

**SOLICITATION FOR OFFERS  
N40080LI11809**

**Administrative Space  
NAVAL AIR STATION PATUXENT RIVER, MD**

**February 23, 2016**

Prepared By:  
Naval Facilities Engineering Command Washington  
1314 Harwood Street, SE  
Washington Navy Yard, DC 20374-5018



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Real Estate Contracting Officer

Questions about this SFO must be addressed in writing to the Real Estate Contracting Officer at the address above, and should be marked "SFO NO. N40080LI11809 – Attn: Code AM1." Questions should be submitted by electronic mail to: [christine.hays@navy.mil](mailto:christine.hays@navy.mil).

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#### **ATTACHMENTS:**

- A ROOM SCHEDULES
- B SF 2 FORM, GOVERNMENT LEASE FOR REAL PROPERTY
- C GSA FORM 3517B, GENERAL CLAUSES
- D GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS
- E FORM, PROPOSAL TO LEASE SPACE
- F GSA FORM 3516A
- G FORM 12000, PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION
- H PRELEASE BUILDING SECURITY PLAN
- I SEISMIC FORMS

## **1.0 SUMMARY OF MINIMUM REQUIREMENTS**

### **1.1 AMOUNT AND TYPE OF SPACE**

- A. The Department of the Navy seeks to award a one year lease, with four (4) one year renewal options in Saint Mary's County, MD. The space requirement is for approximately 9,136 American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) square feet of administrative office space, and is distributed as follows:

**REQUIREMENT LI-11809: AT LEAST 9,136 SF OF ADMINISTRATIVE OFFICE SPACE with PARKING TO ACCOMMODATE AT LEAST 42 VEHICLES.**

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

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

- C. **PARKING:** The Offeror must provide 42 dedicated parking spaces. Spaces may be marked reserved or unmarked. The parking area must be well-lit and have painted lines.

### **1.2 AREA OF CONSIDERATION**

The space must be located in St. Mary's County, MD, within 8 miles of Gate 1 at Naval Air Station (NAS) Patuxent River, MD.

### **1.3 SPACE CHARACTERISTICS**

- A. The space must fully meet the new construction requirements of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (36 CFR 1191 including Appendixes A-E). This includes the facility and all leased space (entrance areas, parking and loading zones, accessible route, entrance and egress, ramps, stairs, handrails, alarms, doors, restrooms, drinking fountains, and elevators.
- B. All Government leased space shall be heated, and air conditioning is required in the office area to help maintain an even temperature throughout the year, including Point of Presence (POP) rooms, in accordance with the temperatures of this SFO.

- C. Space for each requirement shall be in accordance with Attachment A, Room Schedules, with the indicated minimum room sizes plus corridors as necessary for circulation within the leased space.
- D. The building should comply with requirements of Federal, State, and local fire and life safety standards.
- E. The building should comply with county and state codes, standards and regulations of the local utility service suppliers and state and county required permits, easements, or inspections and meeting the applicable requirements of the National Electric Code, National Electrical Safety Code, Standards of the National Electric Manufacturers Association, Insulated Power Cable Engineers Association, the American Institute of Electric Engineering, and the Federal Accessibility Standards.
- F. The building construction should comply with all Federal, State, and local codes.
- G. When the applicable codes conflict, the more stringent standard shall apply.
- H. In addition to meeting the requirements of Section 9.0 below, security must be provided by the Offeror to include the following: security lighting above each entrance door, double cylinder door locks, and an Intrusion Detection System (IDS). The IDS consists of monitors and electronic sensors designed to detect, not prevent, an attempted intrusion. These sensors are designed to detect movement, changes in heat sources, door openings, and sound changes, and the Government will contract for monitoring by a third party (e.g. Brinks, ADT, etc.). No special pass or identification requirements, security clearance requirements, or escort requirements are necessary.
- I. Space must meet all requirements set forth in this section and sections 3 through 9 of this Solicitation for Offers (SFO).
- J. The lease space must meet or exceed requirements equivalent to the security standards established by the Department of Homeland Security's Interagency Security Committee (ISC). The Risk Management Process for Federal Facilities shall apply to all off-installation leased space managed by DoD and all DoD occupied spaced in buildings owned or operated by the U.S. Government. For more information go to:  
[https://www.dhs.gov/sites/default/files/publications/ISC\\_Risk-Management-Process\\_Aug\\_2013.pdf](https://www.dhs.gov/sites/default/files/publications/ISC_Risk-Management-Process_Aug_2013.pdf)

#### 1.4 LEASE TERM

The lease term will be a one-year firm term lease with four one-year renewal options. The Government may terminate this lease after the first year, in whole or in part, upon 30 days written notice to the Offeror. If part of the lease is terminated, the rental shall be reduced proportionately, based on the percentage of rentable square feet released to the Offeror's control. The Government has the right to modify the lease depending on the specifics of the offers received. All terms and conditions contained herein shall prevail throughout the term of the lease.

#### 1.5 AWARD

- A. After conclusion of negotiations, if they are held, the Real Estate Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by Naval

Facilities Engineering Command Washington which reflects the proposed agreement of the parties.

B. The proposed lease shall consist of:

1. Standard Form 2 U.S. Government Lease for Real Property (see Attachment B),
2. The General Clauses (see Attachment C),
3. Required Representations and Certifications (see Attachment D),
4. The pertinent provisions of the offer, and
5. The pertinent provisions of the SFO.

C. The acceptance of the offer and award of the lease by the Government occurs upon notification of acceptance of the offer or execution of the lease by the Real Estate Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

D. The Government reserves the right to award the lease without discussions and negotiations.

E. The Government reserves the right to not award to any Offeror and cancel this SFO if it deems appropriate without liability or cost to the Government.

## **1.6 OCCUPANCY DATE**

The Navy requires a beneficial occupancy date no later than August 15, 2016.

## **1.7 MINIMUM REQUIREMENTS**

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

## **1.8 AVAILABILITY OF FUNDS**

Award of this contract and all agreements related to the obligation of the Government to make payments pursuant to the award of this lease contemplated in this SFO are subject to U.S. Law and the availability of appropriations. Award of any contract under this SFO is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Government under this SFO or for any payment may arise until funds are made available to the Real Estate Contracting Officer for a lease contract and until the Offeror receives notice of such availability, to be confirmed in writing by the Real Estate Contracting Officer. In the event sufficient funds are not made available, the Government may not make an award under this SFO.

## **2.0 AWARD PROCESS**

### **2.1 HOW TO OFFER**

A. Offers must be received no later than 2:00 PM Eastern Standard Time on Friday, March 11, 2016 and must remain open until award. Be advised that the award may be made based on initial offers without discussion. If necessary, discussions will be held with all proposers in the competitive range should one be established. Offers are to be submitted to the Real Estate

Contracting Officer at the following address:

U.S. Mail Address or Direct Delivery –

Naval Facilities Engineering Command Washington  
**ATTN: Code AM1 (CH) N40080LI11809**  
 1314 Harwood Street, SE  
 Washington Navy Yard, DC 20374-5018

B. Format of Offer: Offers must be divided into two separate parts, Part A, Cover Letter with Rental Offer and Part B, Technical Data. On the outside of the envelope, offers must be marked with the “LI” number assigned to the requirement in Paragraph 1.1 in this SFO. Example: “40080LI11809 Offer”. **If Offeror elects to make multiple offers each submission must be packaged separately.** Offers, and any subsequent modifications thereof, shall be submitted in sealed envelopes or packages addressed to the Real Estate Contracting Officer at the address indicated above. Five (5) completed copies are required. Offers shall conform to all instructions set forth in this SFO. Modifications of offers shall also be submitted by e-mail to [christine.hays@navy.mil](mailto:christine.hays@navy.mil).

PART A, Cover Letter with Rental Offer:

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

1. The name of the Offeror and confirmation that the Offeror and owner are not U.S. Government employees.
2. Name and telephone numbers of the person(s) authorized to negotiate and execute any resulting lease; internet e-mail address if such communication is accepted; alternate point of contact and phone numbers.
3. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner’s representative is presenting buildings for multiple ownership groups.
4. Provide appropriate evidence of ownership for the property. If the Offeror is not the owner, provide evidence of the Offeror’s authority to act for the property owner. Offers signed by an agent shall be accompanied by an original signed document evidencing the agent’s authority to offer the leased space.
5. Identification and location of the property offered.
6. Confirmation the space will meet all minimum specifications, provisions, clauses, terms and conditions of the solicitation and lease, and that the offer remains valid through award unless earlier withdrawn. Include acknowledgement that all pages of the SFO including Attachments were received by the Offeror.





SFO. An Offeror's inability to comply with the Submission Format may, at the Government's option, result in disqualification and removal of an Offeror from consideration under this SFO.

### **2.3 WHO MAY SUBMIT AN OFFER**

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

### **2.4 EXPLANATION TO PROSPECTIVE OFFERORS**

A prospective Offeror desiring an explanation or interpretation of the SFO, specifications, or other related information, must request such explanation in writing addressed to the Real Estate Contracting Officer at the address provided on the cover of this SFO, and marked Attn: Code AM1 at least 10 days prior to the due date for receipt of offers. Such requests may alternatively be e-mailed to [christine.hays@navy.mil](mailto:christine.hays@navy.mil). Oral explanations or instructions will not be binding on the Government. Any information given to a prospective Offeror concerning the SFO will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of the information would be prejudicial to other prospective Offerors.

### **2.5 MULTIPLE OFFERS**

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

### **2.6 AMENDMENTS TO THE SFO**

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

### **2.7 LIMITATION**

In no event will the Government bear any costs associated with the preparation of Offeror's responses to this SFO or the Offeror's post-award submissions and actions required by this SFO.

### **2.8 NEGOTIATIONS**

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



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

D. Location (Proximity - in terms of distance and automobile travel time) is less important than experience and past performance and price. The space must be located in St. Mary's County and within an (eight) 8 mile radius (minimum driving distance) of NAS Patuxent River, MD, Gate 1. Offerors outside this delineated area will be ineligible for award. Space that is closer in proximity to NAS Patuxent River, MD, Gate 1 may be evaluated more favorably than space located further from NAS Patuxent River, MD, Gate 1.

## **2.10 AWARD**

The Government anticipates, but cannot guarantee, award of the lease in April 2016.

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

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

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

## **3.0 MISCELLANEOUS**

### **3.1 UNIT COSTS FOR ADJUSTMENTS**

A. The Offeror is required to state in the offer or in an attachment unit prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by the Government, during the first year of the lease to price alterations costing \$85,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Offeror and the Government:

1. The cost per linear foot of office subdividing ceiling-high partitioning.



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.

### 3.8 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (JUNE 2011)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part before the lease term expires, the rental rate will be reduced. The reduction shall occur after the Government gives 30 calendar days notice to the Offeror, and shall continue in effect until the Government occupies or reoccupies the vacant premises or the lease expires or is terminated.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA square foot of operating expenses not required to maintain the space. In addition, at the first operating cost adjustment after the notice of reduction to the rent, the base cost of services subject to escalation will be reduced by said amount. In the event that the Government occupies or reoccupies the vacant premises on the lease anniversary date following the occupation of the vacant premises, the base cost of services subject to escalation will be increased by said amount.
- C. The reduction in operating costs shall be negotiated and stated in the lease.

### 3.9 AFTER AWARD

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

#### A. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

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

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

#### B. RENT COMMENCEMENT:

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





Construction Waste Management	Wall Coverings
Existing Fit-out, Salvaged or Reused Building Material	Painting
Indoor Air Quality During Construction	Doors: Interior
Landscaping	Carpet: Broadloom and/or Carpet Tile
Recycled Content Products	Energy Cost Savings
Environmentally Preferable Building Products and Materials	Drinking Fountains
Floor Covering and Perimeters	Toilet Rooms
Wood Products	Heating and Air Conditioning
Adhesives and Sealants	Ventilation
Insulation	Lighting: Interior and Parking
Ceilings	Indoor Air Quality
Janitorial Services	Radon In Water

#### **4.0 GENERAL ARCHITECTURE**

##### **4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR**

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Real Estate Contracting Officer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building shall have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

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

## 4.2 CONSTRUCTION WASTE MANAGEMENT

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

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

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

item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

#### 4.4 INDOOR AIR QUALITY DURING CONSTRUCTION

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

- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Offeror shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

#### **4.5 WORK PERFORMANCE**

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

#### **4.6 BUILDING SYSTEMS**

Whenever requested, the Offeror shall furnish at no cost to the Government a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

#### **4.7 SPACE EFFICIENCY**

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

#### **4.8 FLOOR PLANS AFTER OCCUPANCY**

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

#### **4.9 CAD AS-BUILT FLOOR PLANS**

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

#### **4.10 FLOORS AND FLOOR LOAD**

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

**4.11 EXITS AND ACCESS**

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

**4.12 WINDOWS**

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

**4.13 ACCESSIBILITY**

The leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). The areas that must comply with this requirement are doors, doorways, and ramps, with the exception of the loading dock. Emergency exits shall be provided as required by NFPA codes and any applicable state and county fire and life safety standards. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**5.0 ARCHITECTURAL FINISHES****5.1. RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES)**

The Offeror shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002 (1976). The Offeror shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.

**5.2 LAYOUT, FINISHES, AND COLORBOARDS**

All building finishes shall be for first class, modern space. The Offeror shall consult with the Real Estate Contracting Officer prior to developing a minimum of three (3) colorboards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. The Offeror shall provide the required colorboards within ten (10) calendar days of the request for such by the Real Estate Contracting Officer. The colorboards shall be approved by the Government prior to installation. Upon review with the Tenant, the Real Estate Contracting Officer must select one (1) colorboard within 15 calendar days, and unless otherwise specified prior to lease award, the Offeror may assume that one colorboard will be accepted for all finishes in the entire space under lease. The Offeror may not make any substitutions after the colorboard is selected.





2. Public areas shall be painted at least every three (3) years. Tenant areas shall be repainted every five (5) years, and any time during the occupancy by the Government if paint is peeling or permanently stained, except where damaged due to the negligence of the Government. Repainting includes the moving and returning of furnishings. All work shall be done when the tenants are not at work.

**B. TENANT IMPROVEMENT INFORMATION:**

1. The Offeror shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
  - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
  - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
  - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
    - i. Flats: 50 grams per litre (g/L).
    - ii. Non-flats: 150 g/L.
  - d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
  - e. Clear wood finishes:
    - i. Varnish: 350 g/L.
    - ii. Lacquer: 550 g/L.
  - f. Floor coatings: 100 g/L.
  - g. Sealers:
    - i. Waterproofing sealers: 250 g/L.
    - ii. Sanding sealers: 275 g/L.
    - iii. All other sealers: 200 g/L.
  - h. Shellacs:
    - i. Clear: 730 g/L.
    - ii. Pigmented: 550 g/L.
  - i. Stains: 250 g/L.
  - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Real Estate Contracting Officer.

**5.9 DOORS: EXTERIOR  
BUILDING SHELL:**

1. Exterior doors shall be provided at the Offeror's expense. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
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 Real Estate Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

**5.10 DOORS: SUITE ENTRY****TENANT IMPROVEMENT INFORMATION:**

Suite entry doors shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1 3/4 inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Real Estate Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

**5.11 DOORS: INTERIOR****TENANT IMPROVEMENT INFORMATION:**

Doors within the Government-demised area shall have a minimum clear opening of 36" 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 Real Estate Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with National Building Code requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

**5.12 DOORS: HARDWARE****A. BUILDING SHELL:**

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

**B. TENANT IMPROVEMENT INFORMATION:**

Doors shall have door handles or door pulls with heavyweight hinges. The Offeror is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be on a master key system. Furnish at least two (2) for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

**5.13 DOORS: IDENTIFICATION****A. BUILDING SHELL:**

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

**B. TENANT IMPROVEMENT INFORMATION:**









or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent. The window blinds shall have non-corroding mechanisms and synthetic tapes.

2. Draperies. Blackout draperies are to be provided in all conference rooms unless there are no windows. If draperies are required, the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor, apron, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.

- b. Construction. Any draperies to be newly installed, shall be made as follows:
- i. fullness of 100 percent, including overlap, side hems, and necessary returns;
  - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
  - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
  - iv. three-fold pinch pleats;
  - v. safety stitched intermediate seams;
  - vi. matched patterns;
  - vii. tacked corners; and
  - viii. no raw edges or exposed seams.

c. Use of existing draperies must be approved by the Real Estate Contracting Officer.

## 5.22 BUILDING DIRECTORY

### BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(s). It must be acceptable to the Real Estate Contracting Officer.

## 6.0 MECHANICAL, ELECTRICAL, PLUMBING

### 6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

#### A. BUILDING SHELL:

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

#### B. SYSTEMS COMMISSIONING:

The Offeror shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. Testing and balancing HVAC shall be completed prior to occupancy and "Flush out" procedure described in Section 4.4F.

## 6.2 ENERGY INDEPENDENCE AND SECURITY ACT (SEPT 2013)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, the Government may award a lease for a building only if the building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term “most recent year” means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star’s Target Finder tool and either achieved a “Designed to Earn the Energy Star” certification or received an unofficial score (in strict adherence to Target Finder’s usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star’s Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at [www.energystar.gov](http://www.energystar.gov).
- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets SFO requirements, including locational needs;
  2. The agency will remain in a Building it currently occupies;
  3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their offer an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the First Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding lease). Such improvements may consist of, but are not limited to, the following:

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

**Note:** Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

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

### 6.3 ENVIRONMENTAL CONSIDERATION (SEPT 2013)

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous uses of the Building.
- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

## 6.4 ENERGY COST SAVINGS

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

## 6.5 DRINKING FOUNTAIN

### BUILDING SHELL:

The Offeror shall provide, on each floor of office space, a minimum of one chilled drinking fountain.

## 6.6 TOILET FACILITIES – ADDITIONAL TO ROOM SCHEDULE

### A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. The men's toilet room shall have at least four (4) water closets with two (2) lavatories for Government's use. The women's toilet room shall have at least three (3) water closets and three (3) lavatories. In the men's facilities, urinals may be substituted for 1/3 of the water closets specified. These facilities may be located either within the Government's leased space or located in the Common Area on the same floor. If provided in the common area, it is the responsibility of the Offeror to ensure that sufficient number of restroom facilities are provided for the Government leased space and other tenants. In addition to these requirements, the Attachment A, *Room Schedules*, may include additional toilet facilities to be located within the leased space as part of the Showers/Locker Area/Toilet Room. 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.

1. For new installations:

- a. Water closets shall not use more than 1.6 gallons per flush.
- b. Urinals shall not use more than 1.0 gallons per flush.
- c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

## 6.7 JANITOR CLOSETS

### A. BUILDING SHELL:

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

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

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

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

## 6.8 HEATING AND AIR CONDITIONING

### A. BUILDING SHELL:

1. Thermostats shall be set to maintain temperatures between 68°F and 72°F from 6:00 a.m. until 6:00 p.m. on Government work days during the heating season and between 74°F and 76°F from 6:00 a.m. until 6:00 p.m. on Government work days during the cooling season. These temperatures must be maintained throughout the leased premises and service areas to include POP rooms, 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°F, 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



environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

## 6.9 VENTILATION

### BUILDING SHELL:

- A. Ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. A minimum of 20 CFM of fresh air per person shall be provided in the building during periods of occupation in accordance with ASHRAE 62-1989.

## 6.10 VENTILATION: TOILET ROOMS

### BUILDING SHELL:

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

## 6.11 ELECTRICAL: GENERAL

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

## 6.12 ELECTRICAL: DISTRIBUTION

### A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3 phase, 4 wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Offeror's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.

### B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government demised area shall be installed by the Offeror in accordance with the Final Layout Drawings. All electrical outlets

shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.

2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Offeror shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Real Estate Contracting Officer. In any case, cable on the floor surface shall be minimized.

### 6.13 TELECOMMUNICATIONS AND DATA WIRING GENERAL

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

The data cables must be installed in a conduit consisting of rigid pipe, Polyvinyl Chloride (PVC), or Electrical Metallic Tubing (EMT). All connections must be permanently sealed. The carrier (conduit) should be buried a minimum of 1 meter below the surface.

### 6.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT

#### A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically stacked. Telecommunications 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 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.





each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

## 6.18 ELEVATORS

A. The Offeror shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger elevator shall be available at all times for Government use if the Government space is above the ground floor. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Offeror shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

### B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/ (ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.

### C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

### D. SPEED:

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

### E. INTERIOR FINISHES:

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

## 6.19 LIGHTING: INTERIOR AND PARKING

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

1. Deep-cell parabolic louver 2'-0" wide x 4'-0" long or 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce and maintain a uniform lighting level of 50 foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors and 10 foot-candles in other non-working areas. Lighting fixtures up to the ratio stated under the paragraph

entitled "Building Shell Requirements" shall be provided as part of the building shell. Additional lighting necessary to meet the above-stated foot-candle levels shall be provided.

2. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
3. Lighted exit signs, each with a battery pack, shall be provided throughout the building in accordance with buildings and fire codes. Battery pack emergency lights must be provided in all means of egress in accordance with National Standards.
4. The Offeror shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Offeror shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

## **7.0 SERVICES, UTILITIES, MAINTENANCE**

### **7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided by the Offeror as part of the rental consideration. The Offeror is responsible for the total maintenance and repair of the leased premises. The Offeror shall have a building superintendent or a locally designated representative available to promptly correct deficiencies. The Offeror shall provide the labor, material, and supervision to adequately maintain the structure in its entirety, including the roof, exterior of the building, interior walls and windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance of the premises. The Offeror shall properly maintain the outside areas, including plants, lawns, and lighting. The Offeror shall provide and maintain all lighting: bulbs, tubes, ballasts and starters. The Offeror shall provide and maintain all building equipment and systems in accordance with applicable technical publications, manufacturers' manuals and industry standards. Maintenance shall include regular servicing and filter replacement. The Offeror shall maintain all applicable electrical, plumbing, HVAC and utility systems in good working condition. Repairs shall be made in timely fashion-48 hours for routine maintenance and two hours for emergencies such as loss of power, heat or water. All equipment and systems shall be maintained to provide reliable energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. Maintenance work must be done in accordance with local and manufacturer codes and regulations. Inspection certificates must be displayed, as applicable.

### **7.2 NORMAL HOURS**

Services, utilities, and maintenance shall be available, five days per week, extending 6:00 a.m. to 6:00 p.m. except federal holidays.

**7.3 OVERTIME USAGE**

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

**7.4 UTILITIES**

- 1. The Offeror shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate. The Offeror shall provide all systems and infrastructure required to deliver electric, telephone, and gas service to the building, and all services required for water and sewer, whether directly or through the pertinent utility supplier. If the pertinent utility suppliers do not construct the utility systems, the Offeror in accordance with the requirements of all the pertinent utility service suppliers shall construct them. The Offeror shall provide a separate electrical and gas meter for the leased space occupied by the Government, or a means of allocating costs which is acceptable to the Government.
- 2. Upon the effective date of the lease, the Offeror shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility.
- 3. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficiency Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

**7.5 JANITORIAL SERVICES**

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

**B. SELECTION OF CLEANING PRODUCTS:**

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

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/environ/clean-prod-catalog.html>.

**C. SELECTION OF PAPER PRODUCTS:**

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

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

1. Daily. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the bathrooms and breakroom areas. Police or clear sidewalks, parking areas, and driveways of debris. Sweep loading dock areas and platforms.
2. Three Times a Week. Empty trash receptacles, ensuring a clean plastic liner is available in each trash receptacle in cubicle work areas and offices.
3. Weekly. Damp mop and spray buff all resilient floors in toilets and breakroom areas. Spray buff main corridors, entrances and lobbies. Clean glass entry doors to the Government-demised area. Sweep or vacuum stairs. Clean elevators and escalators. Disposal of smoking materials in outdoor area.
4. Every Two Weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies.
5. Monthly. Completely sweep and/or vacuum carpets.
6. Every Two Months. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. Twice a Year. Dust venetian blinds and vacuum draperies. Wash all interior and exterior windows and other glass surfaces. Strip and refinish main corridors, breakrooms and toilet areas and other heavy traffic areas. Clean any metal and marble surfaces in lobbies.
8. Annually. Strip and refinish floors in office areas, secondary lobbies and corridors. Shampoo all carpets.
9. Every Five Years. Dry clean or wash (as appropriate) all draperies.
10. As Required. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and

replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

## 7.6 LANDSCAPE MAINTENANCE

Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced. Landscape management practices shall prevent pollution by employing practices which avoid or minimize the need for fertilizers and pesticides. The Offeror shall use landscaping products with recycled content as required by the Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines for landscaping products.

## 7.7 SNOW REMOVAL

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

## 7.8 MAINTENANCE AND TESTING OF SYSTEMS

A. The Offeror is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Offeror's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance, including replacement of all HVAC filters. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the local Navy Representative or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Real Estate Contracting Officer.

## 7.9 SERVICE CALLS

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

### A. Classification of Service Calls:

1. Emergency Service Calls: The Offeror shall respond to service calls classified as emergency service calls within 60 minutes after receipt of the call, 24 hours per day, seven days per week. Once begun, the Offeror shall prosecute the work to completion. Emergency service calls consist of correcting failures in service or facilities which endanger occupants or property or break security. Examples of emergency service calls are overflowing drains, broken water pipes, electrical service



2. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.

3. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.

4. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

5. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).

C. The RECO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the RECO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. **Definitions.** For the purpose of this paragraph:

- “ASCE/SEI 31” means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
- “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
- “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
- “Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
- “RP 8” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*,” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from [HTTP://WWW.WBDG.ORG/CCB/NIST/NIST\\_GCR11\\_917\\_12.PDF](http://www.wbdg.org/ccb/NIST/NIST_GCR11_917_12.PDF)

- “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this SFO together with any required attachments.
- “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
- “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

## 8.2 CERTIFICATE OF OCCUPANCY

The Offeror shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

## 8.3 FIRE PROTECTION AND LIFE SAFETY

- 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.
- Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

## 8.4 AUTOMATIC FIRE SPRINKLER SYSTEM

- 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.
- 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.
- For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government

leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

## 8.5 FIRE ALARM SYSTEM

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 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. Provide fire alarm pull boxes at each exterior exit.

B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

C. If a building's alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

## 8.6 OSHA REQUIREMENTS

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

## 8.7 ASBESTOS

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

includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

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

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

## 8.8 INDOOR AIR QUALITY

A. The Offeror shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO – 9 ppm time-weighted average (TWA – 8 - hour sample); CO<sub>2</sub> - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

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

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

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

E. The Offeror shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and

wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Offeror within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the lease space.

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

### 8.9 RADON IN AIR

If space planned for occupancy by the Government is on the second floor above grade or lower, the Offeror shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electric ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picocuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electric ion chambers shall be completed. For further information on radon, see EPA's website on radon at <http://www.epa.gov/radon/zonemap.html>

### 8.10 HAZARDOUS MATERIALS

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

### 8.11 RECYCLING

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

### 8.12 OCCUPANT EMERGENCY PLANS

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

## **9.0 LEASE SECURITY STANDARDS**

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

### **9.1 GENERAL REQUIREMENTS**

The Government will determine security standards for facilities and agency space requirements. Security standards will be accessed 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 RECO will identify all required security standards.

### **9.2 DETERRENCE TO UNAUTHORIZED ENTRY**

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

### **9.3 ACCESS TO UTILITY AREAS**

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

### **9.4 EMERGENCY POWER TO CRITICAL SYSTEMS**

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

### **9.5 MECHANICAL AREAS AND BUILDING ROOFS**

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

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

### **9.6 ACCESS TO BUILDING INFORMATION**

The Real Estate Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

### **9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS**

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



for employees who were cleared through this process while employed by the former contractor or subcontractor. The Offeror shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

**9.11 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY**

The Offeror shall install a perimeter Intrusion Detection System (IDS), defined as a badging access system, to be operated and maintained by the Government.

**9.12 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT)**

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

**9.13 SECURE HVAC: AIRBORNE HAZARDS**

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

**9.14 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT**

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

## ROOM SCHEDULE

NO. ROOMS	APPROX. AREA EACH ROOM (SF)	APPROX. TOTAL AREA (SF)	PARTITION HEIGHT (C/H=CEILING) OR (S/S=SLAB)	INTENDED USE	WALL STC RATING	110V DUPLEX OUTLETS	NOTES / OTHER REQUIREMENTS	NO. PHONE OUTLETS
1	170	170	C/H	Break Room	STD	As Required by Code	- Painted walls (semi-gloss) - Vinyl floor	0
1	3,290	3,290	NA	Circulation	NA	As Required by Code	- 35% area for circulation - Will provide for office support area, printers, etc.	4
1	150	150	C/H	Conference Room	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Black out curtains in windows (as applicable)	2
1	280	280	C/H	Conference Room	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Black out curtains in windows (as applicable) - True floor to ceiling walls	2
2	35	70	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2
23	67	1,541	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	1
23	75	1,725	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	1
6	80	480	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2
1	120	120	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2
3	145	435	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2
1	200	200	C/H	Office	STD	As Required by Code	- RJ45 voice/data jacks - Painted walls (semi-gloss) - Carpeted floors - Door with locking capability	2

## ROOM SCHEDULE

NO. ROOMS	APPROX. AREA EACH ROOM (SF)	APPROX. TOTAL AREA (SF)	PARTITION HEIGHT (C/H=CEILING) OR (S/S=SLAB)	INTENDED USE	WALL STC RATING	110V DUPLEX OUTLETS	NOTES / OTHER REQUIREMENTS	NO. PHONE OUTLETS
1	90	90	C/H	Phone/Computer	STD	As Required by Code	<ul style="list-style-type: none"> <li>- Separate room</li> <li>- Standalone A/C system</li> <li>- True floor to ceiling walls</li> <li>- Anti-static tile floor</li> <li>- Keyed separately from office area</li> </ul>	0
2	160	320	C/H	Restrooms	STD	As Required by Code	<ul style="list-style-type: none"> <li>- Painted walls (semi-gloss)</li> <li>- Tile floor</li> </ul>	0
1	210	210	C/H	Secure Room	STD	As Required by Code	<ul style="list-style-type: none"> <li>- RJ45 voice/data jacks</li> <li>- Painted walls (semi-gloss)</li> <li>- Carpeted floors</li> <li>- Door with locking capability</li> <li>- True floor to ceiling walls</li> </ul>	0
1	65	65	C/H	Storage	STD	As Required by Code	<ul style="list-style-type: none"> <li>- Same ventilation as occupied spaces</li> </ul>	0

9,146 TOTAL SQ FT

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**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

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DATE OF LEASE

LEASE NO.

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

whose address is

and whose interest in the property hereinafter described is that of

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

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

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

to be used for

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on \_\_\_\_\_ through \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ 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 any time by giving at least \_\_\_\_\_ days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computer 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:

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:

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

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

SAMPLE

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

LESSOR

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

IN PRESENCE OF

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

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

<b>CATEGORY</b>	<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
	PERFORMANCE	10	552.270-17
11		552.270-18	Default in Delivery—Time Extensions (Variation)
12		552.270-19	Progressive Occupancy
13		552.270-21	Effect of Acceptance and Occupancy
14		552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
15		552.270-10	Failure in Performance
16		552.270-22	Default by Lessor During the Term
17		552.270-7	Fire and Casualty Damage
18		552.270-8	Compliance with Applicable Law
19		552.270-12	Alterations
20		552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

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









in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

**12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

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

**13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)**

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

**14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)**

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

**15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide

any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

**16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)**

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

**17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

**18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)**

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

**19. 552.270-12 ALTERATIONS (SEP 1999)**

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



award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) 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.
    - (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).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.









charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

- (a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;



30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

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

**32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
  - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the







is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d)
  - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
    - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
  - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

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

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall



order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

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

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

**40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

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

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and



- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

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

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
  - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
  - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
  - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
  - (2) The information will be kept confidential;
  - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
  - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

**46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

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

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

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

“HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

“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 service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

“Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

“Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“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) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.

- (b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- (d) The Offeror's subcontracting plan shall include the following:
  - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
  - (2) A statement of—
    - (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
    - (ii) Total dollars planned to be subcontracted to small business concerns;
    - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
    - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned



small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
    - (A) Whether small business concerns were solicited and, if not, why not;
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
    - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
    - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
    - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
    - (G) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact—
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through—
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
  - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.





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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

The Offeror represents that—

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

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

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

The Offeror represents that—

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

**5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)**

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

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

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

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

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

- (a) The Offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
  

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

    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
    - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

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

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(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has  has not  , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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

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

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

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

(a) *Definitions.*

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

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

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

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because: \_\_\_\_\_
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;

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Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

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

(f) *Common Parent.*

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

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

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

DUNS Number \_\_\_\_\_

**12. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)**

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

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)
	NAME _____
	STREET _____
	CITY, STATE, ZIP _____
	TELEPHONE NUMBER _____
	_____
	Signature _____ Date _____

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<b>PROPOSAL TO LEASE SPACE</b>	IN RESPONSE TO SOLICITATION NUMBER ⇒ <b>N40080LI11809</b>	Dated
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**SECTION I - DESCRIPTION OF PREMISES**

1a. BUILDING NAME AND ADDRESS		2a. FLOOR(S) OFFERED		3a. TOTAL SPACE (NET SQUARE FEET)	
		2b. TOTAL NUMBER OF FLOORS IN BUILDING		General Purpose (s/f)	
				Warehouse (s/f)	
				Other (s/f)	
				3b. COMMON AREA FACTOR	
1b. BUILDING ADDRESS		4. AMOUNT OF NET SQUARE FEET OFFERED:		5. BUILDING AGE	
1c. CITY	1d. STATE	6. LIVE FLOOR LOAD		7. TYPE CONSTRUCTION	
		<i>lbs/sq. ft.</i>			
1e. 9-DIGIT ZIP CODE	1f. CONGRESSIONAL DISTRICT	8. TYPE OF SPACE OFFERED		9. TOTAL ANNUAL RENT:	
				Year 1: _____	
				Year 2: _____	
				Year 3: _____	
				Year 4: _____	
				Year 5: _____	

**SECTION II - SPACE OFFERED AND RATES**

**10. 1 YEAR FIRM TERM WITH 4 ONE-YEAR RENEWAL OPTIONS:**

TERM	BASE RENT	TAXES	TENANT IMPROVEMENTS	OPERATING EXPENSES			TOTAL RENTAL RATE
	Net Square Foot Rate Per Year (a) *	Net Square Foot Rate Per Year (b)	Net Square Foot Rate Per Year (c)	Net Square Foot Rate Per Year			PER NET SF 1 YEAR FIRM TERM, 4 ONE-YEAR RENEWAL OPTIONS (a + b+c +d+e+f)
				MAINTENANCE ** (d)	JANITORIAL (e)	UTILITIES *** (f)	
YEAR 1							
YEAR 2							
YEAR 3							
YEAR 4							
YEAR 5							

\* Base Rent to include insurance, common area maintenance, and parking.  
 \*\* Includes interior and exterior maintenance and HVAC.  
 \*\*\* Electric, gas, oil, water, and sewer

11. Offeror's estimated total build-out cost to prepare the space for Government occupancy \$ \_\_\_\_\_ and estimated amortization rate for build-out \_\_\_\_\_% (include in Tenant Improvements above).

12. Number of parking spaces for the entire building, which are under the control of the Offeror.	13. Number of parking spaces to be furnished for use by Government in the lease. Indicate whether the spaces will be reserved for the Government or shared by other tenants
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**SECTION III - LEASE TERMS**

14. OFFER GOOD UNTIL AWARD (in accordance with Federal Acquisition Regulations 15.208)	15. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Solicitation for Offers and any additional attachments and delivered within _____ calendar days of award. If space is to be delivered by a specific date, provide date.
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<b>16. INITIAL LEASE</b>	<b>17. RENEWAL OPTIONS</b>
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a. NO. OF YEARS <b>1 year with 4 one-year renewal options.</b>	b. YEARS FIRM <b>1 year</b>	a. YEARS EACH <b>1 year</b>	b. NO. OF OPTIONS <b>4 one-year renewal options</b>	c. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION <b>30 days</b>
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18. NUMBER OF DAYS NOTICE FOR GOVERNMENT TO TERMINATE LEASE <b>30 days</b>	
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19. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See solicitation requirements)
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20. ALTERNATES - ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER.
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## SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

21. RECORDED OWNER(s)  NAME  STREET  CITY, ST ZIP		22. OWNER OPERATES AS A(N)  INDIVIDUAL          PARTNERSHIP          CORPORATION <span style="float: right;"><i>(Specify):</i></span>	
23. By submitting this offer, The Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the term and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.			
24. OFFEROR'S INTEREST IN PROPERTY	OWNER  (   )	AGENT  (   )	OTHER (Specify):
25. OFFEROR			
a. NAME  TITLE  STREET  CITY, ST ZIP		b. E-MAIL ADDRESS   c. TELEPHONE NUMBERS <i>(include area code)</i>	
d. SIGNATURE(s)		e. DATE SIGNED	

## SOLICITATION PROVISIONS (Acquisition of Leasehold Interests in Real Property)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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

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

(2) Late proposals and revisions.

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

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

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

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

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

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

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

(F) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Lease award.

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

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

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

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

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

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

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

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

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

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

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

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

3. 552.270-3 - PARTIES TO EXECUTE LEASE (JUN 2011)

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

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

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

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

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

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

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

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

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

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

#### 6. FLOOD PLAINS (JUN 2012)

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

# PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

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

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

## PART A

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

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

**VI. Exit Signs and Emergency Lighting**

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

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

**VII. Elevators**

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

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

**VIII. Additional Information**

**OFFEROR'S STATEMENT**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

## PART B

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

### NOTES:

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

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

#### 1. General Information.

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

#### 2. Occupancy Classifications.

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

#### 3. Building Construction.

- a. Identify the building construction type.

#### 4. Vertical Openings.

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

## 5. Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.
- b. For each exit stair, describe:
  - i. The clear width of each stair tread and location of measurement.
  - ii. The egress capacity of each exit stair.
  - iii. The location of where each exit stair discharges.
  - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
  - v. Any penetrations into and openings through each exit stair enclosure assembly.
  - vi. Any headroom obstruction within each exit stair enclosure.
  - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
  - viii. The exit stair remoteness arrangement.
  - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
- c. Identify and describe all exit doors that do not swing in the direction of exit travel.
- d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
- e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
- f. Identify by location and describe any concern regarding the exit signage within the building.
- g. Describe the building's emergency lighting system.
- h. Identify and describe if emergency power is provided within the building.
- i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

## 6. Automatic Fire Suppression Systems

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

## 7.Fire Alarm System

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

## 8.Elevators

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

**STATEMENT OF FIRE PROTECTION ENGINEER**

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below. I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria. (If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

License Number: \_\_\_\_\_ Number: \_\_\_\_\_

Stamp Here:

**OFFEROR'S STATEMENT OF CORRECTION**

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

PRE-LEASE BUILDING SECURITY PLAN

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

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

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

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

# PRE-LEASE BUILDING SECURITY PLAN

## GENERAL INFORMATION

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

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

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

Identify the proposed floors offered to the Government to occupy

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

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

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

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

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

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

Identify and describe if emergency power is provided within the building.

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

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

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

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

- Identify and describe window-glazing system, including,
  - Typical size
  - Thickness of panes
  - Type of frame
  - Type of anchorage
  - Number of windows
  - Type of glass
  - Type of configuration (single-pane, insulated, laminated, etc.)
  - Security film thickness (if installed)
  - Date film was installed

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

## PRE-LEASE BUILDING SECURITY PLAN

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

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

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

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

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

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Phone #:(\_\_\_\_) \_\_\_\_\_

License Number: \_\_\_\_\_

Stamp Here:

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

**CERTIFICATE OF SEISMIC COMPLIANCE  
FOR EXISTING BUILDING**

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

Preparer certifies that building located at \_\_\_\_\_

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

ASCE Building Type:

No. of Stories:

Approx. Area:

Building Design Code:

Year of Design Code:

Year of Construction:

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

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

Professional Engineer’s Name:

Firm:

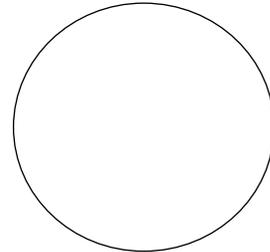
Address:

Telephone:

License No.:

State:

Expiration Date:



**Comments:** \_\_\_\_\_