A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 1,679 rentable square feet of office space located in Aberdeen, WA for occupancy not later than September 14, 2010 (date) for a term of Ten (10) years / Five (5) years firm. Rentable space must yield a minimum of 1,460 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS March 5, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
   a. Space offered must be in a quality building of sound and substantial construction meeting the Government’s requirements for the intended use.
   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.
   c. Offered space shall meet or be upgraded to meet the applicable egress requirements in 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 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 6th 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.
   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).
   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.
   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.
   g. The Lessor shall complete any necessary alterations within Forty-five (45) calendar days after receipt of approved layout drawings.
   h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at http://www.ccr.gov) prior to lease award and throughout the life of the lease. 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.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- HEAT
- ELECTRICITY
- POWER (Special Equip.)
- TRASH REMOVAL
- CHILLED DRINKING WATER
- AIR CONDITIONING
- CARPET CLEANING
- TOILET SUPPLIES
- WINDOW WASHING
- JANITORIAL SERV. & SUPP.
- ELEVATOR SERVICE
- TOILET SUPPLIES
- CARPET CLEANING
- WINDOW WASHING
- JANITORIAL SERV. & SUPP.
- ELEVATOR SERVICE
- TOILET SUPPLIES
- CARPET CLEANING
- WINDOW WASHING
- JANITORIAL SERV. & SUPP.

6. OTHER REQUIREMENTS - Offerors should also include the following 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.
   - Attachment Sheet Number 1 (Pages 1 – 16)
   - Special Requirements and/or remarks 9 pages
   - Door and Hardware Requirements: 16 pages
   - Attachment B Certificate of Seismic Compliance (See paragraph 2.3 Seismic Safety, page 10 Additional Requirements): 1 page
   - GSA Form 1217 - Lessor’s annual cost statement: 1 page
   - GSA Form 12000 Fire Protection and Life Safety: 4 pages
   - GSA Form 1517C General Clauses: 21 pages
   - GSA Form 3518A Representations and Certification: 4 pages
   - Rate Structure Worksheet: 1 page
   - Broker Commission Agreement: 2 pages

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. GSA reserves the right to award based on initial offers.

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 USEABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

<table>
<thead>
<tr>
<th>1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)</th>
<th>2. LOCATION(S) IN BUILDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>415 West Wishkah Street Building</td>
<td>a. FLOOR(S) 2nd</td>
</tr>
<tr>
<td>415 West Wishkah Street</td>
<td>b. ROOM NUMBER(S) Suite D</td>
</tr>
<tr>
<td>Aberdeen, WA 98520</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. SQ. FT. RENTABLE 1,679</td>
</tr>
<tr>
<td></td>
<td>ABOA 1,460</td>
</tr>
<tr>
<td></td>
<td>d. TYPE</td>
</tr>
<tr>
<td></td>
<td>✗ GENERAL OFFICE</td>
</tr>
<tr>
<td></td>
<td>✓ WAREHOUSE</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. TERM

3. To have and to hold, for the term commencing on July 1, 2011 and continuing through June 30, 2021 inclusive. The Government may terminate this lease in whole or in part at any time on or after June 30, 2016, by giving at least Ninety (90) calendar days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT $55,806.95

6. RATE PER MONTH $4,650.58

8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address)

   Grenville Properties/Stat & LC
   341 West Wishkah
   Aberdeen, WA 98520

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

   ✗ OWNER
   ☐ AUTHORIZED AGENT
   ☐ OTHER (Specify)

   Frank Franciscovich, 341 West Wishkah St., Aberdeen, WA 98520

12. DATE 12/16/2010

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) This GSA Form 3626. (b) GSA Form 3510A: Representations and Certifications. (c) GSA Form 3517C: General Clause. (d) Attachment Sheet Number 1 (Pages 1 - 16). (e) Attachment B: Certificate of Seismic Compliance. (f) Special Requirements. and (g) the following changes or additions made or agreed to by you:

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

   ☐ NAME OF CONTRACTING OFFICER: TERRI HEINLEIN
   ☐ DATE 12/17/10

GENERAL SERVICES ADMINISTRATION
Page 3 of 2

GSA FORM 3626 (REV. 4/2009)
Prescribed by APO 2800.12A
ADDITIONAL REQUIREMENTS

1. Rental Rate - Pursuant to Part II, Section C, Blocks 5 and 6 of the GSA Form 3626, Amount of Annual Rent and Rate per Month, the amounts payable on 1,679 ANSI/BOMA Rentable Area is as follows:

<table>
<thead>
<tr>
<th>Rent Period</th>
<th>Shell Rent</th>
<th>Operating Rent</th>
<th>TI Amortization</th>
<th>Annual Rent</th>
<th>Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/11 - 06/30/16</td>
<td>$35,191.84</td>
<td>$7,908.09</td>
<td>$12,707.02</td>
<td>$55,806.95</td>
<td>$4,650.58</td>
</tr>
<tr>
<td>07/01/16 - 06/30/21</td>
<td>$35,191.84</td>
<td>$7,908.09</td>
<td>$0.00</td>
<td>$43,099.93</td>
<td>$3,591.66</td>
</tr>
</tbody>
</table>

1Rent for the period of 07/01/11 through 08/31/11 is adjusted pursuant to Section 2 below.
2Operating Rent broken out for purposes of calculating Shell Rent for application of Commission Credit in Section 2 below. This is a Gross Lease with no adjustments to Operating Costs or Real Estate Taxes.

2. Adjusted Monthly Rent Payments (Application of Commission Credit) - The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per the section of the Attachment to RFLP entitled Broker Commission and Commission Credit. The monthly shell rent is $2,932.65 and the full commission is calculated as follows:

\[
\text{GSA Commission Credit:} \quad \text{Studley/LaBonde Commission:} \quad \text{Adjusted Monthly Rent Payment:}
\]

The monthly rent adjusted for the GSA commission credit of $4,339.52 is as follows:

<table>
<thead>
<tr>
<th>Scheduled Rent Period</th>
<th>Scheduled Monthly Rent</th>
<th>Monthly Shell Rent</th>
<th>Commission Credit</th>
<th>Commission Credit Remaining</th>
<th>Adjusted Monthly Rent Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/11 - 07/31/11</td>
<td>$4,650.58</td>
<td>$2,932.65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08/01/11 - 08/31/11</td>
<td>$4,650.58</td>
<td>$2,932.65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>09/01/11 - 09/30/11</td>
<td>$4,650.58</td>
<td>$2,932.65</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Lease LWA07246 provides for no cost escalations or tax pass-throughs. Operating cost escalations, real estate tax escalations, parking rates, janitorial services and supplies are inherent within the lease.

4. GSA shall be provided parking spaces per building parking ratio of 1/700, which equals two (2) spaces, at no additional cost to the Government.

5. All costs for tenant improvements shall be amortized into the lease rate over the five (5) year firm term.
The Tenant Improvement Allowance is $35.77 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

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.

Total Tenant Improvement costs $63,535.10

Tenant Improvement Amortization Rate 8.00%

Tenant Improvement rate per usable square foot per annum $8.70

6. Lessor amount of Tenant Improvement Concession is $0.00 per usable square foot (USF) and shall be part of the base rental rate.

7. Beneficial Occupancy will establish the effective date of the lease.

8. Space will be completed in accordance with the attached Special Requirements, 9 pages.
ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (SEP 1999)

a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate will be reduced.

b) The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

c) Rental rate shall be reduced by $2.00 per rentable square foot (RSF), per annum.

FIRE AND CASUALTY DAMAGE (JUNE 2008)

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 after such determination. 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 the 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.

TENANT IMPROVEMENTS RENTAL ADJUSTMENT

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the lease.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvements Allowance. The Government may use all or part of the Tenant Improvements Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements Allowance, the payment of the Tenant Improvements Allowance by the Government will result in a decrease in the rent.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant

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GOVERNMENT
Improvements requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

5. Adjustments for tenant improvements shall be memorialized to the lease by supplemental lease agreement.

**TENANT IMPROVEMENTS PRICING REQUIREMENTS (AUG 2008)**

A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.

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

1. The Lessor shall submit to the Government a proposal including overhead, profit, and architectural-engineering fees as agreed upon in the Lease, as well as permits and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).

2. The Tenant Improvements scope of work includes the lease, lease attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.

3. No building shell items shall be included in the pricing for the Tenant Improvements.

4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvement Cost Summary table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.

5. A minimum of two qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of two qualified subcontractors from each trade of the attached 21 Division Tenant Improvement Cost Summary table shall be invited to participate in the competitive proposal process.

**INTIALS**
6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.

7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.

8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the “Construction Schedule of Tenant Improvements” paragraph in this section.

9. Once the Government determines that there is adequate competition, and upon the Government’s acceptance of the Lessor’s cost proposal based upon that competition (provided the Lessor selects the competition’s lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the “Construction Schedule and Acceptance of Tenant Improvements” paragraph in this section.

BUILDING SHELL REQUIREMENTS (AUG 2008)

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

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

2. Accessibility Requirements. Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. Ceilings. A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required.
4. **Doors.** Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements.

5. **Partitions.** Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required.

6. **Flooring.** All building common areas shall have finished floors acceptable to the Contracting Officer.

7. **Plumbing.** The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, if any, shall be included in the shell rent.

8. **HVAC.** Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. **Electrical.** Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.

10. **Lighting.** Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet.

11. **Safety and Environmental Management.** Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

12. **Telephone Rooms.** Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. **Demolition.** The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.

14. Unless an item is specifically listed as a Tenant Improvement, it shall be considered a shell item.

INITIALS

LESSOR & GOVERNMENT
BROKER COMMISSION AND COMMISSION CREDIT

A. For the purposes of this RFLP, LaBonde Land, Inc. (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement Date. If the Lease includes a Construction Schedule of Tenant Improvements and a methodology for adjusting the Lease Commencement Date for causes such as delays or phased occupancy, then the Lease Commencement Date for purposes of commission payment shall be determined by the Schedule, unless such date is superseded in a Supplemental Lease Agreement (GSA form 276). If the Lease does not include such Construction Schedule, the Date shall be as documented in a Supplemental Lease Agreement. As part of the offer, the offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

B. For the benefit of the Government, the Broker has agreed to forego ___ percent 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.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the “Price Evaluation” paragraph below. 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.

PRICE EVALUATION (PRESENT VALUE)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total “gross” annual price per rentable square foot and a breakout of the “base” price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The “gross” price shall include the “base” price.

B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required
ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.

D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year’s gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year’s term, in which case the Commission Credit will be allocated proportionately against the appropriate year’s gross rent.

4. Also as stated in the “Broker Commission and Commission Credit” paragraph, the amount of any commission paid to GSA’s Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at - to yield a gross present value cost (PVC) per square foot.

6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at - to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

   a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

   b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

**GSA Form 1217, Lessor's Annual Cost Statement**

Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between Lessor and the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or $) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or $).

**JANITORIAL REQUIREMENTS**

A. Cleaning shall be performed during tenant working hours and coordinated with tenant for access.

B. **SELECTION OF CLEANING PRODUCTS:**
   The Lessor shall make careful selection of janitorial cleaning products and equipment to:
   
   1. use products that are packaged ecologically;
   2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
   3. minimize the use of harsh chemicals and the release of irritating fumes.

C. **SELECTION OF PAPER PRODUCTS:**
   The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended, or as otherwise specified by the Agency. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance. Specific time shall be agreed upon between Agency and Lessor's janitorial contractor.
   
   1. **Daily.** Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or
about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. **Three Times a Week.** Sweep or vacuum stairs.

3. **Weekly.** Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).


5. **Monthly.** Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

6. **Every Two Months.** Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

7. **Three Times a Year.** Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. **Twice a Year.** Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

9. **Annually.** Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

10. **Every Two Years.** Shampoo carpets in all offices and other non-public areas.

11. **Every Five Years.** Dry clean or wash (as appropriate) all draperies.

12. **As Required.** Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

**SEISMIC SAFETY FOR NEW CONSTRUCTION**
SEISMIC SAFETY FOR NEW CONSTRUCTION

A. For the purpose of this Section:

1. “Engineer” means a professional engineer licensed in the state where the property is located.


3. “Seismic Certificate” means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment “A”, together with any required attachments.

B. The design and construction of new buildings or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC).

C. At the time of “Substantial Completion” the Lessor shall provide a written certificate (Attachment “A”) from an Engineer that the building design and construction conforms to the seismic provisions of the latest edition of the International Building Code (IBC).

D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available for review by the Government to ensure compliance with the International Building Code (IBC).

ATTACHMENT A

CERTIFICATE OF SEISMIC COMPLIANCE

NEW BUILDING

Date: __________

This is to affirm that ____________________________ served as the engineer in charge of the structural design of the building located at _____________________________. The criteria for design were the ______ edition of the ____________________ code. In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for

INITIALS ___________________ & ________________

LESSOR GOVERNMENT
testing and inspection of critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is our opinion that the building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

<table>
<thead>
<tr>
<th>Building Type: Bldg.</th>
<th>Height: Approx.</th>
<th>Area:</th>
</tr>
</thead>
</table>

Building Design Code: __________
Year of Design Code: __________
Year of Construction: __________

**Affix stamp and sign here**

Engineer’s Name:
Firm:
Address:
Telephone:
License No.:
State:
Expiration Date:

Comments:

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