

<b>U.S. GOVERNMENT LEASE FOR REAL PROPERTY</b> <b>(Short Form)</b>	1. LEASE NUMBER GS-09B-02394			
<b>PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)</b>				
<b>A. REQUIREMENTS</b>				
<p><b>2. The Government of the United States of America is seeking to lease approximately 4,700 rentable square feet of office space located in Los Angeles, CA for occupancy not later than October 2010 for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 4,000 to a maximum of 4,145 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment. Area of consideration is in West Los Angeles, roughly bounded on the North by 1st Street; on the West by Grand Avenue; on the South by 7th Street; and, on the East by the 110 Freeway. Normal hours of operation are 9:00 AM to 6:00 PM. Custodial service will be provided between the hours of 9:00 AM and 4:00 PM (Monday through Friday) with vacuuming performed either before or after office is open to the public.</b></p>				
<p><b>3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS October 7, 2009.</b></p>				
<b>B. STANDARD CONDITIONS AND REQUIREMENTS</b>				
<p><b>4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):</b></p> <ul style="list-style-type: none"> <li>a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.</li> <li>b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.</li> <li>c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, <i>Life Safety Code</i> or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.</li> <li>d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).</li> <li>e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.</li> <li>f. Services, utilities, and maintenance will be provided daily, extending from 8:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.</li> <li>g. The Lessor shall complete any necessary alterations within 120 days after receipt of approved layout drawings.</li> <li>h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to lease award and <u>throughout the life of the lease</u>. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.</li> </ul>				
<b>5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)</b>				
<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	(Specify below)  <u>Pest Control as appropriate; security system; landscape maintenance</u>
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>twice a year</u>	Space <u>as required</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>as required</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>every two years</u>		
<p><b>6. OTHER REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>a. Offerors should also include with their offers the estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.</li> <li>b. Beneficial occupancy will establish the effective date of the lease.</li> <li>c. Offers must remain open until Award.</li> <li>d. <b>TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)</b></li> </ul>				

- 1) The Tenant Improvement Allowance per ANSI/BOMA Office Area square foot is \$46.29 or \$185,160.00 (based on 4,000 USF). (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- 2) The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.

e. BROKER COMMISSION AND COMMISSION CREDIT (AUGUST 2005)

- 1) For the purposes of this Solicitation, Jones Lang LaSalle Americas Inc. is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects that its broker will be paid a fair market commission on any specific transaction on the same basis as any local business brokerage custom and practice. The Broker will pursue any commission in connection with this lease transaction that it normally would be entitled to pursuant to local business practices, based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that any commission to be paid to the Broker shall be paid not later than the Lease Commencement date. As part of the offer, the Offeror shall disclose the commission to be paid to both the Offeror's agent and the Government's agent. (Note that acquisition was received by Legacy Staubach and NBC terms apply.)
- 2) For the benefit of the Government, the Broker has agreed to forego [REDACTED] of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- 3) For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent. The amount of any commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
- 4) COMMISSIONS

Tenant Representative Commission:	Owner's Representative Commission:	Schedule of Commission Payments:
[REDACTED] %	[REDACTED] %	% at Lease Award <u>50%</u>
		% at Lease Occupancy <u>50%</u>

f. TAX ADJUSTMENT (CALIFORNIA DEVIATION 10/98)

- 1) For the purpose of this Tax Adjustment clause:
  - a) The term "Base Year" shall mean the first Tax Year for which a Full Assessment of the completed project is in effect for the entire Tax Year.
  - b) The term "Base Year Taxes" means the Real Estate Taxes paid for the Base Year. If an Improvement (other than an Improvement which results in a change of Base Year) or a Change in Ownership occurring during the Base Year is not fully reflected in Real Estate Taxes for the entire Base Year, Base Year Taxes shall be adjusted as follows: Base Year Taxes shall be increased by the amount of additional Real Estate Taxes which would have been paid for the Base Year if the Improvement or Change in Ownership had been fully reflected in the Real Estate Taxes for the entire Base Year.
  - c) The term "Change in Ownership" has the same definition as in California Revenue and Taxation Code, Part 0.5, Chapter 2, as amended or replaced from time to time.
  - d) The term "Current Year Taxes" means Real Estate Taxes paid for each Tax Year following the Base Year, excluding increases in Real Estate Taxes (whether the increases result from increased rate and/or valuation) attributable to any Improvement or Change in Ownership which occurs or is completed after the Base Year.
  - e) The term "Full Assessment" means that the taxing jurisdiction has considered all contemplated Improvements to the assessed property in the valuation of the same. Partial assessments for New Construction will not be used for establishing the Base Year.
  - f) The term "Improvement" means any addition, alteration or improvement to real property, excluding however construction which (i) is performed by or at the request of the Government, (ii) is for the sole benefit of the Government, and (iii) is not required to make the property ready for occupancy by the Government in accordance with the terms of the lease or otherwise required by the lease.
  - g) The term "New Construction" has the same definition as in California Revenue and Taxation Code Section 70, as amended or replaced from time to time, which includes, without limitation, major rehabilitation and change in use.
  - h) The term "Real Estate Taxes" means only ad valorem taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. "Real Estate Taxes" shall not include, without limitation, penalties for nonpayment or delay in payment, special assessments, business improvement district assessments, or any other present or future taxes or Governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.
  - i) The term "Tax Year" means the fiscal year used by the state of California for real estate taxes: July 1 through June 30.
- 2) The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for Real Estate Taxes thereon, as well as all notices of a tax refund, deduction or credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-75) of the tax adjustment including the calculation thereof, for each Tax Year. Lessor warrants the accuracy and completeness of any invoices submitted. Notices which may affect valuation and notices of a tax refund, deduction or credit are due within ten (10) business days of receipt. All other documentation shall be submitted by June 15 of each Tax Year. Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.

- 3) The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in Current Year Taxes during the lease term over Base Year Taxes, or receive a rental credit or lump sum payment for its share of any decreases in Current Year Taxes during the lease term below the Base Year Taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph B.
  - a) In the event of an increase in Current Year Taxes over Base Year Taxes, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with all tax bills and evidence of payment to the Contracting Officer. The Government shall be responsible for payment of any tax increase over the Base Year Taxes only if the proper invoice and evidence of payment is submitted by the Lessor on or before June 15 of the current year. The due date for making payment shall be the thirtieth (30th) calendar day after receipt of evidence of payment and all other required documentation by the Contracting Officer or the end of the Tax Year, whichever is later. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer.
  - b) In the event of a decrease in Current Year Taxes from Base Year Taxes, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (b) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in Real Estate Taxes, regardless of whether the Government has made a tax adjustment payment for that Tax Year. The Government's share of the credit will be determined in accordance with paragraph (d) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in Real Estate Taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a Tax Year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. Lessor shall remit to the Government any lump sum payment resulting from a tax refund within fifteen (15) calendar days after payment by the taxing authority to Lessor or Lessor's designee. Lessor shall remit any other lump sum payment to Government by June 15 of the Tax Year during which the lease year terminates. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- 4) The Government shall pay its share of tax increases or receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex ("percentage of occupancy"). This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. If the lease terminates before the end of a Tax Year, payment for the tax increase due as a result of this Tax Adjustment clause for the Tax Year will be prorated based on the number of days the Government occupied the space.
- 5) The Government may direct the Lessor upon reasonable notice to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Lessor shall be entitled to deduct the reasonable costs of the appeal from any resulting savings before allocation of the savings in accordance with paragraph (d) of this clause.

g. OPERATING COSTS (AUG 2008)

- 1) The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet
- 2) Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- 3) The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
- 4) In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- 5) The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this solicitation.

h. JANITORIAL SERVICES (SEP 2000)

- 1) The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.
- 2) **SELECTION OF CLEANING PRODUCTS:**  
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
  - a) use products that are packaged ecologically;
  - b) use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
  - c) minimize the use of harsh chemicals and the release of irritating fumes.
- d) Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.
- 3) **SELECTION OF PAPER PRODUCTS:**  
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.
- 4) The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of

results, not the frequency or method of performance.

- a) *Daily*. Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
  - b) *Three Times a Week*. Sweep or vacuum stairs.
  - c) *Weekly*. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
  - d) *Every Two Weeks*. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
  - e) *Monthly*. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
  - f) *Every Two Months*. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
  - g) *Three Times a Year*. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
  - h) *Twice a Year*. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
  - i) *Annually*. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
  - j) *Every Two Years*. Shampoo carpets in all offices and other non-public areas.
  - k) *Every Five Years*. Dry clean or wash (as appropriate) all draperies.
  - l) *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.
- i. **DOORS: HARDWARE (NOV 2005)** Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding door stops (wall or floor mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with [REDACTED]. All locks shall be [REDACTED]. The Government shall be furnished with at least [REDACTED] for each lock. Any exterior entrance shall have a [REDACTED] with appropriate key control procedures as determined by government specifications. [REDACTED] and [REDACTED] shall be secured against unauthorized removal by using [REDACTED] or [REDACTED]. The exterior side of the door shall have a [REDACTED] or [REDACTED] to prevent jimmying of the latch hardware. Doors used for egress only should not have any operable exterior hardware. All security locking arrangements on doors used for egress shall comply with requirements of NFPA 101.
- j. **LIGHTING: PARKING AREAS (NOV 2005)**
- 1) 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. If necessary, additional lighting may be requested to accommodate [REDACTED] (i.e., [REDACTED]).
  - 2) Exterior building lighting shall possess emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
- k. **PAINTING (DEC 2007)**
- 1) **BUILDING SHELL:**
    - a) The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
    - b) Public areas shall be painted at least every 3 years.
    - c) If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within shell rent. Cyclical repainting of demised tenant spaces shall occur every five (5) years of occupancy.
  - 2) **TENANT IMPROVEMENT INFORMATION:**
    - a) Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
    - b) The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
      - i. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
      - ii. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
      - iii. Architectural paints, coatings, and primers applied to interior walls and ceilings:
        - (a) Flats: 50 grams per litre (g/L).
        - (b) Non-flats: 150 g/L.
      - iv. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
      - v. Clear wood finishes:
        - (a) Varnish: 350 g/L.
        - (b) Lacquer: 550 g/L.
      - vi. Floor coatings: 100 g/L
      - vii. Sealers:

- (a) Waterproofing sealers: 250 g/L.
    - (b) Sanding sealers: 275 g/L.
    - (c) All other sealers: 200 g/L.
  - viii. Shellacs:
    - (a) Clear: 730 g/L.
    - (b) Pigmented: 550 g/L.
  - ix. Stains: 250 g/L.
  - x. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.
  - c) Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
- I. FLOOR COVERING AND PERIMETERS (AUG 2008)
- 1) BUILDING SHELL:
- a) Exposed interior floors in primary entrances and lobbies shall be marble, granite or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo or durable vinyl composite tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
  - b) Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
  - c) Any alternate flooring must be pre-approved by the Contracting Officer.
  - d) In addition to the building shell flooring discussed above, the Government-demised areas which are designated by GSA for cyclic carpet replacement shall be recarpeted every five (5) years with a product meeting this solicitation's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.
- 2) TENANT IMPROVEMENT INFORMATION:
- a) Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.
  - b) The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
  - c) If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
  - d) Any alternate flooring shall be pre-approved by the Contracting Officer.
- 3) INSTALLATION:
- Floor covering shall be installed in accordance with manufacturing instructions to lie smoothly and evenly.
- 4) FLOORING - REPAIR OR REPLACEMENT:
- a) Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:
    - i. backing or underlayment is exposed;
    - ii. there are noticeable variations in surface color or texture;
    - iii. it has curls, upturned edges, or other noticeable variations in texture;
    - iv. tiles are loose, or
    - v. tears and/or tripping hazards are present.
  - b) Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.
- m. CARPET TILE (AUG 2008) Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:
- 1) *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw, and Honeywell (formerly BASF)].
  - 2) *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, [www.epa.gov/eppp](http://www.epa.gov/eppp).
  - 3) *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
  - 4) *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd<sup>2</sup> for level cut/uncut construction.
  - 5) *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
  - 6) *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
  - 7) *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
  - 8) *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
  - 9) *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
  - 10) *Flammability.* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
  - 11) *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
  - 12) *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.
- n. OSHA REQUIREMENTS (SEP 2000) The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.
- o. INDOOR AIR QUALITY (SEP 2000)
- 1) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (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).
  - 2) The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

- 3) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
  - 4) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
  - 5) The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- p. **WAIVER OF RESTORATION.** The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor included initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.
- q. **OCCUPANT EMERGENCY PLANS (NOV 2005)** The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.
- r. **LEASE SECURITY STANDARDS (NOV 2005)**
- 1). **Overview of Lease Security Standards:**
    - a) The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at [www.oqa.gsa.gov](http://www.oqa.gsa.gov).
    - b) The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
    - c) Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
    - d) A security level designation may be determined by the individual space requirement or by the assessed cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both of more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
    - e) Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level 1 space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.
  - 2) **Deterrence to Unauthorized Entry:** The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that [REDACTED] and lighting are not obstructed.
  - 3) **Prevent Unauthorized Access to Utility Areas:** Utility areas shall be secure, and only authorized personnel shall have access.
  - 4) **Provide Emergency Power to Critical Systems (Alarm Systems, Radio Communications, Computer Facilities, etc.):** All [REDACTED], fire detection systems, entry control devices, lighting, etc., and special security requirements requiring power, as identified elsewhere in the Solicitation for Offers (SFO), must have emergency power sources.
  - 5) **Prevent Public Access to Mechanical and Building Roofs:** [REDACTED], or similar security measures shall strictly control access to mechanical areas. Additional controls for access to [REDACTED] and [REDACTED] shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas. Roofs with HVAC systems shall also be secured. [REDACTED] or other [REDACTED] may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through [REDACTED], or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
  - 6) **Restrict Access to Building Information:** Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.
  - 7) **Posting of Government Rules and Regulations:** The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.
  - 8) **Development, Implementation and Periodic Review of Occupant Emergency Plans:** Building owners and managers shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and, if necessary, a supplemental Sheltering-In Place (SIP) Plan. Periodically, the Government may request that the building owners and managers assist in reviewing and revising the OEP and SIP plan(s).
  - 9) **Building Security Plan:** The Offeror shall provide a pre-lease building security plan with its offer that addresses compliance with the lease security standards described in this SFO and its attachments.
  - 10) **Identity Verification of Personnel (MAY 2007):**
    - a) The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS

PUB) Number 201, as amended.

- b) The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- c) Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
  - i. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
  - ii. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
- d) The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
- e) Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

s. SEISMIC SAFETY FOR EXISTING CONSTRUCTION

- 1) Definitions, for the purpose of this paragraph:
  - a) "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
  - b) "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
  - c) "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>
  - d) "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
  - e) "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment B, together with any required attachments.
  - f) "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.
  - g) "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
  - h) "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
- 2) Offers to lease space totaling 10,000 Rentable Square Feet or less are exempt from the Seismic Standards unless the space is in a building with an Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame structural system. If the offer is exempt from the Seismic Standards, the Offeror shall include in its offer a statement that the building type of the offered building is not Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame or Precast Concrete Frame. Offers qualifying under this exemption will be evaluated on an equal basis with offers that meet the Seismic Standards.
- 3) The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make the award to the Offeror whose building meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.
- 4) In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.
  - a) The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
    - i. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
    - ii. The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
  - b) If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.

**7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**



8. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
  - ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - ☐ APPROXIMATELY EQUAL TO PRICE
  - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - ☐ (Listed in descending order, unless stated otherwise):  
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