

INTRODUCED: September 11, 2017

AN ORDINANCE No. 2017- 167

To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a General Services Administration Public Buildings Service Lease Amendment between the City of Richmond and the Government of the United States of America for the purpose of decreasing the number of parking spaces leased to the federal government from 42 to 21 at a City-owned parking facility located at 500 East Marshall Street from Oct. 1, 2017, through Sept. 30, 2018.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 25 2017 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a General Services Administration Public Buildings Service Lease Amendment between the City of Richmond and the Government of the United States of America for the purpose of decreasing the number of parking spaces leased to the federal government from 42 to 21 at a City-owned parking facility located at 500 East Marshall Street from October 1, 2017, through September 30, 2018. Such General Services Administration Public Buildings Service Lease Amendment shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 25 2017 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-6930

AUG 21 2017

Office of the
Chief Administrative Officer

DATE: August 18, 2017

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora G. Reid, DCAO of Finance and Administration

THROUGH: John Wack, Director of Finance

THROUGH: Jay Brown, Director, Budget & Strategic Planning

FROM: Bobby Vincent, Director of Public Works

SUBJECT: AUTHORITY TO AMEND A PARKING LEASE AGREEMENT WITH
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

RECEIVED

SEP 07 2017

OFFICE OF CITY ATTORNEY

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer (CAO) to amend a parking lease agreement with the Government of the United States of America within a City-owned parking facility located at 500 E. Marshall Street from October 1, 2013 through September 30, 2018 from 25 to 21 parking spaces.

REASON: To enable the CAO to amend a parking lease agreement with Government of the United States of America.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The City of Richmond acquired the Broad Street Community Development Authority's (CDA) five parking facilities in November 2010 which consisted of two surface lots (401 E. Broad and 609 E. Grace) and three parking garages (500 E. Marshall, 607 E. Marshall and 612 E. Franklin). The Government of the United States of America has leased parking spaces at the 500 E. Marshall Street for several years and would like to continue their parking lease.

City Council adopted ordinance 2013-177-163 on September 23, 2013 for the purpose of leasing to the federal government parking spaces at a City-owned parking facility located at 500 E.

Marshall Street. The federal government is requesting a reduction in parking spaces from 25 to 21 spaces from October 1, 2017 to September 30, 2018.

FISCAL IMPACT TO CITY/COST: This ordinance will have no fiscal impact on the City.

FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: None

REVENUE TO THE CITY: N/A -Revenue included in FY'18 Budget

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: September 11, 2017

CITY COUNCIL PUBLIC HEARING: September 25, 2017

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development-
(September 21, 2017)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES: Ordinance 2013-177-163

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS: Ordinance 2013-177-163, Executed Lease # GS-03P-LVA12102

STAFF: Lynne Lancaster, DPW (646-6006)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No 4
LEASE AMENDMENT	TO LEASE NO GS-03P-LVA12102
ADDRESS OF PREMISES 500 East Marshall Street Richmond, VA 23219-1808	PDN Number N/A

THIS AMENDMENT is made and entered into between
Richmond, City of

whose address is 800 East Broad Street, Ste 201
Richmond, VA 23219-1907

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

WHEREAS, the parties hereto desire to amend the above Lease to decrease the number of parking spaces under lease from 42 spaces to 21 spaces.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2017 as follows

1. Part I, Section A, Requirements on Page 1 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"The lessor hereby leases the government a total of 21 structured parking spaces located in the Standard Parking Deck, 800 East Marshall Street, Richmond, Virginia for the term beginning on October 1, 2017, through September 30, 2018. Parking spaces to be used for such purposes as may be determined by the Government"

2. Part II, Section A, "Location and description of premises offered for lease by Government" section 2 C on Page 2 of the lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following

"Parking Spaces Structured Parking Spaces 21"

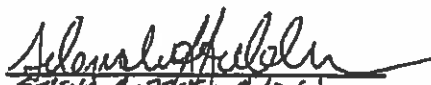
3. Part II Section C, "Rental" section 5 and 6 on page 2 of the lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"5. Amount of annual rent: \$23,940.00"
"6. Rate per Month: \$1,995.00"


This Lease Amendment contains 1 page.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Name: SELENA GIFFORD GLAVIN
Title: Chief Administrative Officer
Entity Name: City of Richmond
Date: 9/27/17

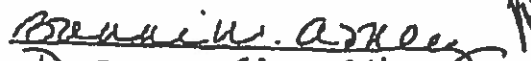
FOR THE GOVERNMENT:

Signature: 
Name: Mike Lord
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/10/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: TERRI D. BARRETT
Title: EXECUTIVE ASSISTANT
Date: 9-27-17

APPROVED AS TO FORM


Deputy City Attorney

INTRODUCED: September 9, 2013

AN ORDINANCE No. 2013- 177 - 163

To authorize the Chief Administrative Officer, on behalf of the City of Richmond, to execute a U.S. Government Lease for Real Property between the City of Richmond and the Government of the United States of America for the purpose of leasing to the federal government 25 parking spaces at a City-owned parking facility located at 500 East Marshall Street from Oct. 1, 2013, through Sept. 30, 2018.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 23 2013 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a U.S. Government Lease for Real Property between the City of Richmond and the Government of the United States of America for the purpose of leasing to the federal government 25 parking spaces at a City-owned parking facility located at 500 East Marshall Street from October 1, 2013, through September 30, 2018. Such U.S. Government Lease for Real Property shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

A TRUE COPY:

TESTE:

§ 2. This ordinance shall be in force and effect upon adoption.

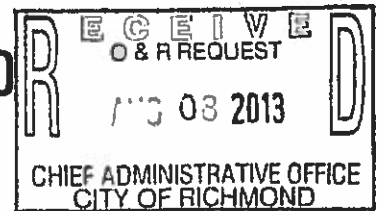
Jean V. Copel
City Clerk

AYES: 9 NOES: 0 ABSTAIN: 0

ADOPTED: SEP 23 2013 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE



O&R REQUEST

DATE: July 17, 2013

EDITION:

RECEIVED
AUG 12 2013

TO: The Honorable Members of City Council

THROUGH: Dwight C. Jones, Mayor

OFFICE OF CITY ATTORNEY

THROUGH: Byron C. Marshall, Chief Administrative Officer

THROUGH: Christopher Beschler, DCAO, Operations

THROUGH: Sharon Judkins, DCAO, Finance & Administration

THROUGH: Rayford Harris Jr., Director, Budget & Strategic Planning

FROM: James A. Jackson, Director of Public Works

RE: Authority to negotiate a parking lease agreement with the Government of the United States of America.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer (CAO) to enter into a parking lease agreement with the Government of the United States of America within a City-owned parking facility located at 500 E. Marshall Street from October 1, 2013 through September 30, 2018 for 25 parking spaces. The amount of leased parking spaces maybe modified with a thirty (30) day written notice.

REASON: To enable the CAO to enter into and, as needed, modify a parking lease agreement with Government of the United States of America.

RECOMMENDATION: The adoption of this ordinance is recommended.

BACKGROUND: The City of Richmond acquired the Broad Street Community Development Authority's (CDA) five parking facilities in November 2010 which consisted of two surface lots (401 E. Broad and 609 E. Grace) and three parking garages (500 E. Marshall, 607 E. Marshall and 612 E. Franklin). The Government of the United States of America has leased parking spaces at the 500 E. Marshall Street for several years and would like to continue their parking lease.

201308001

The Government may terminate this lease in whole or in part at any time on or after September 30, 2014, by giving at least thirty (30) days notice in writing to the City of Richmond.

COST TO CITY: No additional cost to the City.

REVENUE TO CITY: Generate \$28,500 parking revenue annually.

FISCAL IMPACT: None

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: September 9, 2013

CITY COUNCIL PUBLIC HEARING DATE: September 23, 2013

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use (September 17, 2013)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: GSA Form 3626, GSA Form 3516, GSA Form 3518

STAFF:

Emmanuel Adediran, Deputy Director, Department of Public Works (DPW) (646-3606)
Lynne Lancaster, DPW (646-6006)

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

I. LEASE NUMBER
GS-03P-LVA12102

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 25 structured parking spaces located in Richmond, Virginia for occupancy not later than 10/01/2013 for a term of 60 months.

B. STANDARD CONDITIONS AND REQUIREMENTS

3. 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 a.m. to 6 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 Offeror must have an active registration in the System for Award Management (SAM) System (via the Internet at <http://www.SAM.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 SAM Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.

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

<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 type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> POWER (Special Equip)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>as needed</u>	Space <u>as needed</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>as needed</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>as needed</u>		

5. OTHER REQUIREMENTS
N/A

6. 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.

7. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE.
- 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)

Lessor: *Aggar B.M.* GOVERNMENT: *ML*

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

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 500 East Marshall Street Richmond, Virginia 23219-1803	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) N/A	b. ROOM NUMBER(S) N/A
	c. Parking Spaces <u>Structured Parking</u> Spaces: 25	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) Parking only

B. TERM

3. To have and to hold, for the term commencing on October 1, 2013 and continuing through September 30, 2018 inclusive. The Government may terminate this lease in whole or in part at any time on or after September 30, 2014, by giving at least thirty (30) 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.

3. AMOUNT OF ANNUAL RENT \$28,500.00	7. Rate per space per month \$95.00	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Standard Parking Corporation 900 N Michigan Ave Fl 16 Chicago, IL 60611-6539
4. RATE PER MONTH \$2,375.00		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary)
Richmond, City of, 900 E. Broad Street, Suite 201, Richmond, VA 23219-1907

9b. TELEPHONE NUMBER OF OWNER 804-646-6006	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print)
Byron Marshall

11b. TITLE OF PERSON SIGNING
Chief Administrative Officer

11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT
Sharon Jenkins for Byron Marshall

11d. DATE
9/25/13

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, (d) security standards and (e) the following changes or additions made or agreed to by you:

- The authorized agent for the Lessor shall be permitted to approve changes to the amount of parking spaces under lease. These changes will be captured in lease amendments and shall be signed by Lessor's Chief Administrative Officer followed by GSA Lease Contracting Officer.
- If any additions or reductions in the number of parking spaces under lease are requested, they must first be approved by GSA and captured in a lease amendment.
- GSA payments will be made electronically based on the monthly rent contained in the lease or amended by any lease amendments. Do not send invoices for payment of any parking spaces.

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

2a. NAME OF CONTRACTING OFFICER (Type or Print) Mike Lord	2b. SIGNATURE OF CONTRACTING OFFICER <i>Mike Lord</i>	2c. DATE 10/19/13
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LESSOR: *AJ for B.M*

GOVERNMENT: *ML*

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 2VA0464	Dated 07-15-13
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—
 - (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

INITIALS: J. J. B. & M.L.
LESSOR GOVERNMENT

- (i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
 - (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
 - (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - (ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

(1) Means a small business concern—

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

INITIALS: *B. M.* LESSOR

& *ML* GOVERNMENT

(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.

INITIALS:

S. J. BM & ML
LESSOR GOVERNMENT

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. 52.203-72 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

INITIALS: SM/BL & ML
LESSOR GOVERNMENT

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 Byron Marshall, Chief Administrative Officer;
 - (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)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are

INITIALS: BM & ML
OFFEROR _____ GOVERNMENT _____

defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

- (b) **Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) **Certification.** The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:

INITIALS: Mark Judkins
Ben Marshall & ML
LESSOR GOVERNMENT

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 8050M, 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: 54-6001556
- 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;
 - Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

Shaw Industries

INITIALS:

Byron Marshall *MU*

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- 4;
- | | |
|---|---|
| <input type="checkbox"/> Sole proprietorship; | <input checked="" 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- |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input type="checkbox"/> Other <u>xxxxxxxx</u> |

(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 Richmond, City of

TIN 54-6001556

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).

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 # 003133840

Sharon Jenkins
Byron Marshall
 INITIALS: _____ & _____
 LESSOR GOVERNMENT

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

<p>OFFEROR OR AUTHORIZED REPRESENTATIVE</p>	<p>NAME, ADDRESS (INCLUDING ZIP CODE)</p> <p>Byron Marshall Chief Administrative Officer Richmond, City of 900 E. Broad Street, Suite 201 Richmond, VA 23219-1907</p> <p><i>Sharon Judkins for Byron Marshall</i> Signature</p>	<p>TELEPHONE NUMBER</p> <p>(804) 646-6933</p> <p><u>9/25/13</u> Date</p>
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INITIALS: *Sharon Judkins* & *ML*
 LESSOR & GOVERNMENT
for Byron Marshall

**GENERAL CLAUSES
(Simplified Leases)**

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

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 - GSAR 552-203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.)
 - GSAR 552-203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.)
 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
 - FAR 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.)
 - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.)
 - FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)
 - GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)
 - GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

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- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
(Applicable to leases over \$10,000.)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Applicable to leases over \$10,000.)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS
OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(Applicable to leases over \$25,000.)
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Applicable to leases over \$10,000.)
- FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
(Applicable to leases over \$25,000.)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$2,500.)
- GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)
- GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
- FAR 52.233-1 DISPUTES (JUL 2002)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Applicable when cost or pricing data are required for work or services over
\$500,000.)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Applicable when the clause at FAR 52.215-10 is applicable.)

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

INITIALS: AGBM & KIL
LESSOR GOVERNMENT

**ATTACHMENT D TO GSA FORM 3626
MINIMUM LEASE SECURITY STANDARDS**

- 1.1. **DOORS: HARDWARE (NOV 2005)**
Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors, and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least 2 master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only should not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.
- 1.2. **LIGHTING: PARKING AREAS (NOV 2005)**
A. 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 security monitoring (i.e., closed circuit television camera).
B. 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.
- 1.3. **OCCUPANCY EMERGENCY PLANS (NOV 2005)**
The Lessor shall be required to participate in the development and implementation of the Government Occupancy Emergency Plan. The Occupant Emergency Plan shall include procedures for notifying the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.
- 1.4. **LEASE SECURITY: STANDARDS (NOV 2005)**
A. Overview of Lease Security Standards.
1. The Government will determine security standards for facilities and agency space requirements. Security standards are 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 for each space requirement from Level I to Level IV. The GSA Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the proposal accordingly.
B. 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 security cameras and lighting are not obstructed.
C. Prevent Unauthorized Access to Utility Areas:
Utility areas shall be secure, and only authorized personnel shall have access.
D. Provide Emergency Power to Critical Systems (Alarm Systems, Radio Communications, Computer Facilities, Etc.)
All alarm systems, CCTV monitoring devices, 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.
E. Prevent Public Access to Mechanical Areas and Building Roofs
Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas. Roofs with HVAC systems

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Shawn Judson
J. B. M.

GOVERNMENT M/L

**ATTACHMENT D TO GSA FORM 3626
MINIMUM LEASE SECURITY STANDARDS**

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.

F. 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. At the direction of the Contracting Officer the names and locations of Government tenants may not be disclosed within any publicly accessed document or record. If Government tenants will not be disclosed, the Government may request that such information not be posted in the building directory.

G. 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 shall coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

H. 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).

I. 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.

J. Background Security Checks for Contract Service Personnel:

1. The Government will conduct background checks on contractors with routine access to Government leased space.
2. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.
3. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.
4. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

LESSOR *[Signature]* for B.M.

GOVERNMENT *[Signature]* ML