0072.)

4. 52.222-26 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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

The Offeror represents that—

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

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

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

(a) The Offeror certifies that—

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

(b) Each signature on this 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 (1) through (a)(3) above (Insert full responsible for determining 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.

6.

STATEMENT REGARDING PAYMENTS TO INFLUENCE

INITIALS

CERTAIN FEDERAL TRANSACTIONS (APR 1991)

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

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

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

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

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

INITIALS: LES

- 4: Corporate entity (not tax-exempt); International organization per 26 CFR 1.6049-
 Corporate entity (tax-exempt); Other _____

(f) Common Parent.

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

Name _____

TIN _____

9: 82.204-6 - Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
 (i) if located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 (ii) if located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
 (i) Company legal business name.
 (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 (iii) Company physical street address, city, state and zip code.
 (iv) Company mailing address, city, state and zip code (if separate from physical).
 (v) Company telephone number.
 (vi) Date the company was started.
 (vii) Number of employees at your location.
 (viii) Chief executive officer/key manager.
 (ix) Line of business (industry).
 (x) Company Headquarters name and address (reporting relationship within your entity).

10: DUNS NUMBER (JUN 2004)

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

DUNS # Will register

11: CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

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

Registration is active. Yes No Will register

FROM : PLANEGOOD...

FAX NO. : 14795929882

Mar. 15 2007 02:27PM PB

OFFEROR OR AUTHORIZED REPRESENTATIVE
--

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DOD DEF CONT MGT AGY - NATIONAL (9723) And GENERAL SERVICES ADMINISTRATION

Contract No.	Draft	Version:	§ 1	Date Last Modified:	30 Jul 2009
AR1289		LAR16338			

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will occupy 2,000.00 usable (2,101.00 rentable) square feet of space and 0 structured parking spaces and 30 surface parking spaces at 193 HIGHWAY 278 (AR1289) located at 193 HIGHWAY 278, CAMDEN, AR, for a period of 120 months commencing on or about 11/10/2009.

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes. In addition to the annual rental to be paid, DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will make a lump sum payment for buildout and other related services in excess of the amount of the Tenant improvement allowance amortized in the rental rate, in accord with the attached page(s).

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for operations, maintenance, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Other Mandatory Clauses

Tenant Improvement Amortization Cost

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to expend a total of \$73,529.16 for their tenant improvements. This amount has been amortized in the rent and is itemized on the Financial Summary.

Tenant Improvement Lump Sum Cost

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to pay all or part of their TI Expended amount via a Reimbursable Work Authorization (RWA). The total RWA amount is \$36,832.89 and includes the TI amount of \$32,762.90 plus the RWA fee of \$4,070.59.

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Optional Clauses

Ad Hoc Clauses

I agree to the initial terms with the understanding modifications will be made over time.

Approved <i>Emma C. Lewis</i>	Approved <i>Joe Fuentes</i>
Agency Representative <i>Emma C. Lewis</i>	GSA Representative <i>Joe Fuentes</i>
Title <i>Lease Coordinator</i>	Title <i>Project Leader</i>
Date <i>August 18, 2009</i>	Date <i>09/09/09</i>

MW
7/31/09

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

Project AR0023
AAR00081
9723

Draft
DOD DEF CONT MGT AGY - NATIONAL
AR1289

Version: 6
LAR16338

Page: 1 of 11
Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2010 Partial
Period: 10-Nov-2009 to 30-Sep-2010

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$23,914	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$12,720	\$6.604407000
3. Operating Costs ##	2,101	\$9,167	\$4.760000000
A. Market Rent SubTotal	2,101	\$45,801	\$23.781532000
5. Amortized Tenant Improvement Used/Custom	2,101	\$2,544	\$1.320882000
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$3,384	\$1.757168920
B. Agency Rent SubTotal	2,101	\$5,928	\$3.078050920
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$51,729	
14. Billing Adjustments & Corrections			
a. Current Year			
139774 Broker Contract Commission Credit		(\$568)	
139758 Broker Contract Commission Credit		(\$2,174)	
E. Adjustments SubTotal		(\$2,742)	
F. Total Rent Bill(D+E)		\$48,987	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$48,987	
J. LUMP SUM ITEMS			
a. TI Lump Sum (Buy Down)		\$32,762	
c. Total RWA Cost including Fees		\$36,833	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		7%

HW
7/31/09

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

Project AAR0023
AAR00081
9723

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DOD DEF CONT MGT AGY - NATIONAL
AR1289

Version: 6
LAR16338

Page: 2 of 11
Date Last Modified: 31-Jul-2009

OA Start Date: 19-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2011
Period: 01-Oct-2010 to 30-Sep-2011

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$13,876	\$6.604407000
3. Operating Costs ##	2,101	\$10,276	\$4.890900000
A. Market Rent SubTotal	2,101	\$50,240	\$23.912432000
5. Amortized Tenant Improvement Used/Custom	2,101	\$2,775	\$1.320882000
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$3,711	\$1.766331920
B. Agency Rent SubTotal	2,101	\$6,486	\$3.087213920
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$56,726	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$56,726	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$56,726	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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9723

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AR1289

Version: 6
LAR16334

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Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2012
Period: 01-Oct-2011 to 30-Sep-2012

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$13,876	\$6.604407000
3. Operating Costs ##	2,101	\$10,584	\$5.037627000
A. Market Rent SubTotal	2,101	\$50,548	\$24.059159000
5. Amortized Tenant Improvement Used/Custom	2,101	\$2,775	\$1.320882000
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$3,733	\$1.776602810
B. Agency Rent SubTotal	2,101	\$6,508	\$3.097484810
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$57,056	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$57,056	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$57,056	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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AR1289

Version: 6
LAR16338

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Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2013
Period: 01-Oct-2012 to 30-Sep-2013

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$13,876	\$6.604407000
3. Operating Costs ##	2,101	\$10,902	\$5.188755810
A. Market Rent SubTotal	2,101	\$50,866	\$24.210287810
5. Amortized Tenant Improvement Used/Custom	2,101	\$2,775	\$1.320882000
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$3,755	\$1.787181826
B. Agency Rent SubTotal	2,101	\$6,530	\$3.108063826
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$57,396	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$57,396	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$57,396	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2014
Period: 01-Oct-2013 to 30-Sep-2014

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$13,876	\$6.604407000
3. Operating Costs ##	2,101	\$11,229	\$5.344418484
A. Market Rent SubTotal	2,101	\$51,193	\$24.365950484
5. Amortized Tenant Improvement Used/Custom	2,101	\$2,775	\$1.320882000
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$3,778	\$1.798078213
B. Agency Rent SubTotal	2,101	\$6,553	\$3.118960213
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$57,746	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$57,746	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$57,746	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2015
Period: 01-Oct-2014 to 30-Sep-2015

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$1,156	\$0.550367250
3. Operating Costs ##	2,101	\$11,565	\$5.504751039
A. Market Rent SubTotal	2,101	\$38,810	\$18.472243289
5. Amortized Tenant Improvement Used/Custom	2,101	\$231	\$0.110073500
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$2,733	\$1.300762182
B. Agency Rent SubTotal	2,101	\$2,964	\$1.410835682
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$41,774	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$41,774	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$41,774	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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Page: 7 of 11
Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2016
Period: 01-Oct-2015 to 30-Sep-2016

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$11,912	\$5.669893570
A. Market Rent SubTotal	2,101	\$38,001	\$18.087018570
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$2,660	\$1.266091312
B. Agency Rent SubTotal	2,101	\$2,660	\$1.266091312
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$40,661	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$40,661	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$40,661	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2017
Period: 01-Oct-2016 to 30-Sep-2017

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$12,270	\$5.839990377
A. Market Rent SubTotal	2,101	\$38,358	\$18.257115377
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$2,685	\$1.277998089
B. Agency Rent SubTotal	2,101	\$2,685	\$1.277998089
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$41,043	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$41,043	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$41,043	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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AR1289

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LAR16338

Page: 9 of 11
Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2018
Period: 01-Oct-2017 to 30-Sep-2018

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$12,638	\$6.015190088
A. Market Rent SubTotal	2,101	\$38,726	\$18.432315088
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$2,711	\$1.290262069
B. Agency Rent SubTotal	2,101	\$2,711	\$1.290262069
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$41,437	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$41,437	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$41,437	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

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Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2010
Period: 01-Oct-2008 to 30-Sep-2019

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$13,017	\$6.195645791
A. Market Rent SubTotal	2,101	\$39,105	\$18.612770791
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$2,737	\$1.302893968
B. Agency Rent SubTotal	2,101	\$2,737	\$1.302893968
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$41,843	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$41,843	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$41,843	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

OA # (AAR00081) OA Status (Draft) Version (6) Loc Code (AR1289)

Project AR0023
AAR00081
9723

Draft
DOD DEF CONT MGT AGY - NATIONAL
AR1289

Version: 6
LAR16338

Page: 11 of 11
Date Last Modified: 31-Jul-2009

OA Start Date: 10-Nov-2009
OA End Date: 09-Nov-2019

Fiscal Year: 2020 Partial
Period: 01-Oct-2019 to 09-Nov-2019

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$2,174	\$12.417125000
3. Operating Costs ##	2,101	\$1,087	\$6.210720355
A. Market Rent Sub Total	2,101	\$3,261	\$18.627845355
9. Parking			
b. Surface (number of spaces)	30		
11. PBS Fee	2,101	\$228	\$1.303949187
B. Agency Rent Sub Total	2,101	\$228	\$1.303949187
C. Joint Use Sub Total		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$3,490	
E. Adjustments Sub Total		\$0	
F. Total Rent Bill (D+E)		\$3,490	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$3,490	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	7%

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT
Between
DOD DEF CONT MGT AGY - NATIONAL (9723)
And
GENERAL SERVICES ADMINISTRATION

AAR00081	Draft	Version:	4	Date Last Modified:	22-Aug-2007

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will occupy 2,080.00 usable (2,101.00 rentable) square feet of space and 0 structured parking spaces and 12 surface parking spaces at () located at, GAMDEN, AR, for a period of 103 months commencing on or about 02/01/2008.

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are

reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 8% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well.

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be

complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signatures on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides to its customers may be found in the March 2002 edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Other Mandatory Clauses

Tenant Improvement Amortization Cost

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to expend a total of \$24,649.00 for their tenant improvements. This amount has been amortized in the rent and is itemized on the Financial Summary.

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Optional Clauses

Optional Clauses for All Occupancy Agreements

Ad Hoc Clauses

Tenant Improvement Lump Sum Cost

This paragraph replaces the previous Tenant Improvement Lump Sum Cost clause. DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to pay customization portion of their TI expended amount via a Reimbursable Work Authorization (RWA). The estimated total RWA amount for customization is \$20,853.44. The estimated amount includes \$18,956 in tenant improvement costs plus RWA fees in the amount of \$1,897.44.

I agree to the initial terms with the understanding modifications will be made over time.

Approved <i>SABennett</i>	Approved <i>J. Seria</i>
Agency Representative SANDRA A. BENNETT	GSA Representative JEFF SERIA
Title DIR, FACILITIES SVC CENTER	Title SR REALTY SPECIALIST
Date 29 AUGUST 2007	Date 9/4/07

9/4/07

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

Project AAR0023
AAR00081
9723

Draft
DOD DEF CONT MGT AGY - NATIONAL

Version: 4

Page: 1 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2008
Period: 01-Feb-2008 to 30-Sep-2008

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$17,392	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$3,721	\$2.656775000
3. Operating Costs ##	2,101	\$5,663	\$4.043056000
A. Market Rent SubTotal	2,101	\$26,776	\$19.116956000
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,142	\$1.529356307
B. Agency Rent SubTotal	2,101	\$2,142	\$1.529356307
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$28,919	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$28,919	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$28,919	
J. LUMP SUM ITEMS			

Parking is included in Shell Rental
Operating Cost Escalation Applies

Customization Tier: 3
Amortization Terms (in months): 60
PBS Fee is: 8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

Project ARO023
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9723

Draft
DOD DEP CONT MGT AGY - NATIONAL

Version: 4

Page: 2 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2009
Period: 01-Oct-2008 to 30-Sep-2009

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2.656775000
3. Operating Costs ##	2,101	\$8,664	\$4.123917120
A. Market Rent SubTotal	2,101	\$40,335	\$19.197817120
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,227	\$1.535825196
B. Agency Rent SubTotal	2,101	\$3,227	\$1.535825196
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$43,561	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$43,561	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$43,561	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

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 AAR0081 Draft Page: 3 of 9
 9723 DOD DEF CONT MGT AGY - NATIONAL Version: 4 Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008 Fiscal Year: 2010
 OA End Date: 31-Aug-2016 Period: 01-Oct-2009 to 30-Sep-2010

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12,417,125,000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2,656,775,000
3. Operating Costs ##	2,101	\$8,924	\$4,247,634,634
A. Market Rent SubTotal	2,101	\$40,595	\$19,321,534,634
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,248	\$1,545,722,596
B. Agency Rent SubTotal	2,101	\$3,248	\$1,545,722,596
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+E+C)	2,101	\$43,842	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$43,842	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$43,842	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

Project ARD023
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DOD DEF CONT MGT AGY - NATIONAL

Version: 4

Page: 4 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2011
Period: 01-Oct-2010 to 30-Sep-2011

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12,417,125,000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2,656,775,000
3. Operating Costs ##	2,101	\$9,192	\$4,375,063,673
A. Market Rent SubTotal	2,101	\$40,862	\$19,448,963,673
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,269	\$1,555,916,918
B. Agency Rent SubTotal	2,101	\$3,269	\$1,555,916,918
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$44,131	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$44,131	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$44,131	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

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Version: 4

Page: 5 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2012
Period: 01-Oct-2011 to 30-Sep-2012

Charge Basis Annual Charge Rate per Sq. Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2.656775000
3. Operating Costs ##	2,101	\$9,468	\$4.506315583
A. Market Rent SubTotal	2,101	\$41,138	\$19.580215583
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,291	\$1.566417070
B. Agency Rent SubTotal	2,101	\$3,291	\$1.566417070
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$44,429	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$44,429	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$44,429	
# Packing is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

Project AR0023
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DOD DEF CONT MGT AGY - NATIONAL

Version: 4

Page: 6 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2013
Period: 01-Oct-2012 to 30-Sep-2013

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$1,861	\$0.885591667
3. Operating Costs ##	2,101	\$9,752	\$4.641505050
A. Market Rent SubTotal	2,101	\$37,701	\$17.944221717
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,016	\$1.435537669
B. Agency Rent SubTotal	2,101	\$3,016	\$1.435537669
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$40,717	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill (D+E)		\$40,717	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$40,717	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

Project: AR0023
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DOD DEF CONTMGT AGY - NATIONAL

Version: 4

Page: 7 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2014
Period: 01-Oct-2013 to 30-Sep-2014

	Charge Basis	Annual Charge	Rate per Sq. Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$10,044	\$4.780750202
A. Market Rent SubTotal	2,101	\$36,133	\$17.197875202
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,891	\$1.375830001
B. Agency Rent SubTotal	2,101	\$2,891	\$1.375830001
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$39,023	
E. Adjustments SubTotal		\$0	
F. Total Rent Bldg(D+E)		\$39,023	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$39,023	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

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DOD DEF CONT MGT AGY - NATIONAL

Version: 4

Page: 8 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Period: 01-Oct-2014 to 30-Sep-2015
Fiscal Year: 2015

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$10,346	\$4.924172708
A. Market Rent SubTotal	2,101	\$36,434	\$17.341297708
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,915	\$1.387303800
B. Agency Rent SubTotal	2,101	\$2,915	\$1.387303800
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$39,349	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$39,349	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$39,349	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

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DOD DEF CONT MGT AGY - NATIONAL

Version: 4

Page: 9 of 9
Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2016 Partial
Period: 01-Oct-2015 to 31-Aug-2016

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$23,914	\$12.417125000
3. Operating Costs ##	2,101	\$9,759	\$5.067377481
A. Market Rent SubTotal	2,101	\$33,674	\$17.484502481
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,694	\$1.398760181
B. Agency Rent SubTotal	2,101	\$2,694	\$1.398760181
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$36,368	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$36,368	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$36,368	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

AAR00081	Draft	Version:	2	Date Last Modified:	03/06/2006

OCCUPANCY AGREEMENT
between
DOD DEF CONT MGT AGY – NATIONAL (Code 9723)
And
GENERAL SERVICES ADMINISTRATION

DOD DEF CONT MGT AGY – NATIONAL (Code 9723) will occupy 2,500 usable (2,875 rentable) square feet of space and 0 structured parking spaces and 12 surface parking spaces at located at CAMDEN, AR, for a period of 120 months commencing on or about 09/01/2006.

DOD DEF CONT MGT AGY – NATIONAL (Code 9723) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DOD DEF CONT MGT AGY – NATIONAL (Code 9723) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. The tenant's future years' obligation to pay Rent is subject to the availability of funds, but the

tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 8% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well. Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant. 1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion. 2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences. For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Client Billing Record (CBR) incrementally. In the case of phased occupancy with separate CBRs (example, different Agency/Bureau codes), the rent start date for each CBR will occur when the space associated with it is substantially complete and operationally functional. If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space. Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to

accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signature on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides to its customers may be found in the March 2002 edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor

failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Security

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Special Clauses

Tenant Improvement Amortization Cost

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to expend a total of \$85,066.80 for their tenant improvements. This amount has been amortized in the rent and is itemized on the Financial Summary.

I agree to the initial terms with the understanding modifications will be made over time.

Approved _____	Approved <i>Randy Keiser</i>
Agency Representative _____	GSA Representative
Title _____	Title <i>Quality Specialist</i>
Date _____	Date <i>3-6-2006</i>

Financial Summary

Project AR0023
AAR00081
9723

Draft
DOD DEF CONT MGT AGY - NATIONAL

Version: 2

Page: 1 of 11
Date Last Modified: 06-Mar-2006

OA Start Date: 01-Sep-2006
OA End Date: 31-Aug-2016

Fiscal Year: 2006 Partial
Period: 01-Sep-2006 to 30-Sep-2006

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,875	\$1,677	\$7.000000000
2. Amortized Tenant Improvement Used/General	2,875	\$1,305	\$5.444987000
3. Operating Costs ##	2,875	\$958	\$4.000000000
A. Market Rent SubTotal	2,875	\$3,940	\$16.444987000
5. Amortized Tenant Improvement Used/Custom.	2,875	\$391	\$1.633496000
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,875	\$347	\$1.446278678
B. Agency Rent SubTotal	2,875	\$738	\$3.079774678
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,875	\$4,678	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$4,678	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$4,678	
J. LUMP SUM ITEMS			
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

Financial Summary

Project AR0023
AAR00081
9723

Draft
DOD DEF CONT MGT AGY - NATIONAL

Version: 2

Page: 2 of 11
Date Last Modified: 06-Mar-2006

OA Start Date: 01-Sep-2006
OA End Date: 31-Aug-2016

Fiscal Year: 2007
Period: 01-Oct-2006 to 30-Sep-2007

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,875	\$20,125	\$7.000000000
2. Amortized Tenant Improvement Used/General	2,875	\$15,654	\$5.444987000
3. Operating Costs ##	2,875	\$11,529	\$4.010000000
A. Market Rent SubTotal	2,875	\$47,308	\$16.454987000
5. Amortized Tenant Improvement Used/Custom	2,875	\$4,696	\$1.633496000
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,875	\$4,160	\$1.447078678
B. Agency Rent SubTotal	2,875	\$8,857	\$3.080574678
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,875	\$56,165	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$56,165	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$56,165	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

Financial Summary

Project AR0023
AAR00081
9723

Draft
DOD DEF CONT MGT AGY - NATIONAL

Version: 2

Page: 3 of 11
Data Last Modified: 06-Mar-2006

OA Start Date: 01-Sep-2006
OA End Date: 31-Aug-2016

Fiscal Year: 2008
Period: 01-Oct-2007 to 30-Sep-2008

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,875	\$20,125	\$7.000000000
2. Amortized Tenant Improvement Used/General	2,875	\$15,654	\$5.444987000
3. Operating Costs ##	2,875	\$11,875	\$4.130300000
A. Market Rent SubTotal	2,875	\$47,654	\$16.575287000
5. Amortized Tenant Improvement Used/Custom	2,875	\$4,696	\$1.633496000
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,875	\$4,188	\$1.456702678
B. Agency Rent SubTotal	2,875	\$8,884	\$3.090198678
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,875	\$56,538	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$56,538	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$56,538	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

Financial Summary

Project AR0023
 AAR00081
 9723

Draft
 DOD DEF CONT MGT AGY - NATIONAL

Version: 2

Page: 10 of 11
 Date Last Modified: 06-Mar-2006

OA Start Date: 01-Sep-2006
 OA End Date: 31-Aug-2016

Fiscal Year: 2015
 Period: 01-Oct-2014 to 30-Sep-2015

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,875	\$20,125	\$7.000000000
3. Operating Costs ##	2,875	\$14,604	\$5.079748026
A. Market Rent SubTotal	2,875	\$34,729	\$12.079748026
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,875	\$2,778	\$0.966379842
B. Agency Rent SubTotal	2,875	\$2,778	\$0.966379842
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,875	\$37,508	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$37,508	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$37,508	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

Umwelt
Umwelt

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT
Between
DOD DEF CONT MGT AGY - NATIONAL (9723)
And
GENERAL SERVICES ADMINISTRATION

AAR00081	Draft	Version:	4	Date Last Modified:	22-Aug-2007

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will occupy 2,080.00 usable (2,101.00 rentable) square feet of space and 0 structured parking spaces and 12 surface parking spaces at () located at , CAMDEN, AR, for a period of 103 months commencing on or about 02/01/2008.

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

~~While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.~~

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are

reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 8% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well.

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment

Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be

complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are not binding on either party; they are estimates for budgeting purposes. Accordingly, tenant agency signature on preliminary OAs does not bind the agency to the specific financial terms in the OA; rather, execution by the tenant agency constitutes that agency's commitment to the project. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides to its customers may be found in the March 2002 edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

~~The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.~~

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Other Mandatory Clauses

Tenant Improvement Amortization Cost

DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to expend a total of \$24,649.00 for their tenant improvements. This amount has been amortized in the rent and is itemized on the Financial Summary.

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Optional Clauses

Optional Clauses for All Occupancy Agreements

Ad Hoc Clauses

Tenant Improvement Lump Sum Cost

This paragraph replaces the previous Tenant Improvement Lump Sum Cost clause. DOD DEF CONT MGT AGY - NATIONAL (Code 9723) has elected to pay customization portion of their TI expended amount via a Reimbursable Work Authorization (RWA). The estimated total RWA amount for customization is \$20,853.44. The estimated amount includes \$\$18,956 in tenant improvement costs plus RWA fees in the amount of \$1,897.44.

I agree to the initial terms with the understanding modifications will be made over time.

Approved <i>SABennett</i>	Approved <i>JSeria</i>
Agency Representative SANDRA A. BENNETT	GSA Representative JEFF SERIA
Title DIR, FACILITIES SVC CENTER	Title SR REALTY SPECIALIST
Date 29 AUGUST 2007	Date 9/4/07

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Date Last Modified: 22-Aug-2007

OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2008 Partial
Period: 01-Feb-2008 to 30-Sep-2008

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$17,392	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$3,721	\$2.656775000
3. Operating Costs ##	2,101	\$5,663	\$4.043056000
A. Market Rent SubTotal	2,101	\$26,776	\$19.116956000
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,142	\$1.529356307
B. Agency Rent SubTotal	2,101	\$2,142	\$1.529356307
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$28,919	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$28,919	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$28,919	
J. LUMP SUM ITEMS			
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

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OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2009
Period: 01-Oct-2008 to 30-Sep-2009

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2.656775000
3. Operating Costs ##	2,101	\$8,664	\$4.123917120
A. Market Rent SubTotal	2,101	\$40,335	\$19.197817120
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,227	\$1.535825196
B. Agency Rent SubTotal	2,101	\$3,227	\$1.535825196
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$43,561	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$43,561	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$43,561	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

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Fiscal Year: 2010
Period: 01-Oct-2009 to 30-Sep-2010

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2.656775000
3. Operating Costs ###	2,101	\$8,924	\$4.247634634
A. Market Rent SubTotal	2,101	\$40,595	\$19.321534634
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,248	\$1.545722596
B. Agency Rent SubTotal	2,101	\$3,248	\$1.545722596
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$43,842	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$43,842	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$43,842	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

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OA Start Date: 01-Feb-2008
OA End Date: 31-Aug-2016

Fiscal Year: 2011
Period: 01-Oct-2010 to 30-Sep-2011

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2.656775000
3. Operating Costs ##	2,101	\$9,192	\$4.375063673
A. Market Rent SubTotal	2,101	\$40,862	\$19.448963673
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,269	\$1.555916918
B. Agency Rent SubTotal	2,101	\$3,269	\$1.555916918
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$44,131	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$44,131	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$44,131	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

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OA End Date: 31-Aug-2016

Fiscal Year: 2012
Period: 01-Oct-2011 to 30-Sep-2012

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$5,582	\$2.656775000
3. Operating Costs ##	2,101	\$9,468	\$4.506315583
A. Market Rent SubTotal	2,101	\$41,138	\$19.580215583
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,291	\$1.566417070
B. Agency Rent SubTotal	2,101	\$3,291	\$1.566417070
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$44,429	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$44,429	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$44,429	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

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OA End Date: 31-Aug-2016

Fiscal Year: 2013
Period: 01-Oct-2012 to 30-Sep-2013

Charge Basis Annual Charge Rate per Sq.Ft/Space

1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
2. Amortized Tenant Improvement Used/General	2,101	\$1,861	\$0.885591667
3. Operating Costs ##	2,101	\$9,752	\$4.641505050
A. Market Rent SubTotal	2,101	\$37,701	\$17.944221717
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$3,016	\$1.435537669
B. Agency Rent SubTotal	2,101	\$3,016	\$1.435537669
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$40,717	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$40,717	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$40,717	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

OA # (AAR00081) OA Status (Draft) Version (4) Loc Code ()

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OA Start Date: 01-Feb-2008
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Fiscal Year: 2014
Period: 01-Oct-2013 to 30-Sep-2014

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$10,044	\$4.780750202
A. Market Rent SubTotal	2,101	\$36,133	\$17.197875202
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,891	\$1.375830001
B. Agency Rent SubTotal	2,101	\$2,891	\$1.375830001
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$39,023	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$39,023	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$39,023	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		8%

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Fiscal Year: 2015
Period: 01-Oct-2014 to 30-Sep-2015

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$26,088	\$12.417125000
3. Operating Costs ##	2,101	\$10,346	\$4.924172708
A. Market Rent SubTotal	2,101	\$36,434	\$17.341297708
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,915	\$1.387303800
B. Agency Rent SubTotal	2,101	\$2,915	\$1.387303800
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$39,349	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$39,349	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
I. Total PBS Bill (F+G+H)		\$39,349	
# Parking is included in Shell Rental		Customization Tier	3
## Operating Cost Escalation Applies		Amortization Terms (in months)	60
		PBS Fee is	8%

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Fiscal Year: 2016 Partial
Period: 01-Oct-2015 to 31-Aug-2016

	Charge Basis	Annual Charge	Rate per Sq.Ft/Space
1. Shell Rental Rate #			
a. General	2,101	\$23,914	\$12.417125000
3. Operating Costs ##	2,101	\$9,759	\$5.067377481
A. Market Rent SubTotal	2,101	\$33,674	\$17.484502481
9. Parking			
b. Surface (number of spaces)	12		
11. PBS Fee	2,101	\$2,694	\$1.398760181
B. Agency Rent SubTotal	2,101	\$2,694	\$1.398760181
C. Joint Use SubTotal		\$0	
D. Total Annual Rent (A+B+C)	2,101	\$36,368	
E. Adjustments SubTotal		\$0	
F. Total Rent Bill(D+E)		\$36,368	
G. Total Antenna Bill		\$0	
H. Total Reimbursable Services Bill		\$0	
L. Total PBS Bill (F+G+H)		\$36,368	
# Parking is included in Shell Rental	Customization Tier		3
## Operating Cost Escalation Applies	Amortization Terms (in months)		60
	PBS Fee is		8%