

File No. 180284

Committee Item No. 9
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date May 10, 2018

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

(Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Airport Commission Resolution</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
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<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Linda Wong

Date May 4, 2018

Completed by: Linda Wong

Date _____

1 [Lease Amendment - United States Customs and Border Protection - Customs Cargo Office
2 Space at Building 648 - Annual Rent of \$833,036]

3 **Resolution retroactively approving Amendment No. 1 to Lease No. TC-I-02-2801**
4 **between the United States Customs and Border Protection, and the City and County of**
5 **San Francisco, acting by and through its Airport Commission, to extend the term of the**
6 **lease for an additional ten years for a total term of February 1, 2003, through January**
7 **31, 2028, and adjust the annual rent to \$833,036.**

8
9 WHEREAS, The United States Customs and Border Protection ("Customs"), an agency
10 of the United States Department of Homeland Security, is responsible for the entry and
11 clearance of all international cargo shipments entering into the United States at the San
12 Francisco International Airport ("Customs Cargo"); and

13 WHEREAS, The Airport Commission approved Lease No. TC-I-02-2801 (the "Lease"),
14 on April 2, 2002, by Resolution No. 02-0079; and

15 WHEREAS, The Board of Supervisors subsequently approved the Lease by Resolution
16 No. 494-02 on July 26, 2002; and

17 WHEREAS, The Lease commenced on February 1, 2003, and expired on January 31,
18 2018, and provides approximately 16,170 square feet of finished office and ancillary space at
19 West Field Cargo Building 648 (the "Premises"); and

20 WHEREAS, The annual rent for the Premises is comprised of the base rent, parking
21 fees, operating and maintenance fees, and debt service; and

22 WHEREAS, The current annual rent is \$1,023,268.55, of which Customs pays \$1 and
23 the remainder is paid monthly by the international carriers in the form of the Customs Cargo
24 Facility Fee, pursuant to the Airport's Rates and Charges schedule; and
25

1 WHEREAS, Customs desires to continue occupancy of the Premises to process
2 Customs Cargo for an additional period of ten years; and

3 WHEREAS, Airport staff has negotiated Amendment No. 1 to the Lease with Customs
4 which provides for a ten year extension of the term, effective retroactively from
5 February 1, 2018, through January 31, 2028, with an annual rent of \$833,036 (the
6 "Amendment"); and

7 WHEREAS, On January 16, 2018, by Resolution No. 18-0016, the Airport Commission
8 approved the Amendment, a copy of which is on file with the Clerk of the Board in File
9 No. 180284, which is hereby declared to be a part of this Resolution as if set forth fully herein;
10 now, therefore, be it

11 RESOLVED, That this Board of Supervisors hereby approves Amendment No. 1 to
12 Lease No. TC-I-02-2801 between Customs and the City and County of San Francisco, acting
13 by and through its Airport Commission, which extends the term by ten years at an annual rent
14 of \$833,036; and, be it

15 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
16 all parties, the Airport Commission shall provide a copy of the Amendment to the Clerk of the
17 Board for inclusion into the official file.

Item 9 File 18-0284	Department: San Francisco International Airport (Airport)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would retroactively approve Amendment No. 1 to the lease between the United States Customs and Border Protection and the Airport to extend the term of the lease for an additional ten years from February 1, 2018 through January 31, 2028. According to the Airport, the proposed lease is retroactive because the process to finalize the tenant improvement scope, budget and funding took longer than expected and delayed Airport Commission approval by two months. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> The United States Customs and Border Protection Cargo Unit inspects cargo coming into the United States through the San Francisco International Airport. In 2002, the Board of Supervisors approved the non-competitive lease between the Airport and the United States Custom and Border Protection for 16,170 square feet of space at the West Field Cargo Building 648 for the Cargo Unit to conduct customs cargo operations. The initial lease had a term of fifteen years, from February 1, 2003 until January 31, 2018. Rent under the lease consisted of base rent, operating and maintenance charges, parking fees, and debt service fees for the costs of tenant improvements. The United States Custom and Border Protection paid nominal rent to the Airport of \$1.00 per year. The airlines handling international cargo paid the base rent, operating and maintenance charges, parking fees, and debt service fees <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> Total rent, fees, and charges paid by the airlines handling international cargo to the Airport in the first year under Amendment No. 1 is \$833,036, which is \$198,800 less than current rent, fees and charges under the existing lease of \$1,031,836. According to the Airport, the decrease is due to the reduction in debt service for tenant improvements; tenant improvement costs of \$2.7 million under the original lease have been fully amortized. Tenant improvement costs under the proposed Amendment No. 1 are \$600,000, which will be amortized over the 10-year term. The airlines handling international cargo will pay estimated rent, charges, and fees to the Airport of \$8,715,400. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(c) states that any modification, amendment or termination of a lease that had an initial term of ten years or more, including options to extend, is subject to Board of Supervisors approval.

BACKGROUND

The United States Customs and Border Protection Cargo Unit inspects cargo coming into the United States through the San Francisco International Airport. Prior to 2002, the United States Customs and Border Protection Cargo Unit was located outside of the San Francisco International Airport property. The airlines handling international cargo approached the Airport staff to find a site on Airport property to improve cargo operations. The Airport identified a suitable location and entered into a lease with the United States Customs and Border Protection to allow for occupancy by the Cargo Unit.

In 2002, the Board of Supervisors approved the non-competitive lease between the Airport and the United States Custom and Border Protection for 16,170 square feet of space at the West Field Cargo Building 648 for the Cargo Unit to conduct customs cargo operations. Rent under the lease consisted of base rent, operating and maintenance charges, parking fees, and debt service fees for the costs of tenant improvements. The United States Custom and Border Protection paid nominal rent to the Airport of \$1.00 per year. The airlines handling international cargo paid the base rent, operating and maintenance charges, parking fees, and debt service fees.

The initial lease had a term of fifteen years, from February 1, 2003 until January 31, 2018.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve Amendment No. 1 to the lease between the United States Customs and Border Protection and the Airport to extend the term of the lease for an additional ten years from February 1, 2018 through January 31, 2028. According to Mrs. Diane Artz, Airport Senior Property Manager, the proposed lease is retroactive because the process to finalize the tenant improvement scope, budget and funding took longer than expected and delayed Airport Commission approval by two months.

Under the Amendment No. 1, the first year rent is \$833,036. As noted above, under the lease, the annual rent is composed of four categories: base rent, parking fees, operating and maintenance fees, and debt service on tenant improvements. The United States Customs and Border Protection pays the Airport nominal rent of \$1.00 per year. The airlines handling international cargo pay the base rent, fee balance of annual rent.

The key provisions of the proposed lease are shown in Table 1 below.

Table 1: Key Provisions of Proposed Lease Amendment

Lease Amendment Terms	
Lease Term	February 1, 2018 to January 31, 2028 (10 years)
Square Feet	16,170 square feet of office, storage, and associated space
Options to Extend the Lease	None
Rent, Charges, and Fees paid by Airlines	
<u>Base Rent</u>	
Amount	\$430,254 (approximately \$21.61 per square foot, based on Summary of Charges approved by Airport Commission)
Annual Increase	Consumer Price Index (CPI)
<u>Operating and Maintenance Fee</u>	
Amount	\$144,000
Annual Increase	Based on costs
<u>Parking Fee</u>	
Amount	\$162,248
Annual Increase	Based on Summary of Charges approved by Airport Commission
<u>Debt Service Charge for Tenant Improvements</u>	
Amount	\$96,534
Annual Increase	Based on project and financing costs
Total Rent (Annual Airline Fee)	\$833,036 (\$51.51/sf/year)

FISCAL IMPACT

Total rent, fees, and charges paid by the airlines handling international cargo to the Airport in the first year under Amendment No. 1 is \$833,036, which is \$198,800 less than current rent, fees and charges under the existing lease of \$1,031,836. According to Ms. Artz, the decrease is due to the reduction in debt service for tenant improvements. Tenant improvement costs of \$2.7 million under the original lease have been fully amortized. Tenant improvement costs under the proposed Amendment No. 1 are \$600,000, which will be amortized over the 10-year term.

The airlines handling international cargo will pay estimated rent, charges, and fees to the Airport of \$8,715,400.

RECOMMENDATION

Approve the proposed resolution

AIRPORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 18-0016

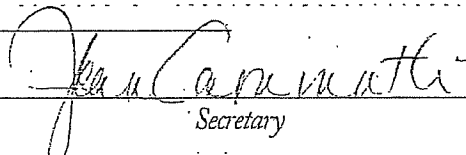
RESOLUTION APPROVING LEASE AMENDMENT NO. 1 TO FACILITY LEASE NO. TC-I-02-2801 WITH U.S. CUSTOMS AND BORDER PROTECTION TO EXTEND THE TERM OF THE LEASE FOR AN ADDITIONAL TEN YEARS, ADJUST THE ANNUAL RENT, AND DIRECT THE COMMISSION SECRETARY TO REQUEST APPROVAL OF AMENDMENT NO. 1 BY THE BOARD OF SUPERVISORS

- WHEREAS, the Cargo Unit of U.S. Customs and Border Protection ("Customs") currently conducts its cargo inspection operations in approximately 16,170 square feet of office space at the Airport's West Field Cargo Building No. 648 under Facility Lease TC-I-02-2801 (the "Lease"); and
- WHEREAS, the Lease provides for an annual rent of \$1,023,268.55 and a term of fifteen years, which expires on January 31, 2018; and
- WHEREAS, Customs wishes to continue its occupancy of the demised premises pursuant to Amendment No. 1 to the Lease (the "Amendment") which extends the term by ten years, commencing February 1, 2018; and
- WHEREAS, the Amendment also provides for a modified annual rent of \$833,036, for the first year of the extension term, which reflects a cessation of debt service for the Airport provided improvements to demised premises completed in 2002 and the beginning of a new debt service to reimburse the Airport for costs incurred for the refurbishment of the demised premises; and
- WHEREAS, all other terms, conditions, and covenants of the Lease shall remain in full force and effect; now, therefore, be it
- RESOLVED, that the Airport Commission hereby approves Amendment No. 1 to the Lease with Customs to extend the term by ten years, effective February 1, 2018, and modify the annual rent to \$833,036, and on the terms and conditions set forth in the Director's Memorandum; and, be it further
- RESOLVED, that the Commission Secretary is hereby directed to request approval of the Amendment No. 1 to the Lease by Resolution of the Board of Supervisors pursuant to Section 9.118 of the Charter of the City and County of San Francisco.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of _____

JAN 16 2018


Secretary



San Francisco International Airport

MEMORANDUM

January 16, 2018

TO: AIRPORT COMMISSION
 Hon. Larry Mazzola, President
 Hon. Linda S. Crayton, Vice President
 Hon. Eleanor Johns
 Hon. Richard J. Guggenheim
 Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of Amendment No. 1 to Lease TC-I-02-2801 with U. S. Customs and Border Protection at Building 648

DIRECTOR'S RECOMMENDATION: APPROVE LEASE AMENDMENT NO. 1 TO FACILITY LEASE NO. TC-I-02-2801 WITH U.S. CUSTOMS AND BORDER PROTECTION TO EXTEND THE TERM OF THE LEASE FOR AN ADDITIONAL TEN YEARS, ADJUST THE ANNUAL RENT, AND DIRECT THE COMMISSION SECRETARY TO REQUEST APPROVAL OF AMENDMENT NO. 1 BY THE BOARD OF SUPERVISORS.

Executive Summary

Pursuant to Lease TC-I-02-2801 (the "Lease"), U.S. Customs and Border Protection ("Customs") occupies a portion of West Field Cargo Building 648, which expires on January 31, 2018. Customs wishes to continue occupancy of the demised premises pursuant to Lease Amendment No. 1, which extends the term of the Lease for an additional ten years, effective February 1, 2018, and modifies the annual rent from \$1,023,268.55 to \$833,036 (the "Amendment").

Background

Under Commission Resolution No. 02-0079, approved on April 2, 2002, and Board of Supervisors' Resolution No. 494-02, approved on July 26, 2002, Customs occupies approximately 16,170 square feet of finished offices and ancillary space in West Field Cargo Building 648 (formerly known as West Field Cargo Building 1) to conduct its Customs Cargo operation. The Lease has a term of fifteen years, which expires on January 31, 2018. Customs wishes to continue occupancy of the demised premises pursuant to the Amendment which extends the term by ten years, effective retroactively on February 1, 2018.

The annual rent under the Lease is broken into four categories, comprised of base rent, parking fees, operating and maintenance fees, and debt service. The rent structure under the Amendment will remain the same except that the debt service will be modified to reflect: 1) the full amortization of the

THIS PRINT COVERS CALENDAR ITEM NO. 14

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LARRY MAZZOLA
 PRESIDENT

LINDA S. CRAYTON
 VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

IVAR C. SATERO
 AIRPORT DIRECTOR

original \$2.7M cost incurred to complete certain tenant improvements for Customs in 2002, and 2) the beginning of a new debt service for costs incurred to refurbish the demised premises at an estimated cost of \$600,000. The scope of the refurbishment will include touch up painting, repairs to carpet and work stations as needed and the subdivision of one office.

Under the current structure, the rent for the first year of the extension period will be \$833,036. Customs will continue to pay \$1.00 per year and the remainder will be paid monthly by the international carriers in the form of the Customs Cargo Facility Fee, pursuant to the Airport's Rates and Charges schedule.

Proposal

Airport staff has negotiated the Amendment which provides for the following modified business terms:

1. **Extension Term.** Ten years commencing February 1, 2018.
2. **Annual Rent.** Estimated at \$833,036 per year. The estimated Annual Rent for the first year of the extension period will be adjusted, either up or down, upon completion of the refurbishment work and determination of the final cost and related debt service.

Rent Structure

Base Rent:	\$430,254 (\$26.61/sf/year)
Parking:	\$144,000 (\$8.91/sf/year)
O & M Services:	\$162,248 (\$10.03/sf/year)
Debt Service:	\$ 96,534 (\$5.97/sf/year) based on an estimated refurbishment cost of \$600,000, to be amortized over 10 years at 6% interest.

Recommendation

I recommend adoption of the accompanying Resolution that approves Amendment No. 1 to the Lease to: 1) extend the term by ten years, 2) adjust the annual rent to \$833,036, and 3) direct the Commission Secretary to forward Amendment No. 1 to the Board of Supervisors for approval.


Ivar C. Satero
Airport Director

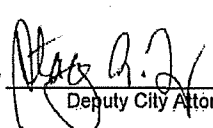
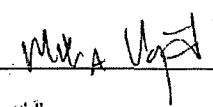
Prepared by: Leo Fermin
Chief Business and Finance Officer

Attachment

ICS/LF/DA:dt

bc: admin/chron/doc/Diane Artz/Linda Peng/Luke W. Bowman

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DEPARTMENT OF HOMELAND SECURITY LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO: TC-I-02-2801
ADDRESS OF PREMISES: West Field Cargo Building I 648 West Field Road San Francisco, CA 94128	Name of Office Building or Location: First Floor East & West; 2 nd Floor West; 3 rd Floor West
THIS AMENDMENT, is made and entered into this date by and between San Francisco International Airport whose address is: International Terminal – No. Shoulder Building P.O. Box 8097 San Francisco, CA 94128	
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: Government Rep.	
WHEREAS, the parties hereto desire to amend the above Lease.	
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective <u>February 1, 2018</u> as follows:	
Part II, Section B. "TERM" to extend base lease term by ten (10) years, expiring on January 31, 2028.	
Part II, Section C. "RENTAL"	
<u>Components of Rent or Annual Airline Fee</u>	<u>Annual Airline Fee</u>
Base Rent	\$430,254
O&M/Utilities/Janitorial	144,000
Parking	162,248
Debt Service Surcharge for TIs	96,534
Total Rent or Annual Airline Fee	\$833,036
The parties hereto agree that this rent will be paid as follows: The Government will pay to Lessor \$1.00 per year. The balance of the annual rent (Annual Airline Fee), as described above, will be charged to the international airlines operating and using Customs Cargo Unit services at the Airport, through Airport Rates and Charges.	
On a quarterly basis, Government, through its Customs Cargo Unit, will submit to the Airport, the transactional data (Carrier Count Report) indicating carrier activity for the previous quarter, which will form the basis for the monthly billing to the international airlines for the balance of the rent. Such quarterly Carrier Count Reports shall be submitted on or before the fifteenth day of each January, April, July, and October, respectively.	
APPROVED AS TO FORM: DENNIS J. HERRERA City Attorney	
By  Deputy City Attorney	
All other terms and conditions of the lease shall remain in force and in effect.	
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.	
FOR THE LESSOR:	FOR THE GOVERNMENT:
Signature(s): _____	Signature: 
Name: Ivar C. Satero	Name: Mike A. Urquidí
Title: Airport Director	Title: Regional Section Chief Customs and Border Protection
Entity Name: City and County of San Francisco Acting by and through its Airport Commission	Date: <u>1/16/2018</u>
Date: _____	
WITNESSED FOR THE LESSOR BY:	

Signature: _____

Name: _____

Title: _____

Date: _____

Lease Amendment Form 7/2017

LESSOR INITIAL: _____

GOV'T INITIAL:  _____

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

1. LEASE NUMBER
TC-I-02-2801

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

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 16,600 net usable square feet of office space located in the West Field Cargo Building I, 648 West Field Road, San Francisco, CA 94128 for occupancy

January 1, 2003, or when space is ready for occupancy, for a term of 15 years.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS N/A

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

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 according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 8 a.m. to 12 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.

The Lessor shall furnish to the Government as part of the rental consideration the following:

All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the building, space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease and its attachments.

The U.S. Customs Service shall approve alterations to the leased space, prior to the start of construction.

2. 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 WATER FOUNTAINS | <input checked="" type="checkbox"/> WINDOW WASHING | | |
| <input type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>twice yearly</u> | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Space <u>every 5 years</u> | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>every two years</u> | Public Areas <u>every 3 years</u> | |

3. OTHER REQUIREMENTS

San Francisco International Airport (hereinafter called Airport) shall provide one hundred (100) parking spaces for use by the U.S. Government as follows: Seventy (70) spaces for employee parking, ten (10) unsecured spaces for government vehicles; twelve (12) secured spaces for government vehicles, all of which will be located at West Field Parking Garage; and four (4) reserved spaces for K-9 vehicles, four (4) reserved spaces for employees at West Field Cargo Building. All parking may be relocated with mutual consent of the Government and the Airport.

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.

4. BASIS OF AWARD

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

PART II - OFFER (To be completed by Offeror/Owner)

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

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)	6. LOCATION(S) IN BUILDING	
West Field Cargo Building 1 648 West Field Road San Francisco, CA 94128	a. FLOOR(S) First Fl East & West; 2 nd Fl West; 3 rd Fl West	b. ROOM NUMBER(S) TBD
	c. OCCUPIABLE SQ. FT. Approx. 16,600	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> 100 <input type="checkbox"/> WAREHOUSE parking spaces

B. TERM

To have and to hold, for the term commencing on January 1, 2003, or when space is ready for occupancy, and continuing for fifteen (15) years thereafter, inclusive.

C. RENTAL

Components of Rent or Annual Airline Fee	Annual Airline Fee (estimated)
Base Rent	\$327,850 (adjusted annually by CPI)
O&M/Utilities/Janitorial	125,005 (adjusted annually to reflect costs of providing services)
Parking	120,960 (adjusted annually per Rates and Charges)
Debt Service Surcharge for TIs	366,335 (adjusted to reflect final project and financing cost)
Total Rent or Annual Airline Fee	\$940,150 (estimated)

The parties hereto agree that this rent will be paid as follows: The Government will pay to Lessor \$1.00 per year. The balance of the annual rent (Annual Airline Fee), as described above, and as adjusted above, will be charged to the **international airlines** operating and using Customs Cargo Unit services at the Airport, through Airport Rates and Charges.

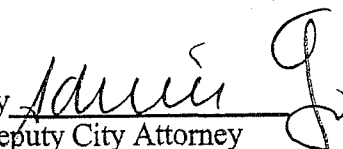
On a quarterly basis, Government, through its Customs Cargo Unit, will submit to the Airport, the transactional data (Carrier Count Report) indicating carrier activity for the previous quarter, which will form the basis for the monthly billing to the international airlines for the balance of the rent. Such quarterly Carrier Count Reports shall be submitted on or before the fifteenth day of each January, April, July, and October, respectively.

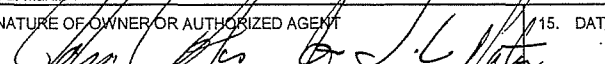
7. AMOUNT OF ANNUAL RENT \$1.00	9. MAKE CHECKS PAYABLE TO (Name and address) San Francisco International Airport International Terminal - No. Shoulder Building P.O. Box 8097 San Francisco, CA 94128
8. RATE PER MONTH	

10a. 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.)

City and County of San Francisco,
Acting by and through its Airport Commission, aka "SFIA"
San Francisco International Airport
International Terminal - North Shoulder Building
P.O. Box 8097
San Francisco, CA 94128

Approved as to form
DENNIS J. HERRERA
City Attorney

By 
Deputy City Attorney

10b. TELEPHONE NUMBER OF OWNER 650-821-5000	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)		
12. NAME OF OWNER OR AUTHORIZED AGENT John L. Martin	13. TITLE OF PERSON SIGNING Airport Director		
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE 9-16-02	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. (Date)	

PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents:

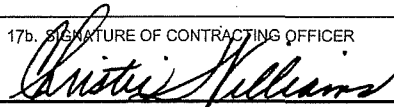
- (a) GSA Form 3626, 3 pages
- (b) GSA Form 3517A, General Clauses, 2 pages
- (c) GSA Form 3518A, Representations and Certifications, 2 pages
- (d) Exhibit "A", 3 pages
- (e) Special Requirements, 18 pages
- (f) Appendix A – Physical Security Requirements, 21 pages
- (g) Appendix B – Additional Specifications, 10 pages

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

17a. NAME OF CONTRACTING OFFICER (Type or Print)

Christie Williams

17b. SIGNATURE OF CONTRACTING OFFICER



17c. DATE

10.4.02

**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 the rental payments.
5. 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (VARIATION) (SEP 2001)

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 on the Internet as GSA Form 3517A (Full Text) at <http://www.gsa.gov/Portal/offering.jsp?OID=113404>

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 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JUL 1995)
(Applicable to leases over \$25,000.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)
(Applicable to leases over \$500,000.)

FAR 52.219-16 LIQUIDATED DAMAGES SUBCONTRACTING PLAN (OCT 2000)
(Applicable to leases over \$500,000.)

GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (SEP 1999)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)

GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (SEP 1999)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

INITIALS:

 LESSOR

&

 GOVERNMENT

FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999) (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	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (Applicable to leases over \$10,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) (Applicable to leases over \$10,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)
FAR 52.233-1	DISPUTES (DEC 1998)
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 exceeding \$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: &
 LESSOR GOVERNMENT

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number TC-I-0202801	Dated
--	--	-------

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. SMALL BUSINESS REPRESENTATION (SEP 2001)

- (a) The offeror represents that it ☐ is, ☒ is not a small business concern. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (b) The offeror represents that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (c) The offeror represents that it ☐ is, ☒ is not a women-owned small business concern as defined in 48 CFR 52.219-1.
- (d) The offeror represents that it ☐ is, ☒ is not a veteran-owned small business concern as defined in 48 CFR 52.219-1.
- (e) The offeror represents that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern as defined in 38 U.S.C. 101(2), 38 U.S.C. 101(16), and 48 CFR 52.219-1.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases which exceed \$10,000.) NOT APPLICABLE

The Offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either 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.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984) NOT APPLICABLE

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

The Offeror represents that --

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

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases which exceed \$100,000.) NOT APPLICABLE

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

INITIALS: &
 LESSOR & GOVERNMENT

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- * TIN: 94-324-8335.
- * 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.

- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local); YES
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) Common Parent.

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

Name NOT APPLICABLE
TIN _____

Approved as to form:

DENNIS J. HERRERA

City Attorney

6. OFFEROR'S DUNS NUMBER (APR 1996)

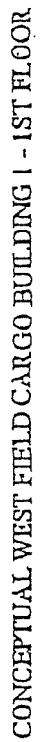
Enter number, if known: NOT APPLICABLE

By Adrian G
Deputy City Attorney

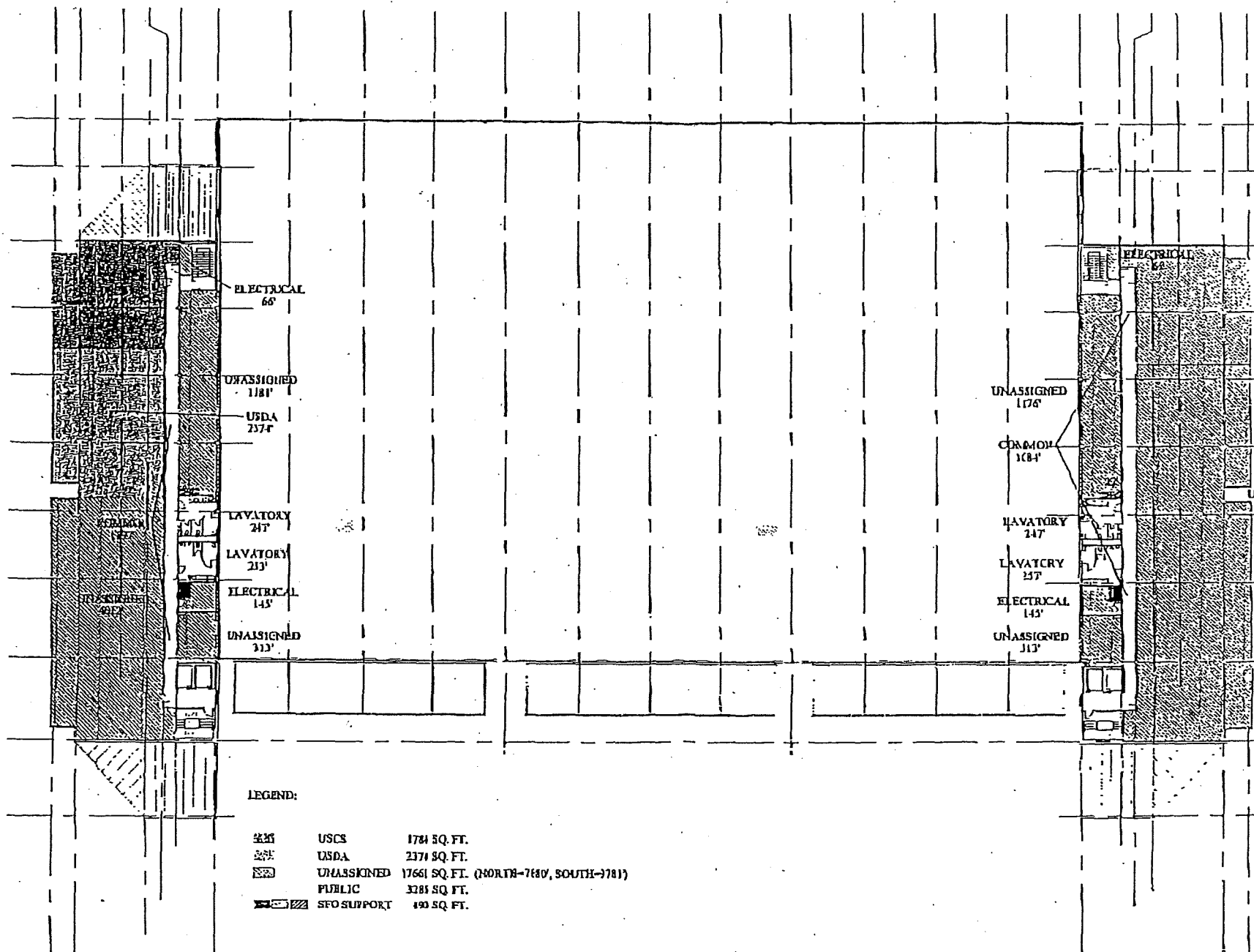
OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) San Francisco International Airport International Terminal - No. Shoulder Building P.O. Box 8097 San Francisco, CA 94128	Telephone Number 650-821-5000
	Signature <u>John L. Martin</u> , Airport Director	Date <u>9-16-02</u>

INITIALS: LESSOR & GOVERNMENT

First Floor West Wing 2,200 nuf ±



CONCEPTUAL WEST FIELD CARGO BUILDING 1 - 1ST FLOOR



CONCEPTUAL WEST FIELD CARGO BUILDING 1 - 3RD FLOOR

U.S. CUSTOMS SERVICE
SFO AIR CARGO FACILITY
San Francisco International Airport

2nd Floor:

TRADE:	Square footage	Partition Type
Cargo Chief Office	250 sf.	Slab to slab
Adjoining Conference Rm.	200 sf.	Slab to Slab
Trade Supervisor	150 sf.	Ceiling High
Open Office Area (14 workstations, file area, conference area -200 sf included)	1,200 sf.	Open area
Weapons Storage Room	200 sf.	Slab to Slab
DAU:		
DAU Supervisor Office	150 sf.	Ceiling High
Open Office Area (18 workstations)	1,500 sf.	Open
CET:		
CET Supervisor Office	150 sf.	Ceiling High
Open Office Area (8 workstations and file area)	1,000	Open area
Business Center Room	300 sf	Ceiling High
OET:		
OET Supervisor Office	150 sf.	Ceiling High
Open Office Area (14 workstations, file area, conference area -200 sf included)	1,000 sf.	Open
General Storage	150 sf.	Slab to Slab
Radio Room	100 sf.	Slab to Slab
Strong Room	200 sf	Slab to Slab
Other Rooms:		
Messenger Office	200 sf.	Ceiling High
LAN/Com. Room	250 sf.	Slab to Slab
General Storage Room	300 sf.	Slab to Slab
Armory Room	200 sf.	Slab to Slab
Men Locker Room	300 sf	Slab to Slab
Men Shower Room	200 sf	Slab to Slab
Women Locker Room	300 sf	Slab to Slab
Women Shower Room	200 sf	Slab to Slab

1st Floor

Cargo Processing:		
Lobby / Reception	200 sf	Open
Cashier Room	300 sf	Slab to Slab
Open Office Area (14 workstations) (& file area)	1,000 sf	Open
Cargo Supervisor Office	200 sf.	Ceiling High
Bus. Center/Gen. Storage	200 sf.	Ceiling High
Secured Storage Room	200 sf.	Slab to Slab
Weapons Storage Room	100 sf.	Slab to Slab
K-9 Department:		
Reception Area	100 sf.	Slab to Slab
Canine Supervisor Office	150 sf.	Ceiling High
Open Office Area	300 sf.	Open

(4 workstations)		
Kennel/Laundry Room	200 sf	Slab to Slab
Drug Storage Rooms (2)	100 sf ea.	Slab to Slab
Drug Storage Rooms (2)	80 sf ea.	Slab to Slab
Copy/ General Storage	100 sf.	Open

3rd Floor

Conference Room	500 sf.	Slab to Slab
Break Room	600 sf.	Slab to Slab
Training Room	800 sf.	Slab to Slab
Office	150 sf.	Ceiling High
General Storage Room	150 sf.	Ceiling High

NOTE: The square footages listed above may be adjusted or modified when space layout plans are developed due to the actual square footage provided on each floor.

Together with Appendixes A & B, the following are special build out requirements/tenant improvements for certain rooms listed above.

SUMMARY OF SPECIAL REQUIREMENTS AND SPECIAL ROOM REQUIREMENTS

NOTE: Special construction and security for the perimeter and secured rooms shall follow the requirements of the Customs Internal Affairs Physical Security Manual 2000 (refer to Appendix A). This office is classified as Level II in the manual.

LAYOUT: Customs space will be configured to minimize the number of doors leading into the office area from non-Customs space consistent with day-to-day operations and fire safety regulations.

PERIMETER WALLS: All walls separating this office from any adjacent public space or neighboring non-Customs office space shall be slab to slab. Construction must be of solid materials such as plaster, gypsum board, metal panels, hardboard, wood, plywood, or other opaque materials offering resistance to, and evidence of, unauthorized entry into the office area.

Any 9-gauge expanded metal used above the perimeter and other walls shall have to be augmented with other building materials to ensure the required STC 45 rating. Layout shall determine the extent of the sound-conditioning requirement.

PERIMETER WINDOWS: Windows, if operable, must have positive locking systems that are not susceptible to manipulation from the exterior. The lock must be of a type that requires the user to throw a bolt or latch or to slide a handle to lock or unlock the window. Spring-loaded latches are not acceptable. During non-duty hours, the windows must be closed and securely fastened. All windows shall be weather tight.

Lessor shall provide window coverings for perimeter windows and behind any interior windows. Refer to Appendix B, 2.16 Window Coverings.

Lessor shall provide and install blackout drapes or mini-blinds on conference room windows.

PERIMETER DOORS: All perimeter doors to Customs space shall be equipped with automatic door closers and lock guards (metal plate on outside of locking mechanism to prevent tampering). These doors must be solid core wood or 12-gauge steel-clad hollow-core metal, at least 1-3/4 inches thick. Use of transparent panels and glass doors shall be avoided for safety and security reasons.

Doorframes must be constructed of equal strength as that of the door. Door hinge pins on perimeter doors must be non-removable (peened, pinned, or spot-welded).

At main entry door, install bell or chime to sound at receptionist-secretary's workstation whenever someone opens the door (entry alert for receptionist).

PERIMETER DOOR LOCKS: Keyed locks shall be keyed off building master system. Only Customs personnel shall have keyed access to space. At the time of layout, Customs will specify the number of keys required for each keyed lock. All perimeter locks must have at a minimum a high-security deadbolt, with 1-inch throw. Install perimeter lock in main entry door to reception room equipped with manipulation-resistant, lever-operated, high security lockset with integral deadbolt lock having a minimum of a 1-inch throw, comparable or equivalent to the interlock mechanism of the Schlage "H" series, which is engineered so that the lever retracts both the bolt and the latch with a single lever action for emergency egress. Once unlocked for the day, this lock remains unlocked. Locks for all other perimeter doors both exit/entry shall be the same lock but with the equivalent of the interlock mechanism of the Schlage "L" series, which locks automatically upon exit.

The cylinder cores shall be high-security type equivalent to the Schlage Primus Security System or Medeco Lock hardware placed on wood doorframes should be secured with stainless steel screws, at least 3 inches long.

Double doors must have at least one door secured from the inside with sliding deadbolt (e.g. Sargent and Greenleaf, model SM181) at the top and the bottom. Astragals (overlapping molding, preferably metal) must be used to inhibit access to lock bolts.

Coordination must be made with the local fire marshal before construction to determine compliance with building code (s) associated with National Fire and Safety Association 101 (NFPA 101).

INTERIOR PARTITIONS: Office-subdividing partitions shall comply with local requirements.

Partitioning must be designed to provide a minimum Sound Transmission Coefficient of 40 (or equivalent to Noise Isolation Class NIC of 40) unless specified higher in the requirements for individual rooms.

Partitioning shall be installed as determined by the layout and shall extend from the finished floor to the finished ceiling unless noted otherwise and in the following requirements.

CEILINGS: Ceilings shall be dropped acoustical tile (minimum of 8 ft. and no more than 11 ft. above finished floor) except in the secured rooms, which are slab to slab and must have ceilings of concrete or 9-gauge expanded metal. If partitions to the secured rooms are not slab to slab, cap the partitions by creating tamperproof ceiling reinforced with 9-gauge expanded metal (1-1/2 in. x 2-1/2 in. maximum diamond pattern), securely anchored to the walls, with a layer of gypsum board to create a finished ceiling inside the room.

FLOOR LOAD: The Lessor should consult with a structural engineer to determine locations in the space capable of supporting floor loads without having to perform any additional special construction. Consideration must include at a minimum the following equipment: safes, filing cabinets, shelving units, ammunition.

INTERIOR DOORS: All interior doors shall be building standard doors (solid core wood or hollow core metal) in frames of appropriate strength, unless otherwise noted in requirements for specific areas or rooms. Hollow core wood doors are NOT acceptable. Doors requiring combination locks should be 1-5/8 in. to 1-7/8 in. thick.

INTERIOR LOCKS: Install standard locksets where specified. High-security deadbolts shall be Medeco Maxum or equivalent. Combination/high-security deadbolt locks shall be lever operated, battery-operated pushbutton combination locks, equal to or better than the Trilogy T3 DL3500. All locks shall be operable from the egress side without the use of any key, special knowledge, or effort.

KEYS: Lessor at lessor's expense shall re-key all locks upon Customs' acceptance of space. All keys shall be keyed off the master. Keys to private offices and designated special rooms shall be keyed off master and separate from each other.

SHELVING: Lessor shall bolt all free-standing shelving securely to the building.

ELECTRICAL REQUIREMENTS: All electrical outlets are to meet N.E.C. commercial grade requirements for 20 amp circuits unless otherwise specified. Lessor shall limit six (6) electrical duplex outlets to a circuit to avoid an overload. Lessor shall provide conduit troughs if necessary in ceilings for flexibility of providing electrical service to systems furniture and other equipment. If required, Lessor shall provide a licensed electrician to hardwire any systems furniture units. Also, refer to electrical requirements in Appendix B.

AIR CONDITIONING: Standard HVAC shall be required throughout the office. Computer room requires 24-hour daily AC between 60-75 degrees F, with humidity range between 45 to 55 percent. Conference rooms require supplemental heating and cooling as determined by contractor/architect/engineer.

SOUND ATTENUATION: A minimum Sound Transmission Coefficient (STC) of 40 (equivalent to noise isolation class of 40) is required for all rooms. Exceptions are included in the following office support requirements.

SECURITY ALARM SYSTEM: Customs requires an intrusion detection system (IDS) for the exterior perimeter and specialized areas within the site connected to a Class A Central Monitoring Station. There must be a backup method of communication set up with the Central Monitoring Station, e.g. a wireless phone link (such as cellular) or an extra analog/digital telephone line so that if a telephone line is cut or otherwise interrupted, an alarm is activated at the Central Monitoring Station. Acknowledgement of an alarm condition by the Central Monitoring Station must take place within 30 seconds of the alarm. The Central Monitoring Station must dispatch the correct response (law enforcement, duty agent, etc.).

For any Customs-occupied office space on the next level above ground level with 96 square inches or greater of expansive glass exposed to the perimeter, glass breakage detectors must be installed as an element of the Intrusion Detection System (IDS).

At a minimum, CCTV will monitor the cashier's office. CCTV images must be retrievable and operable over weekends and holidays. A digital recorder is preferred. An alternative is a VCR with T-160 SVHS tapes or greater to record CCTV images. Detailed requirements are attached.

SIGNAGE: For the premises, Customs will determine and approve any exterior or interior signage identifying Customs. Lessor shall provide a signage allowance for the interior space, including plates with room numbers and office identification for each room. Customs shall provide signage details.

DÉCOR COLORS/FLOORING SELECTIONS: Designees of the local occupying office shall make all selections of colors for paint, flooring, shelving, and other décor-related items.

CABLE TV: If possible, the building shall have access to cable TV. Lessor shall furnish cable and conduit to rooms in Customs space requiring cable hook-up.
(NOTE for Customs only: option is to pay to have a DBS package installed to provide 24 channels, including news and weather channels – cost estimate is \$200 install plus conduit/cabling, plus monthly fee. This requires a digital line.)

ANTENNA: The Lessor shall allow Customs to install a 18" to 24" satellite dish and a 1-inch conduit from the dish to Customs office space and install a coax cable jack at a location to be determined during layout. Customs also reserves the right to install a television antenna or cable service.

Lessor shall allow Customs to provide and install a radio antenna (antenna is approximately 4 ft. high and weighs 3-4 lbs) and a radio base station, with two small RF signals from within, or close proximity, of the assigned space:

1. Roof space is required for the installation of a radio base station antenna. Installation shall require an antenna-mounting bracket on the roof.
2. The bracket shall consist of a vertical section of 1-1/2 in. galvanized steel pipe (or equivalent) approximately 2 ft. in height. Pipe is to be rigidly mounted to the roof. A site survey with the U.S. Customs radio technicians shall be conducted prior to the installation to determine optimum rooftop location.

3. Approximately 2 sq. ft. of floor space is required in a penthouse equipment room for location of the radio base station. A 120 v. duplex electrical outlet shall be required within the equipment room for use with the base station.
4. Installation shall require 1-1/2 in. EMT conduit from the antenna mounting bracket, through the roof (with weather-head), to the floor space location in the penthouse equipment room (for the radio frequency (RF) transmission cable). No bends in the conduit shall be greater than 45 degrees.
5. Installation shall require a single run of 1/2 -in. EMT conduit from the penthouse equipment room to the remote console in the secure communications room. Lessor shall furnish and install a junction box and a pull-string to the base station and to the main transmitting unit. Exact location will be determined at time of layout.
6. If a penthouse equipment room does not exist, and the base station must be located within the Customs office space (in open area behind reception window, with 1 standard electrical duplex outlet), the run of 1-1/2 in. EMT conduit from the antenna bracket location on the roof shall be routed to the assigned Customs office space, with an angle not to exceed 45 degrees. The requirement for the 1/2-in. EMT will be deleted.
7. Lessor shall provide and install conduit and cable to several radio handset locations within the leased premises. The exact locations will be determined and indicated on the final floor plan drawing. Customs shall provide the lessor specifications for the cable and end terminals.

PRIMARY OFFICE-TYPE SPACE

Private offices, semi-private offices, and open spaces are to meet General Services Administration (GSA) (refer to Appendix B) standard requirements for painted walls, carpet, lighting, and building standard solid core wood or hollow core metal doors with door frames constructed of equal strength as that of the door, standard key locking devices with cylinder locks, cores and hardware unless otherwise specified. Keyed locks shall be keyed off building master system and separately from each other.

All private offices shall have a minimum STC of 40 in partitions, ceilings, doors, and penetrations.

Each private office shall have a minimum of 4 standard duplex electrical outlets and 1 voice/data outlet. Each cubicle shall have access to a minimum of 2 standard duplex electrical outlets and 1 voice/data outlet.

In the receptionist's workstation, install a mushroom style "panic button," which activates a local audible/visual alarm and generates an alarm in the main office area. Location to be determined on layout. Provide keyed alarm cut-off switch in room.

OFFICE SUPPORT

The following rooms unless specified otherwise are to meet General Services Administration (GSA) (refer to Appendix B) standard requirements for painted walls, carpet or vinyl, lighting, and building standard solid core wood or hollow core metal doors with door frames constructed of equal strength as that of the door. A minimum Sound Transmission Coefficient of 40 (STC-40) is required unless otherwise noted in requirements for specific areas.

Reception Rooms

The reception rooms shall be directly accessible from the public corridor through a main entry perimeter door. Install office-standard carpet, painted drywall, and one standard duplex electrical outlet.

Counter (between lobby and open office area): furnish and install counter (length to be determined at time of layout), 24-in. deep, 38 in. above the finished floor, firmly affixed at one end to a wall. A section of the counter shall meet ADA requirements. Counter and base shall be constructed of 3/4-in. plywood, finished and stained. Counter top shall be covered with laminated plastic. Provide 1-1/2 in. radius curve on corners of counter exposed to traffic. Furnish and install lockable wooden gate (approximately 4 ft. wide) between open end of counter and wall. On office side of counter, install 2 tiers of adjustable finished wood shelving.

Next to the counter, provide a buzzer or doorbell that sounds in the area behind the counter to alert office personnel of visitor requiring service.

The door leading from the Reception Room to the adjacent Customs office space shall be solid core wood or hollow-core metal in frames of appropriate strength.

The lock for the door that connects the Reception Room with the adjacent Customs office shall be a lever operated, battery-operated pushbutton combination-deadbolt lock, equal to or better than the Trilogy T3 DL3500, keyed off the master and keyed separately from each other. This lock shall be operable from the egress side, without the use of any key, special knowledge or effort.

Lever-operated pushbutton combination lock, equivalent to Unican Simplex or better, controlled by a remote control release button located at the receptionist's desk. Manual override from the egress side shall be without the use of any key, special knowledge or effort.

Conference Rooms (STC-45)

These rooms shall be constructed to meet GSA office standards, with building standard solid core wood or hollow core metal doors with door frame constructed of equal strength as that of the door, standard key locking devices with cylinder lock, core and hardware. Keyed lock shall be keyed off building master system.

Partitions, ceiling, door, and penetrations, etc. shall meet a Sound Transmission Class (STC) of 45 or better. Floor covering shall be carpeting. Install dimmer switch in each room. In large conference room, install 2 voice/data outlets, 1 wall phone, 6 duplex electrical outlets. In small conference room, install 1 voice/data outlet, 1 wall phone, and 3 duplex electrical outlets.

Provide supplemental heating, air conditioning, and ventilation as determined by contractor/architect/engineer (25 in large conference room, 10 in small conference room).

Large conference room:

Furnish and install one markerboard measuring approximately six-foot wide by four foot high, equal or comparable to the oak framed Series LCS #WLCS46 Deluxe Unit Wallboard as manufactured by Claridge (see attachment).

Furnish and install one ceiling-mounted projection screen, approximately four feet wide by four feet high, equal or comparable to Luma Spring Roller Operated Classroom-size Projection Screen as manufactured by Draper.

Furnish and Install clear tempered glass partitioning with matching door between Cargo Chief Office and conference room and between conference room and open area. Each door shall be 42 in. wide.

Provide cable hookup, or RJ45 jack for video conferencing.

Business Centers (Copier/Shredder/FAX/Mailroom (STC-45)

These rooms shall be constructed to meet GSA office standards, with building standard solid core wood or hollow core metal door with door frame constructed of equal strength as that of the door, standard key locking device with cylinder lock, core and hardware unless otherwise specified. Keyed locks shall be keyed off building master system and separately from each other.

Flooring shall be vinyl tile.

This room shall have a minimum STC- 45 in partitions, ceiling, door, and penetrations.

This shall be a multi-use/common function room for the placement of a copier machine, a facsimile machine, a paper shredder, and any other office machines that need to be centrally located for general use by Customs personnel. Install one 220V, 20 amp dedicated duplex outlet for the copier. Install one 220V, 20 amp dedicated duplex electrical outlet to power a large paper shredder. The exact type and number of additional electrical outlets needed for these office machines shall be determined during layout design.

Training Room (STC-45)

This room shall be constructed to meet GSA office standards, with building standard solid core wood or hollow core metal door with door frames constructed of equal strength as that of the door, standard key locking devices with cylinder lock, core and hardware. Keyed lock shall be keyed off building master system.

Partitions, ceiling, door, and penetrations, etc. shall meet a Sound Transmission Class (STC) - 45 or better. Floor covering shall be carpeting. Provide supplemental heating, air conditioning, and ventilation as determined by contractor/architect/engineer for meetings of 40 personnel.

Furnish and install one markerboard measuring approximately six-foot wide by four foot high, equal or comparable to the oak framed Series LCS #WLCS46 Deluxe Unit Wallboard as manufactured by Claridge.

Furnish and install one ceiling mounted electric and retractable projection screen, approximately five foot wide by five foot high as manufactured by Draper or equal.

Provide dedicated standard duplex outlet for satellite hookup if required.

Install minimum of 10 NEC duplex outlets.

Install 10 voice/data outlets. Install one wall phone.

Install dimmer switch.

Break Room

This room shall be constructed to meet GSA office standards, with building standard solid core wood or hollow core metal door with door frame constructed of equal strength as that of the door, standard key locking device with cylinder lock, core and hardware unless otherwise specified. Keyed lock shall be keyed off building master system.

Flooring shall be vinyl tile.

Provide one combination sink/cabinet unit. The sink shall be stainless steel double compartment, served by hot and cold water supplies and appropriate waste and vent lines, with garbage disposal. The cabinet shall be approximately 60 inches long, 24 inches deep, and 38 inches high, with an internal adjustable shelf.

Cabinet top, edges, and backsplash shall be covered with laminated plastic. All other surfaces shall be painted or stained to complement the decor. Furnish and install matching upper cabinets 18 inches above the base cabinet, approximately 30 inches high and 13 inches deep with two internal shelves. Length of the upper cabinets shall match that of the base cabinet.

Install one dedicated duplex 110V, 20 amp GFI receptacle above the counter and another 110V, 20 amp GFI duplex receptacle next to the counter approximately 12 inches above the finished floor (for refrigerator).

Install one exhaust fan with a minimum capability of 200 CFM to remove odors. This fan shall be equipped with a manual control so the fan can be turned on and off, as needed.

Communications Room (Slab/Slab-Expanded Metal)

Construction shall be "true floor to true ceiling." Walls shall be constructed of poured-in-place, concrete tilt-up walls; cinder block; brick or steel. Gypsum board walls may be utilized, provided that they are fitted with 9-gauge expanded metal (1-1/2 inches x 2 inches max. diamond) securely fastened to the studs slab-to-slab. Gypsum board will run floor to ceiling at minimum.

Ceiling construction shall be concrete slab or 9-gauge expanded metal. If partitions to this secured room are not slab to slab, cap the partitions by creating a tamperproof ceiling reinforced with 9-gauge expanded metal (1-1/2 in. x 2 in. maximum diamond pattern), securely anchored to the walls, with a layer of gypsum board to create a finished ceiling inside the room.

Openings in any part of a secured area are not permitted unless they are protected from entry. If the opening is in excess of 96 square inches, 1/2-inch steel bars must be installed in the opening in a manner to prevent unauthorized entry.

The door shall be 1-3/4 inch 12-gauge hollow-core steel or solid wood, equipped with automatic door closer. Doorframe shall be of appropriate strength. Door hinge pins must be non-removable (e.g., peened, pinned, or spot welded).

The lock shall be a lever operated, battery-operated pushbutton combination-deadbolt lock, equal to or better than the Trilogy T3 DL3500, keyed off the master and keyed separately from each other. This lock shall be operable from the egress side, without the use of any key, special knowledge or effort.

This room shall not have windows.

This room shall have anti-static vinyl tile flooring, painted walls, and standard lighting. Install 1 dimmer switch. Install 1 convenience wall-phone outlet.

Heating and ventilation shall be capable of maintaining an operating environment with a temperature between a minimum of 60 degrees to a maximum of 75 degrees F and a humidity range of 45 to 55 percent. Temperature and humidity ranges will be maintained 24 hours a day, 7 days a week. This requirement may be accomplished by rezoning the building HVAC system to provide a separate zone with a thermostat for this room, or by installing a separate HVAC/environmental control unit, comparable or equivalent to the Liebert DataMate unit.

No electrical equipment, including transformers, other than Customs-provided equipment shall be installed inside or within 10 feet of the perimeter of this room.

Furnish and install each of the following plywood backboards with hardware that has a combined pullout force of at least 500 lbs:

On one wall, furnish and install a 3/4 in. thick, 8 ft. wide by 4 ft. high fire-rated plywood backboard for telephone equipment, smooth side facing out, with middle of board at eye level. Install dedicated quadruplex electrical outlet below center of board. Furnish and install ground fault circuit interrupter (GFCI), from ground bar or connection at top center of board to main building ground connection. Ground wire used for chassis ground must be #10 AWG, or larger, stranded copper wire. See attached cut sheet for details. Install 4-in. conduit from the main demarcation point in the building to this room to the top right side (facing) of this plywood board.

On another wall, furnish and install a 3/4 in. thick, 4 ft. by 8 ft. high fire-rated plywood backboard for data equipment, smooth side facing out, with middle of board at eye level. Install 2 dedicated NEMA 5-20R duplex outlets centered immediately below base of board.

On a separate wall, furnish and install a 3/4-in. thick, 1-ft. square fire-rated plywood backboard for the alarm panel, smooth side facing out, with base of panel approximately 50 in. above finished floor. Install dedicated standard duplex electrical outlet centered immediately below base of panel. (Customs is to provide a phone line to the alarm panel).

Depending on the location of the office space in the building, Customs radio communications technicians may also be mounting a radio console on a wall in this room. Install 1/2-in. conduit from the roof antenna or penthouse to this room, and from this room to all offices requiring radio drops (number and location to be determined on layout).

Lessor shall permit Customs to bolt racks of data equipment firmly to floor.

Depending on the layout, to enable cabling to be pulled from this room through partitions of expanded metal to other rooms, recommend installing at least 2 pipe sleeves of 8-inch long/4-inch diameter EMT conduit through the slab/slab expanded metal walls:

- 1 sleeve, installed above the data board (and above the suspended ceiling, if any) and approximately 4 inches below the hard ceiling to enable the cable to be pulled directly from this room to any adjacent rooms with expanded metal walls requiring voice/data
- 1 sleeve, installed 4 inches below the hard ceiling in the wall with the data board to enable the cable to be pulled from this room throughout the rest of the office above the suspended ceiling.
- 1 sleeve, in a wall 4 inches below the hard ceiling of any other room with expanded metal requiring voice/data

General Storage Rooms

These rooms shall be constructed to meet GSA office standards with building standard solid core wood or hollow core metal door with doorframe constructed of equal strength as that of the door, standard key locking device with cylinder lock, core and hardware. Keyed lock shall be keyed off building master system.

Flooring shall be sealed concrete, vinyl tile, or other material adequate for general storage and have a minimum floor load of 100 pounds per square foot (p.s.f.).

Architect/engineer should consult with Customs personnel to determine floor load for proposed equipment in these rooms.

Install duplex electrical outlets in those storage rooms housing electrical equipment. Number of outlets to be determined on layout.

Common Requirements for Secured Rooms

Secured Weapons Storage Room

Secured Armory Room

Secured Storage Room

Secured Drug Storage Rooms

Secured Strong Room for Temporary Storage

Construction shall be "true floor to true ceiling." Walls shall be constructed of poured-in-place, concrete tilt-up walls; cinder block; brick or steel. Gypsum board walls may be utilized, provided that they are fitted with 9-gauge expanded metal (1-1/2 inches x 2-1/2 inches max. diamond) securely fastened to the studs slab-to-slab. Gypsum board will run floor to ceiling at minimum. Ceiling construction shall be concrete slab or 9-gauge expanded metal.

The above secured rooms shall have painted walls and standard lighting.

The doors to each of these secured rooms shall be 1-3/4 inch 12-gauge hollow-core steel or solid wood, equipped with automatic door closers. Doorframes shall be of appropriate strength. Door hinge pins must be non-removable (e.g., peened, pinned, or spot welded).

The locks for each of these secured rooms shall be lever operated, battery-operated pushbutton combination-deadbolt locks, equal to or better than the Trilogy T3 DL3500, keyed off the master and keyed separately from each other. These locks shall be operable from the interior/egress side, without the use of any key, special knowledge or effort.

Openings in any part of a secured area are not permitted unless they are protected from entry. If the opening is in excess of 96 square inches, 1/2-inch steel bars must be installed in the opening in a manner to prevent unauthorized entry.

These rooms shall not have windows.

Install vinyl flooring.

The Lessor should consult with a structural engineer to recommend to Customs if there are any locations in the space capable of supporting the floor load of proposed equipment without having to perform any additional special construction to increase the floor load. Size and weight of equipment and ammunition shall be provided by Customs.

The drug storage and strong rooms require negative air pressure. In each of these rooms, install a vapor barrier on all walls and ceiling and seals on the door to confine the odors from seized drugs and evidence. Seal all cracks and crevices with appropriate caulking or insulation product. This room shall have continuous 24 hour HVAC. To prevent narcotic fumes from permeating the building, the air from this room shall not be re-circulated within the building.

- Furnish and install a GSA approved, Class V, 5 drawer storage container, with single or multiple spin dial combination locks, e.g. Mosler, Sargent & Greenleaf, MAS Hamilton X-07 (or like upgrade) **IN EACH OF THE DRUG STORAGE ROOMS.**

Note: If the container weighs less than 500 pounds empty, it shall be bolted to the floor.

Note: The Weapons Storage Room shall have 30 gun lockers installed and provided by Lessor. The Government shall provide the lessor with cut-sheets for lockers during space design.

Showers/Lockers/Restrooms

Partitions shall be slab-to-slab with moisture resistant gypsum board. Ceilings shall be compatible with the overall space and must meet the functional and environmental (moisture levels, etc.) requirements of the space. Ceiling finish shall be moisture-resistant tile. Wall finishes shall be ceramic tile on all wet walls, with enamel paint on the other walls. Doors shall be solid core wood in frames of appropriate strength with latchsets. All doors shall have door closers.

Install convenience duplex outlets in each restroom. Provide ground fault interrupting (GFI) receptacle and damp/wet location luminaries.

The room sizes, the fixture schedule, and the required number and size of toilets, urinals, and lavatories shall be provided in accordance with GSA (refer to Appendix B) and ADA standards.

Shower areas require office-type HVAC with exhaust fans (on-off switch in each room) and sealed non-slip concrete or tile floors. The exhaust system shall be sized to maintain the space under negative pressure relative to adjacent spaces and shall be exhausted directly to the outside. These areas shall contain 1 shower stall each.

Depending on layout design, privacy panels may be required to screen shower stalls. Shower areas should be combined with restrooms, if possible. Showers shall be a three-piece corner fiberglass shower wall system with molded-in soap shelves and shall measure minimum 36 in. by 36 in., complete with molded fiberglass shower floor (slip-resistant and self-caulking drain), color almond or white. Provide tempered obscure glass enclosure; handle shower valve with temperature and volume control, and showerhead with full range spray pattern adjustment. Install complete with all necessary supply drainage piping and fittings to comply with applicable codes and standards of good workmanship. Showers/restrooms shall be located contiguous to the locker rooms.

Locker rooms shall have office type HVAC and lighting, with non-slip vinyl floor covering. Walls are to be painted to standard GSA requirements. In each locker room, provide and install 25 sets of double-tier lockers and a smooth-surfaced wood dressing bench, minimum 9-1/2 in. wide by 4 ft. long, firmly anchored to the floor per manufacturer's instructions. Overall height of each bench shall be minimum 17-1/2 in. above finished floor.

Cashier Room (Slab/Slab)

The wall separating this room from customer service lobby shall be slab-to-slab, constructed with bullet-resisting material rated Type III (high-powered rifle) NIJ Standard for Ballistic Resistant Protective Materials. See attached information on ballistic-resistant protective material. In the portion of the wall that extends from the ceiling (where the anti-ballistic material stops) to the slab above, install nine-gauge diamond mesh (1-1/2 inches x 2-1/2 inches maximum diamond) expanded metal securely fastened to the studs. The remaining walls of this room shall be constructed "true floor to true ceiling." These walls shall be constructed of poured-in-place, concrete tilt-up walls; cinder block; brick or steel. Gypsum board walls may be utilized, provided that they are fitted with 9-gauge expanded metal (1-1/2 inches x 2-1/2 inches max. diamond) securely fastened to the studs slab-to-slab. Gypsum board will run floor to ceiling at minimum. Ceiling construction shall be concrete slab or 9-gauge expanded metal.

The above secured room shall have painted walls, standard lighting, and carpet.

In the wall of bullet-resisting material, furnish and install a window of bullet-resistant, polycarbonate, NIJ Type III and capable of stopping a 7.63 FMJ, 150 Grain round, fired at a test specimen from a distance of two meters, with a velocity of 2,750 FPS +50 fps, requiring five fair hits per armor specimen and allowing zero penetrations. Window shall be 3 ft. wide by 4 ft. high, with talk-through capability, set in a steel frame with height of base above finished floor compatible with ADA standards.

Immediately below the window, install a stainless steel, fixed (immobile) non-ricochet deal tray that will accommodate legal-size paper. Next to the window, provide a buzzer or doorbell that sounds in the area behind the window and in the rear part of the office (to be located at time of layout).

Openings in any part of a secured area are not permitted unless they are protected from entry. If the opening is in excess of 96 square inches, 1/2-inch steel bars must be installed in the opening in a manner to prevent unauthorized entry.

The door to this room, if on a wall without the bullet-resistant window, shall be a solid core wood or hollow core metal with steel frame, non-removable (e.g. welded) steel hinge pins, and door closer. If the door to this room is in the same wall with the bullet-resistant window, the door shall be solid core, bullet-resistant (rated NIJ Type III) with a steel frame and non-removable (e.g. welded) steel hinge pins.

The lock shall be a lever operated, battery-operated pushbutton combination-deadbolt lock, equal to or better than the Trilogy T3 DL3500, keyed off the master and keyed separately from each other. This lock shall be operable from the egress side, without the use of any key, special knowledge or effort.

Kennel/Laundry Room

This room shall function as a combination kennel/laundry room. Floor and walls should allow for ease of cleaning and shall be sealed concrete, tile, or other hard-surface material, with non-skid epoxy finish. Install 6-in. high cove base of epoxy around entire room. Install high-security deadbolt (Medeco Maxum or equivalent) in door of hollow core metal. Install 10-in. square viewing window in door. Window is to be shatterproof with wire-mesh glazing, in secure and tamperproof mountings.

Install sill cock, hose, and hose rack to facilitate cleaning kennel.

Along one wall, install a mark-resistant kennel counter (height and length to be determined) with stainless steel utility sink, and storage cabinet below. Ensure potable water is available at all times.

In floor, install stainless-steel drain with paw protector shield. Floor will be sloped/pitched toward the floor drain to provide proper drainage. Drainage pipe from kennel will be a minimum of 6-inch diameter and feed into a 10-inch diameter pipe.

Install dimmer switch, minimum 30 foot candles.

Install one exhaust fan exhausted to the outside to remove odors. This fan shall be equipped with a manual control so the fan can be turned on and off, as needed. To prevent odors from permeating the building, the air from this room shall not be re-circulated within the building.

SECURITY SYSTEMS INSTALLATION REQUIREMENTS

A two-dialer system is required: the primary, a dedicated phone line; for the secondary, a cellular alarm transmission system (Telguard Model T-1630MA or equivalent) is preferred, although a second dedicated phone line is acceptable. If cellular is used, ensure the module purchased will work in the geographic area.

Acknowledgment of an alarm condition by the Central Monitoring Station must take place within 30 seconds of the alarm. The Central Monitoring Station must dispatch the correct response (law enforcement, duty agent, etc.).

Equipment shall be UL approved (or equivalent).

If the secure area has a false ceiling or floor that provides a means for surreptitious entry, a separate zone on the IDS shall be installed covering the area between the false and true ceiling and false ceiling and true floor.

Keypads must be located inside the area they protect, programmed with a thirty-second delay.

All control units will be located with the area protected by the alarm system.

All systems will be tested quarterly; i.e. doors opened and volumetric sensors walk tested. A record of these tests must be maintained.

All components shall be installed in a manner to prevent access or removal from a location external to the protected zone.

All alarm systems shall be capable of operating from commercial AC power. In the event of commercial power failure, provisions will be made for automatic switchover to emergency power, and back to commercial power without causing an alarm. A signal will be presented to the monitoring location indicating when the system has lost power. When batteries are used for emergency power, they will be maintained at full charge by automatic circuits.

Emergency power must be capable of operating the system for a minimum of four hours.

Volumetric sensors employed in the alarm system must be placed so that the most likely intruder motions are detected.

All perimeter sensors and control units will be equipped with tamper detection.

Panic alarms must be connected to a Class A central monitoring station.

All alarm wiring leaving the controlled area shall be equipped with Class A electronic line supervision, as follows:

Class A – Pseudo-Random digital and tone-wire transmitted preferred.

This system will transmit over wire a pseudo-random generated tone or tones or digital type modulation. This system will use either an interrogation and replay scheme or a synchronization scheme. The signal between the protected premises and the monitor location shall not repeat itself within a six-month period. A line supervision alarm signal shall cause a lock-in condition, which shall be transmitted to the monitor location in not more than 30 seconds. If the above conditions cannot be met, then a UL approved system with commercial Grade A service and Grade AA transmission will be acceptable. It shall not be possible to compromise Class A systems by the use of resistance, voltage or current substitution techniques.

A thorough demonstration of sensors proposed by a contractor, careful review of proposed placement, and careful testing following installation are required procedures in the acquisition of an adequate IDS.

At a minimum, CCTV will monitor the cashier's office – one camera focusing on the window from the lobby side, and one inside the cashier's office focusing on the window from the inside. Monitor(s) should be 19 inch. Location of cameras and monitor(s) shall be determined on layout.

A Digital Video Recorder, comparable to Philips LTC 3995 Series, will be required for recording CCTV images. CCTV images must be retrievable and operable over weekends and holidays. Detailed requirements follow below.

SECURITY SYSTEM DETAILED WORK ITEMS

At a minimum balanced magnetic contacts shall protect all perimeter doors and doors to the communications room, secure file room, secure weapons/ ammunition room, secure electronics equipment workroom, and secure non-drug evidence room.

There shall be digital keypads at designated entries for arming/disarming the alarm system, as indicated on the layout. Keypads shall be inside Customs space.

All perimeter windows on the ground floor shall have glass-breakage sensors (Sentrol Shatter Pro or equivalent) connected to the main alarm system and shall be coated with security glazing, 5-8 mm. thickness, Mylar or equivalent. These glass breakage detectors must be connected to a Class A central station monitoring facility.

If coaxial cable is used for transmission of the video signals, only all copper RG59U should be used. Any copper clad steel, aluminum, or foil-based coax is not an acceptable alternative:

Dual tech passive infrared (PIR) shall be installed in the interior areas designated on the layout. They can be either wall or ceiling mounted or in combination if necessary, as long as they cover the area behind the doors they are intended to protect. For wall mounts, install dual tech Sentrol T270. For ceiling mounts, install dual tech Sentrol 2T360.

The following rooms shall be set up on a 24-hour zone with their own separate keypads:

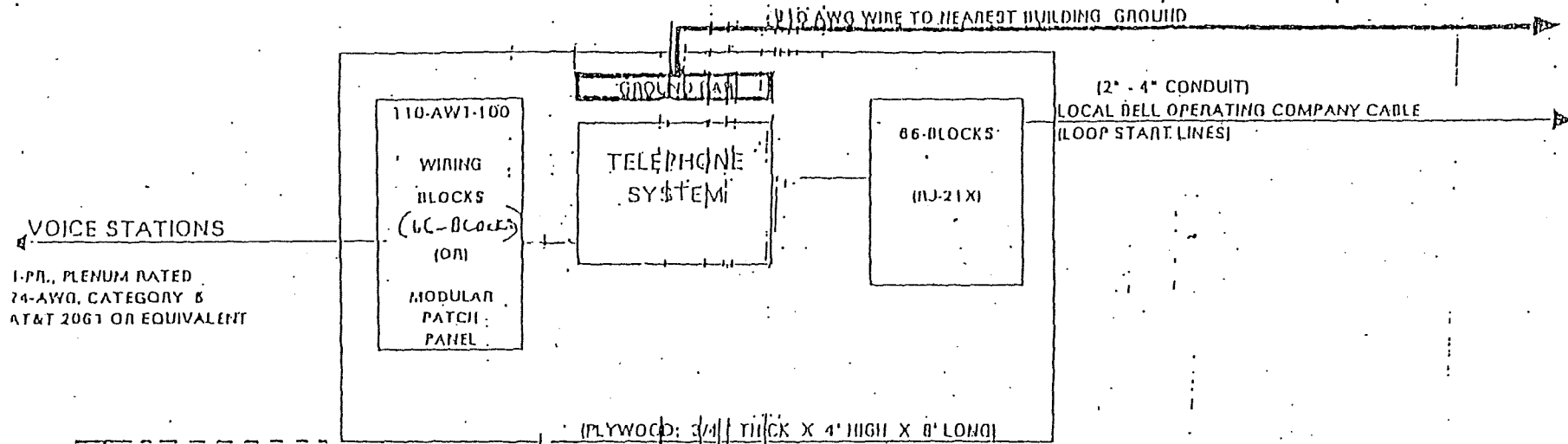
- Secured Weapons Storage Room
- Secured Armory Room
- Secured Storage Room
- Secured Drug Storage Rooms
- Secured Strong Room for Temporary Storage
- Communications Room
- Cashier's Room

Audible panic alarm buttons shall be installed in the receptionist workstation and in the cashier's office. The audible annunciators shall sound throughout the office space, designated on the layout, as well as at the central monitoring station.

NOTE: Appendix "A" contains security requirements for the SFO Air Cargo Facility space improvements that may be in addition to the requirements contained in the room descriptions above or in Appendix "B" Additional Specifications. In the event of any discrepancy between any of the requirements, the requirements in Appendix "A" shall prevail or the Lessor can request written clarification from the U.S. Customs Service. Both Appendix "A" and "B" are attached hereto and made a part hereof.

TELECOMMUNICATIONS ROOM EQUIPMENT AND WIRING DETAILS

ANSI/TIA/EIA 607
↓



VOICE STATIONS

1-PB., PLENUM RATED
24-AWG, CATEGORY 5
AT&T 2061 OR EQUIVALENT

110-AWT-100
WIRING
BLOCKS
(6C-Block)
(OM)
MODULAR
PATCH
PANEL

TELEPHONE
SYSTEM

66-BLOCKS
(RJ-21X)

(PLYWOOD: 3/4\"

(2\" - 4\" CONDUIT)
LOCAL BELL OPERATING COMPANY CABLE
(LOOP START LINES)

PLYWOOD INSTALLED HORIZONTALLY APPROXIMATELY
24\" - 30\" ABOVE FLOOR LEVEL

A.C. POWER
DEDICATED
ISOLATED GROUND
20 AMP

A.C. POWER
DEDICATED
ISOLATED GROUND
20 AMP

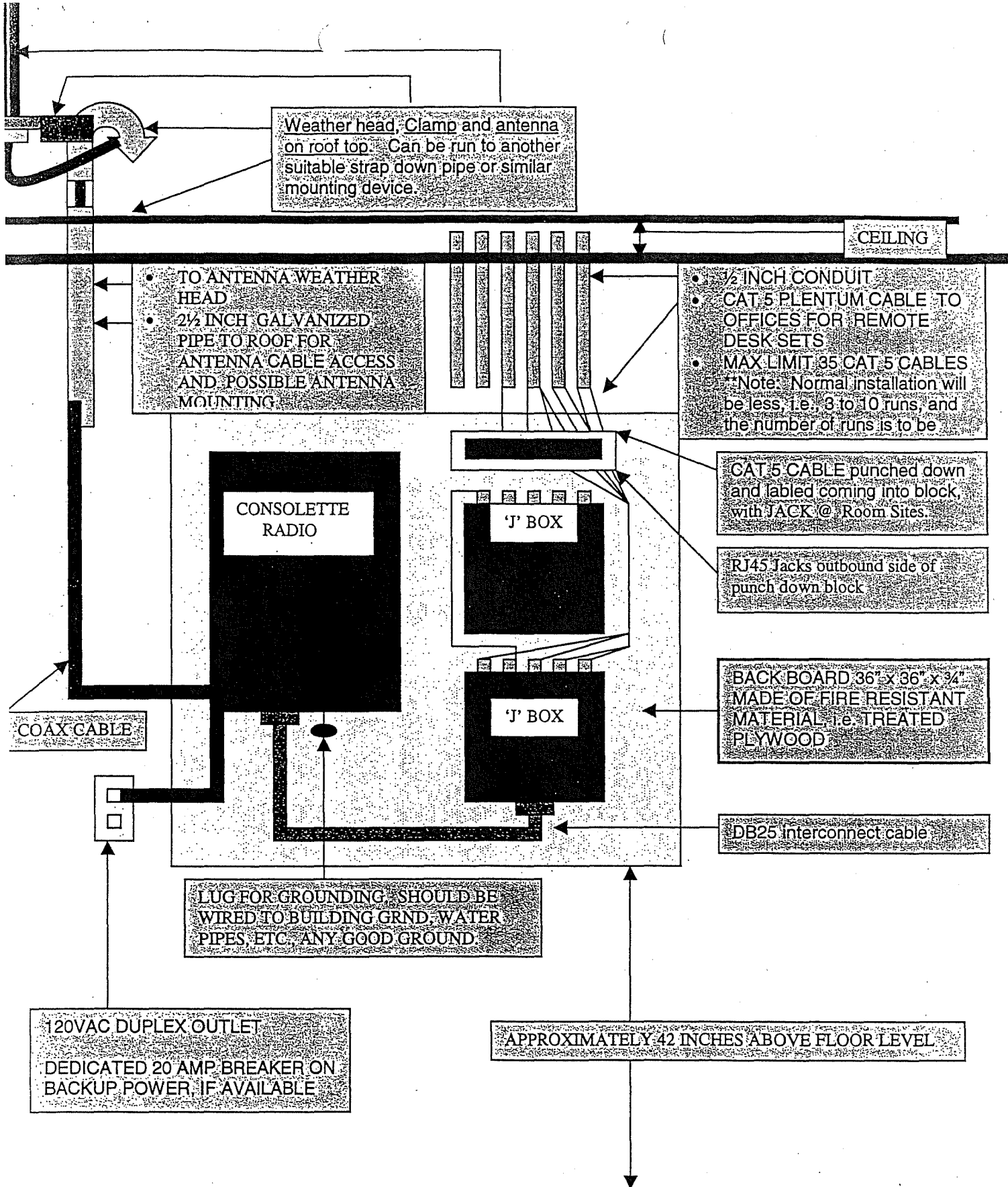
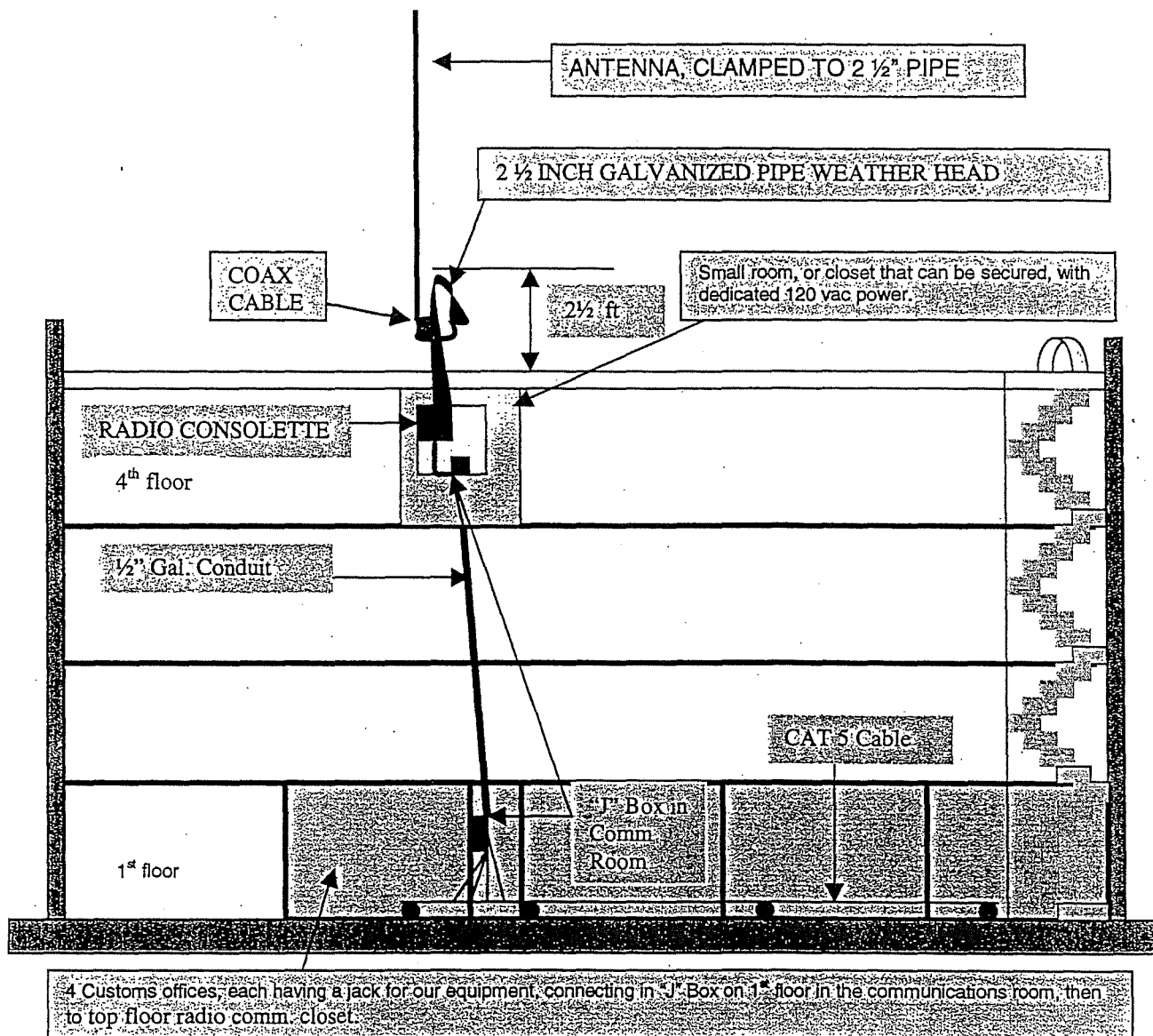


DIAGRAM FOR SINGLE FLOOR, OR TOP FLOOR, INSTALLATIONS (IN COMM ROOMS)

- Can be installed in computer areas with out harm to computers, but computers with clock speeds of 66 through 133 MHz tend to mix with our signals, in some cases. We can shield our units to counter this interference.

MULTI-FLOOR ANTENNA ROOF MOUNTING ON WEATHER HEAD PIPE



- ◆ IN **MULTI-FLOORED STRUCTURES**, IF OFFICE-SPACE IS NOT AVAILABLE ON THE TOP FLOOR, THE RADIO CONSOLETTE WILL NEED TO BE LOCATED EITHER ON THE TOP FLOOR* (IN A CLOSET), OR ON THE ROOFTOP IN A WEATHERPROOF RADIO BUILDING/HUT. THESE LOCATIONS MUST BE A SECURE ROOM/AREA (LOCKED) WITH CONTROLLED ACCESS. CASES WHERE THERE IS NO SPACE AVAILABLE ON THE TOP FLOOR OR ROOFTOP WILL HAVE TO BE STUDIED AND ADDRESSED BY ONE OF OUR TACTICAL COMMUNICATIONS OFFICERS. Call 1-800-973-2867 ext. 1996 for the TCO for the area.
- ◆ A SEPARATE DISTRIBUTION 'J' BOX AND MOUNTING BOARD WILL BE REQUIRED LOWER FLOOR. MADE OF 24" X 24" X 3/4", FIRE RESISTANT PLYWOOD AND LOCATED APX. 42 INCHES ABOVE FLOOR LEVEL. A DEDICATED 120VAC DUPLEX OUTLET IS REQUIRED.
- ◆ THE 1/2 INCH CONDUIT WILL BE A CONTINUOUS RUN, BETWEEN THE RADIO AND THE 'J' BOX DISTRIBUTION ROOM (LOWER FLOOR) AND HAVE TWO PULL LINES, WITH A LIMITED NUMBER OF 45 DEGREE BENDS, OF A MINIMUM OF 8 INCHES OVER THE BENDS.
- ◆ CAT 5 CABLE WILL BE "PLENUM" CABLE

APPENDIX "A"
PHYSICAL SECURITY REQUIREMENTS
Pages 1 through 21

GENERAL

The U. S. Customs Service, Security Management Branch determines the proper security classification level for all Customs facilities.

There are three security levels assigned to U. S. Custom's facilities; Levels I, II and III. Level I represents the minimum-security level, Level II represents medium security, and Level III represents the maximum security afforded to Customs facilities.

The SFO Air Cargo Facility is categorized as a Level II Customs facility in accordance with the Physical Security Handbook, dated April 2000.

LEVEL II (Medium-security level)

Level II facilities typically include, but are not limited to Border-Crossing stations, Area Director's offices, Federal Inspection Service (FIS) areas, International Airports, and Cargo Inspection Facilities (Sea, Air, Land and Rail). Depending on the particular office's functions and responsibilities, these sites could be classified as Level III.

The SFO Air Cargo Facility contains various "Restricted" and "Secured" areas as described below:

RESTRICTED AREAS

A restricted area is a facility, area or room, to which access is restricted to authorized personnel only. The senior Customs official on site will determine the use of restricted areas. The use of restricted areas is an effective method of controlling movement of individuals, and eliminating unnecessary traffic through critical areas. Restricted areas decrease the opportunity for unauthorized disclosure of information or removal of property.

SECURED AREAS

A secured area is a specialized building, area or room that lies within a restricted area. A secured area can be an entire building that lies within a fenced-in perimeter. Examples of secured areas include, but are not limited to:

- a. Law enforcement data centers
- b. Narcotics storage areas

- c. Seized property storage areas
- d. Evidence rooms
- e. Centralized Examination Stations (CESSs)
- f. Intelligence offices
- g. Communications centers
- h. Sensitive Compartmentalized Information Facilities
- i. Air/Marine operations centers
- j. Any area where sensitive or classified discussions take place on a regular basis
- k. Mail facilities/Mail rooms
- l. Federal Inspection Service (FIS) Areas
- m. Vaults/storage rooms (Technical equipment/Weapons/Ammunition)
- n. Express Consignment Operation facilities
- o. Customs Offices of Laboratories and Scientific Services (Labs)
- p. Cashiers/teller cages
- q. General Order (G.O.) storage areas
- r. Local Area Network (LAN) rooms
- s. Telephone switch rooms
- t. Other areas as identified by management

These secured area examples are not all-inclusive and do not suggest that a particular facility must be in a certain level. The physical security level of a particular facility will be determined by the SMB, at the time of new construction or renovation. Changes in the security level of the facility will be determined on a case-by-case basis by the SMB. Coordination between the SMB, Logistics Division, and the senior Customs official on site will be necessary to ensure that the proper security level is assigned to the individual facility.

Certain highly specialized facilities/areas may require additional security construction enhancements. Examples of specialized facilities/areas include, but are not limited to: seizure vaults, detention cells, LAB's, K9 Training Aid Storage Areas, and SCIF's.

CONSTRUCTION REQUIREMENTS

Based on the Physical Security Category of the SFO Air Cargo Building, Level II facility, the following outlines the construction requirements for Security Level II. Specific areas such as restricted areas, secured areas, vaults/storage rooms, strong rooms, classified document storage rooms/containers, and cashier/teller operations are described in this section.

1. Perimeter walls shall be constructed slab to slab. The perimeter walls construction must be of plaster, gypsum wallboard, metal panels, hardboard, wood, plywood, or other opaque materials offering resistance to, and evidence of unauthorized entry into the area. If insert type panels are used, a method shall be devised to prevent the removal of such panels without leaving visual evidence of tampering. Wall construction must extend from "true floor to true ceiling". When walls extend to a suspended to a suspended (false) ceiling, the area above the suspended (false) ceiling must be secured by 9-gauge expanded metal. The 9-gauge expanded metal must be secured in such a manner that removal will show evidence of tampering. The expanded metal shall be in a 1-1/2 inches by 2 inches diamond pattern. The use of above wall volumetric motion detectors connected to a Class A Central Monitoring Station is not permitted in a Level II facility. When sound attenuation is an issue for a facility, the 9-gauge expanded metal will have to be augmented with other building materials to ensure an approved Sound Transmittal Class (STC) rating.
2. Perimeter doors must be 1-3/4 inches thick and constructed of solid wood or 12-gauge steel clad, hollow core metal door. Door frames must be constructed of equal strength as that of the door. All exterior perimeter doors must be equipped with dead bolt locks equipped with a manipulation resistant cylinder (e.g., brand name MEDECO or equivalent). Keys must be "off the building master" (not keyed like any other tenant's keys) in facilities that are not solely occupied by Customs. Coordination must be made with the local fire marshal before construction to determine compliance with building code(s) associated with National Fire and Safety Association 101 (NFPA 101).

The deadbolt locks must have at least a 1-inch throw. Lock hardware placed on wood doorframes must be secured with stainless steel screws at least 3-inches long. Double doors must have at least one door secured from the inside with sliding deadbolts (e.g., Sargent and Greenleaf, model SM181) at the top and the bottom. Astragals (Overlapping molding, preferably metal) must be used to inhibit access to lock bolts. Perimeter door hing pins must be nonremovable (peened, pinned, or spotwelded) or installed inside the room.

3. Windows must contain locks that are not susceptible to manipulation from the exterior. The lock must be of a type that requires the user to throw a bolt or latch or to slide a handle to lock or unlock the window. Spring-loaded latches are not acceptable. During non-duty hours, the windows must be closed and securely fastened. Where there are Customs occupied office spaces on the first floor of a Level II facility and there are 96 square inches or greater of expansive glass exposed to the perimeter, glass breakage detectors must be installed in conjunction with a perimeter Intrusion Detection System (IDS) connected to a Class A Central Monitoring Station.
4. Intrusion Detection System (IDS). The exterior perimeter doors, walls and ceilings must have an IDS, and this IDS must be connected to a Class A Central Monitoring Station. There must be a backup method of communication set up with the Central Monitoring Station, e.g. a wireless phone link (such as cellular) or an extra analog/digital telephone line so that if a telephone line is cut or otherwise interrupted, an alarm is activated at the monitoring company. Acknowledgement of an alarm condition by the Central Monitoring Station must take place within 30 seconds of the alarm. The Central Monitoring Station must dispatch the correct response (law enforcement, duty agent, etc.). For additional information regarding IDS, please see Part 6.3.
5. All technical equipment rooms, seized property rooms and government owned firearms storage rooms will meet the requirements of a Secured Area as described in the handbook.

RESTRICTED AREAS

A restricted area is a facility, area or room to which access is restricted to authorized personnel only. The senior Customs official on site will determine the use of restricted areas. Restricted areas are effective methods of controlling movement of individuals and eliminating unnecessary traffic through critical areas, thereby decreasing the opportunity for unauthorized disclosure of information or removal of property.

Facilities/areas/rooms designated as restricted areas must be prominently posted with signs indicating such, and must also be marked with names and telephone numbers of responsible personnel to be contacted if the room is found open. These signs must be bilingual in appropriate locations on the northern and southern borders.

Fenced areas should have gate areas posted with signs 3 feet by 3 feet with lettering of contrasting color to the background and at least 1-inch high and ½ -inch wide. At intervals of about 30-feet, signs bearing the following must be posted on fences:

WARNING
RESTRICTED AREA - KEEP OUT
AUTHORIZED PERSONNEL ONLY

IT IS UNLAWFUL TO ENTER THIS AREA WITHOUT PERMISSION OF THE UNITED STATES CUSTOMS SERVICE. ALL PACKAGES, BRIEFCASES, AND OTHER CONTAINERS BROUGHT INTO OR BEING REMOVED FROM THIS AREA ARE SUBJECT TO INSPECTION (41 CFR 101-20.301). ALL PERSONNEL AND PROPERTY UNDER THEIR CONTROL WITHIN THIS RESTRICTED AREA MAY BE SUBJECT TO SEARCH [INTERNAL SECURITY ACT OF 1950 SECTION 21; 50 USC 797 (1976)].

Restricted Areas shall be separated from non-restricted areas by physical barriers that will control access. Floor to ceiling partitions, bank-type partitions, portable dividers and screens, rows of file cabinets or similar barriers may suffice for this purpose, dependent upon the nature of the operation. Ropes and stanchions are not acceptable.

The number of entrances will be kept to a minimum and each entrance must be controlled. Adequate control will be provided by locating the desk of a supervisor or other responsible employee at the entrance to assure that only authorized persons enter. Where feasible, counters may be installed to provide service to employees who need not actually enter the area.

Most Restricted Areas will be expected to meet Secured Area requirements of this handbook, unless it can be shown that this is unnecessary or not possible. However, in no case will the type of construction used reduce the degree of protection required of items within the area. The Headquarters and Regional Physical Security Specialists shall be advised of all Restricted Areas not meeting Secured Area requirements.

Use of a Restricted Area register for sign-in/sign-out will be at the discretion of management based on local conditions. Such conditions will include size of the area, number of required entrances, physical configuration, number of visits by persons not normally assigned, and the location in relation to other work areas.

If management determines a restricted area register must be maintained, it will be located at each entrance of each restricted area determined to require it. Each person entering who is not assigned to the area will fill out the register in ink. The entry control person will verify the name and signature and will note the time of entry and departure. The supervisor responsible for the area will determine criteria for entry authorization. A prepared list of those with access may be necessary.

SECURED AREAS

A secured area is a specialized building, area or room that lies within a restricted area. A secured area can be an entire building that lies within a fenced-in perimeter.

a. WALLS

(1) Construction shall be slab to slab. Walls will be constructed of poured in place, concrete tilt-up walls; cinder block; brick or steel. Gypsum board walls, 5/8-inches thick, may be utilized, provided that they are fitted with 9-gauge expanded metal affixed to the wall studs. The expanded metal shall be in a 1-1/2 inches by 2 inches diamond pattern.

b. DOORS/LOCKS

(1) Perimeter doors must be 1-3/4 inches thick and constructed of solid wood or 12-gauge steel clad, hollow core metal door. Doorframes shall be of appropriate strength. The perimeter doors should be equipped with a deadbolt lock with manipulation resistant cylinders (e.g., brand name MEDECO or equivalent). Keys must be "off master" in buildings shared with other entities. Coordination must be made with the local fire marshal before construction, to determine compliance with building code(s) associated with National Fire and Safety Association 101 (NFPA 101). The deadbolt should have a minimum 1-inch throw. Lock hardware placed on wood doorframes must be secured with stainless steel screws at least 3-inches long.

(2) Double doors should have at least one door secured from the inside with sliding deadbolts (e.g. Sargent and Greenleaf model SM181) at the bottom and top. Astragals (overlapping molding, preferably metal) should be used to inhibit access to lock bolts.

(3) Door hinge pins must be non-removable (peened, pinned, or spot welded) or installed inside the room. All perimeter doors must have door closers.

(4) To facilitate daily operations, an access control device or system may be utilized. Examples such as mechanical push-button locks, electronic push button locks, digital touch pads with key override and proximity card readers may be utilized to augment the deadbolt lock. During non-working hours, the deadbolt lock will be engaged.

c. WINDOWS

(1) Windows will be non-removable double pane and sealed. Window must have locks that are not susceptible to manipulation from the exterior. The lock must be of a type that requires the user to throw a bolt or latch, or to slide a handle to lock or unlock the window. Spring-loaded latches are not acceptable. During non-duty hours the windows must be closed and securely fastened. Glass break detectors covering the windows shall be an integral element of the IDS.

d. CEILINGS

(1) Construction shall be concrete slab or 9-gauge expanded metal. The expanded metal shall be in a 1-1/2 inches by 2 inches diamond pattern.

e. INTRUSION DETECTION SYSTEM (IDS)

(1) A Secured Area must have an Intrusion Detection System linked to a Class A Central Monitoring Station. If the office or building has an IDS, the Secured Area IDS may be linked to that IDS, as a separate zone (see Part 6.3).

f. OPENINGS IN SECURED AREAS

(1) Openings in any part of a secured area are not permitted unless they are protected from entry. If the opening is in excess of 96 square inches, ½-inch steel bars must be installed in the opening in a manner to prevent unauthorized entry.

PARTS 4.7- 4.10 PERTAIN TO THE PERMANENT OR TEMPORARY STORAGE OF SEIZED DRUGS (NARCOTICS/CONTROLLED SUBSTANCES), WEAPONS, AMMUNITION, AND OTHER HIGH VALUE ITEMS. TEMPORARY STORAGE REFERS TO STORAGE OF 72 HOURS OR LESS, AND PERMANENT STORAGE REFERS TO STORAGE OF MORE THAN 72 HOURS.

4.7 VAULTS AND STORAGE ROOMS FOR PERMANENT STORAGE

A permanent vault must be either constructed or modular, in compliance with Parts 4.7a and 4.7b, below.

a. Vaults for Permanent Storage

This section specifies the standards for the construction of vaults and seized property rooms used as permanent storage facilities. These standards apply to all new construction, reconstruction, alterations, modifications, and repairs to existing vaults. All permanent storage vaults must have an Intrusion Detection System (IDS) (see Part 6.3), an Access Control System (ACS) (see Part 6.4), and a Closed Circuit Television System (CCTV) (see Part 6.7).

(1) Floors, Walls and Ceilings (New Construction)

The construction will consist of reinforced concrete with a minimum thickness of 8-inches. The concrete mixture will have a minimum compressive strength of at least 3000-psi at 28 days curing. Reinforcing will be accomplished with 2 grids of #5 Rebar, a minimum of 5/8-inch diameter, positioned centrally in the concrete pour and spaced horizontally and vertically 6-inches on center. The bars will be tied together in the contiguous walls and firmly anchored in the floor and ceiling.

If concrete can not be poured due to location, space parameters, or other similar compelling reasons, the walls shall be constructed of 8-inch concrete blocks (cinder block is not acceptable). The concrete blocks shall be reinforced with #6 Rebar set vertically, 6-inches on center. The holes in the blocks through which the Rebar is set must be completely filled with concrete so that the Rebar is firmly anchored.

(2) Floors, Walls and Ceilings (Existing Structures)

Existing floors, walls and ceilings not meeting the standards of new construction (minimum thickness of 8-inches) can be modified by the addition of steel plating, a minimum of ¼-inch thick. The steel plates are to be welded at 6-inches on center, vertically and horizontally, with 1-inch welds to supporting steel members of a minimum thickness equal to that of the plate. If the supporting members are to be placed in a contiguous floor and ceiling of reinforced concrete, they must be either firmly anchored to and/or embedded into the floor and ceiling. If the floor and/or ceiling construction contains less than 8-inches of reinforced concrete, then a steel liner, a minimum ¼-inch thick, must be installed on the inside floor and/or ceiling. If existing construction is less than 8-inches of reinforced concrete, equivalencies can be attained through the waiver process. Please see Part 1.6 of this handbook.

(3) Vault Doors

The vault shall be equipped with a GSA approved Class V single or double leaf metal door, e.g. Overly, Mosler, or Hamilton.

(4) Vault Lock

The vault shall be equipped with a MAS-Hamilton X-07 combination lock, or like upgrade.

(5) Emergency Exit

Vaults will not contain an emergency exit unless mandated by local fire code(s).

If it is determined that a second means of egress is required, it shall consist of an approved Department of State (DOS) 15 minute Forced Entry (FE) resistance emergency exit door, e.g. Norshield NS1400-S.

(6) Exit Hardware

If the emergency exit door is mandated (see (5) above), it shall contain a high security exit panic device, e.g. Von Duprin Model EE99EO, D-Tex panic emergency exit device. The door shall not contain any exterior hardware.

(7) Vault Vestibule

A vestibule is required in a vault when access to the vault or secured area is in public view. If a vault contains a vestibule, the entrance portal shall contain a 12-gauge hollow metal door and frame. The door shall be equipped with a tamper resistant MEDECO D-11 (or equivalent) deadbolt and keyed lock set.

At large vaults, an overhead door leading from the vestibule to the exterior may be installed.

Overhead doors will be the roll up, flush fitting type. The door will be metal, dual slat manufactured with 12, 14, or 16-gauge exterior slats and 18, 20, 22, or 24-gauge interior slats with insulated centers. The doors are to be factory fitted with a slide bolt that can be extended through each of the metal slide rails. Each slide bolt will be fitted to the door within 6-inches of the floor and designed to accommodate the use of a high security padlock. A dealer after-market, manufacturer approved slide bolt locking system will be acceptable. The doors will be fitted with the appropriate electric motor system supplied by the manufacturer. The motor system shall have a manual override feature in the event the motor fails. Chains used to operate the door manually shall be of such a length that the door can be easily operated from the floor. An eyebolt will be affixed into the concrete in the area of the chain to allow the use of a high security padlock as an additional security feature. The electric control buttons and the manual override feature will be located so that they cannot be reached by cutting a hole through the door.

(8) Storage Rooms within a Vault

When the vault is segmented into separate storage areas, each storage area will have a separate zone on the IDS. Additionally, there will be sufficient CCTV coverage for each storage area (e.g. in the aisles between shelving). CCTV coverage will depend on the configuration and layout of the vault. SMB can be consulted for CCTV specifications.

(9) Vault Openings (ventilation ducts, wire runs, etc.)

Openings in any part of a permanent storage vault are not permitted unless they are protected from entry. If the opening is in excess of 96 square inches, steel bars (Rebars) must be installed in 2 directions forming a grid. The bars must be #5 Rebar and configured so that their centers are 6-inches apart in each direction when concrete is used. The bars must be #6 Rebar and configured so that their centers are 8-inches apart vertically when masonry is used.

If the opening is to contain ducts, piping and/or wiring conduits, they shall pass through snug fitting sleeves at the time of construction. If the opening contains a duct in excess of 96 square inches, the Rebar described above must be installed. All minor openings between pipes, conduit, ducts and sleeves shall be caulked.

(10) Windows

(New construction)

No newly constructed vaults shall have windows in the interior vault area. However, vault vestibule areas may have windows on exterior walls. If a vault location has a vestibule with a window on an exterior wall, it shall be of a ballistic resistant material rated at National Institute of Justice type III or greater, and measures shall be taken to prevent visual surveillance of the activities within the facility. A steel barred frame consisting of number 5 Rebar (5/8-inch diameter) formed steel, located on 6-inch

horizontal rows, shall be mounted to the frame and anchored on the window's interior side.

(Existing Construction)

Existing windows shall contain a steel barred frame.

(11) Exterior Lighting

All vaults (permanent, modular, and temporary) shall be illuminated sufficiently on the exterior to deter unauthorized entry and illegal activity. Adequate lighting shall be maintained during non-operating hours to insure adequate luminance for CCTV monitoring, or infrared/motion sensor cameras will be used. For further details, see Part 6.2.

(12) Closed Circuit Television (CCTV) (see Part 6.7 for additional information)

CCTV cameras will cover the entire vault to include: all vault/vestibule entrances, vault/vestibule interiors, security cages, storage rooms within a vault, and the vault exterior area. The facility's responsible official shall determine the exact camera location(s) with recommendations made by the SMB, Regional Physical Security Specialist, or vendor. The CCTV system shall be linked to a video recorder and the location of the recorder shall be determined by the Port Director. Recorded videotapes shall be maintained for a minimum 30 days after the date of the last recording, before being reused.

(13) Fences

Stand alone vault facilities must be secured with a perimeter fence.

The perimeter fence must meet or exceed the specifications included in Part 6.6 of this handbook. At no time shall a perimeter wall of a facility be substituted for a complete perimeter fence. The perimeter fence should be located 30-feet away from the vault, when possible.

b. Modular Vaults

Modular vaults shall be used to meet special requirements, i.e. short installation time, space, weight requirements and under special circumstances, in the absence of a permanent vault. Modular vaults shall meet the Underwriters Laboratories (UL) standard 608 for class M, 15 minute forced entry, and the walls; ceilings and floors shall meet the construction standards of a permanent vault.

SEIZED PROPERTY ROOMS FOR PERMANENT STORAGE

Seized Property Rooms: All permanent seized property storage rooms must have an IDS, an Access Control System, and CCTV monitoring. Please refer to Parts 6.3, 6.4, and 6.7 of this handbook. The following standards apply to all permanent seized property rooms located within Customs facilities:

a. Seized Property Rooms

(1) Seized Property Rooms must meet the standards of a secured area. Perimeter walls shall be constructed slab to slab and be constructed of masonry block, brick, or Gypsum partitioning with 1 layer of 5/8-inch Gypsum board on each side of the stud and 1 layer of 9-gauge expanded metal on the inside of the area. The expanded metal shall be in a 1-1/2 inches by 2-inches diamond pattern. The expanded metal will be attached to metal supports and spot welded at 6-inch intervals. If wood supports are used to attach the expanded metal, the support shall be no less than 2-inches by 4-inches. The expanded metal shall be securely anchored to the wood support by stainless steel screws and washers, the screws being no less than 3-inches in length. The screws and washers will be installed at no less than 6-inch intervals. The expanded metal shall be affixed in a manner to prevent tampering or to show evidence of attempts of removal.

(2) Ceiling: The ceiling shall be reinforced with 9-gauge expanded metal as defined in paragraph (1) above.

(3) Door/Frame: The door and frame will be 12-gauge, steel clad, hollow core, and metal.

(4) Hinges: Hinge pins shall be non-removable (pinned, peened or spot welded) or installed on the door interior.

(5) Lock: The lock shall be a manipulative resistant deadbolt (MEDECO or equivalent).

(6) IDS: The seized property room shall have an IDS. Examples of IDS systems include balanced magnetic switches, dual technology volumetric motion detectors and CCTV. This IDS will be connected to a Class A central station monitoring facility. There must be a backup method of communication set up with the Central Station, e.g. a wireless phone link (such as cellular) or an extra analog/digital telephone line so that if a telephone line is cut or otherwise interrupted, an alarm is activated at the monitoring company. Acknowledgement of an alarm condition by the Central Monitoring Station must take place within 30 seconds of the alarm. The Central Station must dispatch the correct response (law enforcement, duty agent, etc.). For additional information on IDS, please see Part 6.3.

(7) Access control: To facilitate daily operations, an access control device will be used at all seized property rooms. Examples such as mechanical push button locks; electronic push button locks and proximity card readers may be utilized to augment the deadbolt lock. During non-working hours, the deadlock will be engaged.

THE TERM "STRONG ROOM" APPLIES TO STORAGE ROOMS LOCATED AT OLDER CUSTOM HOUSES AND PORTS OF ENTRY.

STRONG ROOMS MAY BE USED AS A PERMANENT OR TEMPORARY STORAGE FACILITIES. PORT DIRECTORS WILL DETERMINE THE USE OF STRONG ROOMS, E.G. PERMANENT OR TEMPORARY STORAGE. IF USE WILL BE PERMANENT STORAGE, THE STRONG ROOM MUST MEET THE CONSTRUCTION STANDARDS DESCRIBED IN PART 4.7. IF USED AS A TEMPORARY STORAGE FACILITY, THE FOLLOWING STANDARDS APPLY:

- (1) Strong rooms must be lined with steel or 9-gauge expanded metal. The expanded metal shall be in a 1-1/2 inches by 2-inches diamond pattern.
- (2) The outer door shall have an integral three-position, spin dial combination lock.
- (3) If equipped with an inner door, the door shall have either a three position, spin dial combination lock or key deadbolt lock.
- (4) If the inner door is equipped with a key lock it shall be keyed off the building master. The keys shall be secured in a GSA approved Class V security container.
- (5) If a strong room, designated to be used as permanent storage, cannot meet the construction standards of permanent storage (Part 4.7) of this handbook because of national historic status, then a request for a waiver must be submitted to the Assistant Commissioner, Office of Internal Affairs, pursuant to Part 1.6 of this handbook.
- (6) Strong Rooms must have an IDS. The IDS will be connected to a Class A Central Monitoring Station. There must be a backup method of communication set up with the Central Monitoring Station, e.g. a wireless phone link (such as cellular) or an extra analog/digital telephone line so that if a telephone line is cut or otherwise interrupted, an alarm is activated at the monitoring company. Acknowledgement of an alarm condition by the Central Monitoring Station must take place within 30 seconds of the alarm. The Central Monitoring Station must dispatch the correct response (law enforcement, duty agent, etc.). For additional information regarding IDS, please see Part 6.3.

SECURITY CONTAINERS AND SAFES FOR TEMPORARY STORAGE

Security containers and safes should be located within a secured or restricted area.

- a. Existing containers shall be GSA approved, Class V, 2 or 5 drawer storage containers, with single or multiple spin dial combination locks, e.g. Mosler, Sargent & Greenleaf, MAS Hamilton X-07 (or like upgrade).

- b. New containers will meet the requirements of Part 4.10 (a) above, and must withstand 10 minute forced entry.

NOTE: If the container weighs less than 500 pounds empty, it shall be bolted to the floor.

If a particular location cannot place a security container or safe in a restricted or secure area, please refer to Part 1.6.

SENSITIVE COMPARTMENTALIZED INFORMATION FACILITIES (SCIFs)

Any Customs component planning construction of a SCIF must notify the Internal Affairs SMB, prior to any procurement or contracting activity. The SMB will act as the point of contact with the SCIF accreditation authority, which is either the Department of the Treasury or the Central Intelligence Agency through the Department of the Treasury, depending upon clearance level.

CASHIER/TELLER AREAS

a. General

(1) Teller operations are defined as areas where monies, fees, tariffs, fines, penalties, and collections are transacted between the public and Customs personnel. The exact construction of the teller area and the type of security containers needed will depend on the average daily holdings, the location of the U.S. Customs Service office, and other considerations. Headquarters and/or regional physical security specialists must be consulted before any new area is anticipated or any change to an existing teller area is made.

b. Physical Security for Teller Operations

(1) Perimeter walls for teller areas must be constructed slab to slab. The construction must be of plaster, gypsum wallboard, metal panels, hardboard, wood, plywood, or other opaque materials offering resistance to, and evidence of unauthorized entry into the area. If insert type panels are used, a method shall be devised to prevent the removal of such panels without leaving visual evidence of tampering. When walls extend only to a suspended (false) ceiling, the wall area above the suspended (false) ceiling must be secured by the use of 9-gauge expanded metal, secured in such a manner that removal will show evidence of tampering.

(2) Perimeter doors must be at least 1 ¾-inch thick, constructed of solid wood or be 12-gauge steel clad, hollow core metal doors. Door frames must be constructed of equal strength as that of the door. All exterior perimeter doors must be equipped with deadbolt type locks equipped with manipulation resistant cylinder (e.g., brand name

MEDECO or equivalent). Keys must be off the building master in facilities that are not solely occupied by Customs. The deadbolts must have at least a 1-inch throw. Lock hardware placed on wood doorframes must be secured with stainless steel screws at least 3-inches long. Double doors must have at least one door secured from the inside with sliding deadbolts (e.g., Sargent and Greenleaf, model SM181, at the top and the bottom). Astragals (overlapping molding, preferably metal) must be used to inhibit access to lock bolts. Perimeter door hinge pins must be non-removable (peened, pinned, or spotwelded) or installed inside the room.

(3) The teller window will have a physical separation between the teller and the customer. This separation must be made by NIJ type III bullet resistant material with a pass through drawer. If the teller window is located on the perimeter wall of the building, facing the outside, that window must have type III bullet resistant material with a type III pass through drawer. The entire wall surrounding the teller window must meet the same bullet resistant standard as the window.

(4) A Closed Circuit Television (CCTV) system is required to record transactions/activity at the teller window, as well as the entire interior teller area.

(5) The teller operation may be located in the same area as other operations.

(6) Excess currency will not be kept in the teller area. As often as business permits, currency in excess of the change making funds will be transferred to a GSA approved Class V security container. It is preferable to have this container located in a room away from the teller area. However, if this cannot be accomplished, the regional physical security specialist should be consulted for assistance in determining the most secure alternate locations.

(7) In high-risk situations, the use of appropriate IDS and duress/panic alarm systems will be utilized. The duress/panic alarm should sound in the building control center, if one exists, or at the local police station or at an approved central station where appropriate response is assured. The IDS alarm must be monitored by a UL approved Class A Central Monitoring Station.

(8) Cash drawers will be locked and the key removed if the teller must leave the teller area. If the teller must be away for 15 minutes or longer, the cash box will be removed and locked in a GSA approved Class V security container.

(9) Cash drawers shall be emptied, and cash boxes stored in the security container at the end of each workday.

(10) Keys and lock combinations for cash drawers, cash boxes, and safes shall be protected against compromise and changed as required.

(11) Deposit pick-up schedules, under armored car contracts, should provide for the final pick-up of the day to be made at or about the time the teller operations close. The

contract schedule should be flexible enough to allow for extra, short notice pick-ups during the days when the total value of receipts is unusually high. However, if the recommended final pick-up time or extra pick-up provisions involve premium charges which would significantly increase total contract costs, a cost/benefit decision on whether to incur the increases will be made by the responsible persons. When economically feasible or when amounts to be transported are extremely large, contract couriers should be used.

ADDITIONAL PHYSICAL SECURITY MEASURES

To enhance the level of protection or to establish a level of protection commensurate with the threat, the following measures should be implemented where applicable. The following physical security measures should be reviewed by the appropriate Director, Field Operations, Special Agent in Charge, or Regional Special Agent in Charge for applicability at the Customs facilities under their purview.

a. Recommended Protection

- (1) Uniformed, armed guard service (Part 4.15d) with two-way radio communication capability.
- (2) Identification cards affixed with a photograph of employees.
- (3) Exterior protective lighting (Part 6.2).
- (4) Interior controls for Restricted Areas (Part 3.6).
- (5) Security glazing in all accessible areas, entrance doors, and guard houses; and bullet resistant glazing and materials where indicated by vulnerability assessment (Part 6.5).
- (6) Employee security orientation, and management/employee security awareness programs.
- (7) Perimeter security fences and guard houses [if applicable, (Part 6.6)].
- (8) Security file cabinets and safes (Part 4.10).
- (9) Package inspection programs.
- (10) Visitor controls, and escort program.
- (11) An Intrusion Detection System [IDS (Part 6.3)].
- (12) Silent duress/panic alarms (an alarm activated by an individual faced with a threatening situation).

- (13) Local emergency exit alarm and evacuation plan.
- (14) Closed Circuit Television (CCTV), (Part 6.7).
- (15) Access Control Systems, e.g., card reader systems, mechanical or electronic access control devices, (Part 6.4).
- (16) If sensitive or classified discussions occur within a facility, the physical security guidelines contained in Customs Directive 1400-11, Technical Surveillance Countermeasures (TSCM) must be complied with and measures taken to ensure appropriate sound attenuation.

b. Ballistic Resistant Protective Material

- (1) Ballistic refers to a moving object such as a bullet, rock, or other projectile. Ballistic capabilities generally vary from vandal resistance to military rifle resistance.
- (2) Ballistic resistant protective material must be mounted in frames that provide ballistic protection equivalent to the ballistic resistant protective material.
- (3) Areas surrounding ballistic resistant protective material should also have equivalent ballistic protection. Generally, ¼-inch of ballistic rated steel, or its equivalent, would be sufficient for protection against a high power rifle. National Institute of Justice Standard 0108.01, "Ballistic Resistant Protective Materials", part 6.5, provides testing standards that can be incorporated into a statement of work for procurement of ballistic protective construction.

c. Perimeter Security

- (1) When applicable, each facility containing a secured area, should be protected by a perimeter fence with appropriate gates to facilitate pedestrian and vehicular traffic to enter the facility on a controlled access basis. In addition to the paragraphs below, part 6.6 provides guidance on fencing. When fence gates are opened to ingress or egress, uniformed, armed security guards may be required to monitor each opening to ensure against unauthorized access.
- (2) Loading docks, kitchen entrances, and boiler room doors are normally weak links in building perimeter security. The installation of fencing around these entrances, with the gates alarmed and/or controlled by guards, strengthens the security of these areas.
- (3) Initial control for entry into a facility will be exercised at the authorized entrance. Each authorized entrance may require protection by a guard when not closed and locked.
- (4) All persons entering the property on foot will be allowed access upon presentation of proper identification or an authorized visitor pass. Persons in vehicles may be permitted to enter without being identified if the vehicle has an authorized vehicle

identification sticker, dependent upon the level of security required. Visitors will be directed to the building entrance designated for visitors where they will be issued a non-photo identification badge.

d. Security Guard Service

(1) Where applicable and legally feasible, facilities should employ a full-time, uniformed, armed protective service utilizing the negotiated, and multi-year contract with option to renew. General criteria for the use of armed guards is as follows:

(a) Critical to the National Security. Loss of the building and the operations conducted in the building will have an immediate and serious impact on the National Security mission.

(b) Critical to maintaining the agency mission. Loss of the building and the operations in the building will have an immediate and serious impact on the agency's ability to perform its mission.

(c) The building contains extensive holdings of classified information, valuable materials, and irreplaceable records/documents.

(d) Security guards may also be needed to conduct screening of visitors to the building and operate metal detectors and package X-ray machines. They may also be required to monitor open or unlocked entrances and exits during times of building evacuation.

(2) An annual 24-hour guard post consists of 8,760 staff-hours. Since an individual works approximately 1,770 productive staff-hours yearly, it takes five guards to cover one annual 24-hour post. Security guards will be required at the following 24-hour posts, depending on the facility:

- (a) 24-hour building entrance
- (b) CCTV console
- (c) Internal patrol
- (d) External patrol

(3) Each security guard must successfully pass an appropriate background investigation by the GSA or USCS contract background investigators to determine suitability to protect federal facilities.

(4) Each security guard, required to be armed, shall be properly trained and certified in the use of firearms in accordance with GSA standards. Each security guard, trained and certified, shall carry a fully loaded and holstered firearm at all times while on duty, unless prohibited by local statutes or agency directives, e.g. Customs Directive 4510-17, U.S. Customs Firearms and Use of Force Policy, dated July 22, 1996, or superseding directives.

(5) A full-time, on-site guard supervisor must be on duty at each major facility for each shift of guards.

(6) Request for security guard service will be submitted to the Logistics Division for GSA controlled space or to the Procurement Division for Customs controlled space.

e. Tours and Visitors

(1) The need to maintain reasonable security at facilities containing secured areas, at all times requires that only authorized visitors be permitted to enter the site. Providing tours for interested non-Customs related individuals or groups for purposes of orienting them with Customs operations should be on a case-by-case basis.

(2) Historic sites open to the public require vigilance on the part of every employee. Every employee must be required to report suspicious activity and must know where to report it. Guards must be constantly reminded of the potential for bombings, terrorist attacks and the potential for stay behind intruders.

(3) Visitors to Customs controlled spaces are prohibited from using cameras and video recording devices. The senior Customs official on site may grant exceptions to this policy on a case-by-case basis.

f. Interior Security and Control

(1) Each responsible senior Customs official on site will institute internal security controls as necessary to properly protect the site and preserve the confidentiality of operations and protect classified and sensitive information and government property. Control of the internal movements of personnel within a facility is necessary to ensure that only authorized personnel are permitted in secured areas and that visitors do not wander through the facility unescorted.

g. Locking Mechanisms

(1) Key activated locks are most often used for securing interior and exterior doors. They offer normal protection for most agency offices. Some problems with these type of locking devices is the ease with which the keys can be duplicated or the locks picked to gain access. Another problem is loss of keys, thereby requiring rekey of the respective lock to which the key belonged and reissuance of keys. For this reason, caution must be exercised in the distribution and control of keys. Also, the use of high security locks, e.g., Medeco, is advised as the keys are difficult to duplicate.

(2) There are a variety of key activated pin tumbler padlocks available; however, the degree of protection varies. A padlock with hardened shank offers normal protection. If the padlock is used in connection with a hasp and bar, care must be taken to ensure that

the screws mounting the hasp and bar to the cabinet cannot be removed when the padlock locks the bar and hasp. The drawers to the cabinet should not be able to be pulled open, when the bar and hasp are on the cabinet. The bottom of the file cabinet should not have a false or open bottom. Under no circumstances shall classified material be stored in barlock or padlock cabinets.

(3) There are several types of combination padlocks offering varying degrees of protection. The most secure are the "manipulation-resistant" locks. Locks meeting the requirements of Federal Supply Schedule Specification FF-P-110, which is published by GSA should be used for securing lock bar filing cabinets and other types of file cabinets. An example of a lock meeting the Federal Supply Schedule Specification FF-P-110 is the Sargent and Greenleaf model 8077A.

(4) Combinations to locks must be changed when the lock is placed in use (combination changed from the factory set combination); when a person who knows the combination no longer requires access; when the combination has been compromised or suspected to have been compromised or when the combination lock is found unlocked on the cabinet. When a combination lock is taken out of service, it must be returned to the factory set combination.

h. Control and Safeguarding of Keys and Combinations

Access to a locked area, room or file cabinet can only be controlled if the key or combination is controlled. When an unauthorized person knows a combination or a key is lost, the security provided by that combination or key is lost.

(1) Combinations will be given only to those who have a need to have access to the building, room or file cabinet. Combinations will be committed to memory. They must not be written on calendar pads, desk blotters, or any other item even though it is carried on one's person or hidden away. A record of the combination should be forwarded to the next higher authority and placed in a secure container. Combinations should be changed when person(s) having knowledge of a combination no longer require access to the area.

(2) Keys will be issued only to persons having a need to have access to the building, room or file cabinet. The number of duplicate keys will be kept to a minimum. The key issued to an individual shall be entered onto that person's property accountability record. Keys must be recovered when a person leaves the organization. Keys must be properly safeguarded by the individual it was issued to in order to preclude loss of the key. Keys must not be left in unlocked desk drawers or other unsecured places. Keys must not be loaned to others.

(3) Supervisors will assign keys to personnel under their supervision and are responsible for proper key control. Proper key control consists of the utilization of a paper or automated log on which the person assigned a key must acknowledge receipt. At the discretion of the senior Customs manager on site, locks will be changed when a key has been reported/discovered missing.

(4) Duplicate keys will be kept to a minimum and safeguarded in a secure container or safe under the control of the supervisor. It is recommended that keys be stamped with: "DO NOT DUPLICATE-U.S. GOVERNMENT PROPERTY".

(5) Padlocks will be placed inside the file cabinet or container or locked to the hasp to prevent the malicious switching of padlocks while the container is open.

i. Windows

(1) Windows, air conditioning ducts and any openings that exceed 96 square inches and vulnerable to forced entry, should be secured with 9 gauge expanded metal, half inch steel bars spaced at 6" intervals with spreader bars at 6" on center, or be protected by an IDS.

j. Cleaning

(1) Janitors must clean all Customs facilities/space during working hours, when Customs personnel are present. Janitors must not be provided keys to the facility or otherwise afforded access to Customs space that would enable them to enter the site/space without any Customs personnel present. Normally, janitors do not need to be escorted in Customs space, however, if sensitive or classified discussions take place or classified/sensitive documents are at the site, then consideration must be given to having a Customs employee sanitize the site of any such documents, warn personnel present that the janitors are in the area, and escort the janitors during their cleaning.

k. Personnel Identification System

(1) Personal recognition is the best form of acknowledgement that a person is authorized to be in a Customs facility or space.

(2) The use of a personnel identification system (badge system) is necessary in locations where the number of employees exceeds 50.

(3) The senior Customs official where a badge system is implemented is responsible for oversight and administration of the badge program. Personnel and equipment must be provided to properly administer a badge system.

(4) Any identification system or badge system, not already authorized by the SMB will require SMB approval before implementation. The request for approval along with a description of the system will be sent to SMB.

(5) Identification cards/badges will be recovered when personnel leave the site due to resignation, termination, retirement, etc. A complete re-issuance of badges, for all employees must be accomplished when the number of badges lost exceeds ten percent of the overall number of badges issued. The senior Customs official or his/her designee will

maintain records that will document the number of lost badges. Monthly reviews of these records will be conducted to ascertain the ten percent level. Customs employees are responsible for safeguarding their badges from loss or misuse.

(6) If temporary or visitors badges are used, a strict accounting of their issuance must be maintained either by manual or electronic means. Temporary and visitors badges must be collected when the person leaves the facility. Daily inventories of these badges must be conducted. Missing badges (possibly due to loss or theft) constitute a possible security risk and could require a design change and new issuance. The Customs official in charge of the facility is responsible for deciding when it is appropriate to take this action.

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APPENDIX "B"
ADDITIONAL SPECIFICATIONS
FOR SFO AIR CARGO FACILITY
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0.1. CONSTRUCTION SCHEDULE

- (a) Within 15 days after award of the construction contract, the Lessor shall submit to the Government a construction schedule giving the dates on which the various phases of construction will be completed.
- (b) The schedule is to include timing for completion of construction milestones, including but not limited to, (1) issuance of a building permit, (2) completed construction documents, (3) start of construction, (4) completion of principal categories of work, (5) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (6) final construction completion.

0.2. CONSTRUCTION INSPECTIONS

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

1.0 GENERAL ARCHITECTURAL

1.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR

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

1.2. WORK PERFORMANCE

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Government.

1.3. BUILDING SYSTEMS (JAN 1997)

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

1.4. FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy or completion of alterations, 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Government.

1.5. FLOORS AND FLOOR LOAD (JAN 1997)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Government. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per BOMA Usable square foot plus 20 pounds per BOMA Usable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per BOMA Usable square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

1.6. EXITS AND ACCESS (SEP 1991)

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

1.7. WINDOWS (SEP 1991)

Office space must have windows in each exterior bay unless waived by the Government.

All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy-locking device.

1.8. ACCESSIBILITY (JAN 1997)

The building and the Government's space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

2.0 ARCHITECTURAL FINISHES

2.1. BUILDING FINISHES

Building finishes shall be for first class, modern space.

2.2. LAYOUT AND FINISHES

All required finish selection samples must be furnished to and approved by the Government.

2.3. CEILINGS (SEP 1991)

Ceilings must be at least 8 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Government:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the Government Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

Refer to special room requirements for ceiling types or finishes.

2.4. PAINTING

Prior to occupancy all surfaces must be newly painted in colors acceptable to the Government. Refer to special room requirements for other paint or wall finish requirement. All painted surfaces must be repainted after working hours at the Lessors expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

2.5. DOORS: EXTERIOR (DEC 1992)

Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1 3/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

2.6. DOORS: INTERIOR (SEP 1991)

Doors must have a minimum clear opening of 32 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Government.

2.7. DOORS: HARDWARE (DEC 1992)

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All door entrances from public corridors, exterior doors and other 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 two master keys for each lock. Refer to special room requirements for additional locks or hardware required by the Government.

2.8. DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Government.

2.9. PARTITIONS: GENERAL

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

2.10. PARTITIONS: PERMANENT (SEP 1991)

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants (including other Government tenants) on the floor.

2.11. PARTITIONS: SUBDIVIDING (JAN 1997)

- (a) Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 45. Partitioning and partitioning type shall be installed by the lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling or floor slab above. Refer to special rooms requirements for partition types.
- (b) Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

2.12. FLOOR COVERING AND PERIMETERS (DEC 1991)

Floor covering shall be either resilient flooring or carpet, except as otherwise specified. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Government.

OFFICE AREAS:

Prior to occupancy, carpet or carpet tiles must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Government; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.

SPECIALTY AREAS:

Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms. The Lessor shall provide the Government with a minimum of 5 different color samples. The sample and color must be approved by the Government prior to installation. No substitutes may be made after sample selection.

TOILET AND SERVICE AREAS:

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Government.

CARPET - SAMPLES:

When carpet must be newly installed or changed, the Lessor shall provide the Government with a minimum of 5 different color samples. The sample and color must be approved by the Government prior to installation. No substitutes may be made Offeror after sample selection.

CARPET - INSTALLATION:

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

CARPET - REPLACEMENT:

The Lessor at the lessor's expense shall the carpet at least every 10 years during the Government occupancy or any time when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

Replacement includes moving and return of furniture.

RESILIENT FLOORING - REPLACEMENT:

The flooring shall be replaced at no cost to the Government prior to or during Government occupancy when it has:

- Curls, upturned edges, or other noticeable variations in texture.

2.13. CARPET TILE (SEP 1991)

Approximately 75 percent of the space shall be carpeted with carpet tile.

Any carpet to be newly installed must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 32 ounces per square yard is the minimum for level loop and cut pile. 36 ounces per square yard is the minimum for plush and twist.
- Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- Pile height: minimum of 1/4 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.

2.14. RESILIENT FLOORING (SEP 1991)

In addition to reproduction, file, and storage rooms, resilient flooring shall be used in the specialty rooms listed below: LAN/Communications Room, Refer to special room types for other floor covering requirements.

2.15. ACOUSTICAL REQUIREMENTS (JAN 1997)

REVERBERATION CONTROL:

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 In accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

AMBIENT NOISE CONTROL:

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

NOISE ISOLATION:

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms: NIC-40
offices: NIC-35

TESTING:

The Government may require at no cost to the Government test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

The requirements of this Acoustical Requirements paragraph shall take precedence over additional specifications if there is a conflict.

2.16. WINDOW COVERINGS (SEP 1991)

WINDOW BLINDS:

All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less. The use of any other material must be approved by the Government. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

2.17. BUILDING DIRECTORY

If requested by the Government a tamper proof directory with lock shall be provided in the building lobby listing all Government agencies. It must be acceptable to the Government.

3.0 MECHANICAL, ELECTRICAL, PLUMBING

3.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

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

3.2. ENERGY COST SAVINGS)

- (a) All Lessors are encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC) to determine whether opportunities for cost effective energy improvements to the space are available.
- (b) A list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained by writing to: US Department of Energy, Federal Energy Management Program, EE-90, Washington, DC 20585 or by calling the FEMP HELP DESK at 1-800-566-2877 and asking for the ESPC qualified list.

3.3. DRINKING FOUNTAINS

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

3.4. TOILET ROOMS (JAN 1997)

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- (b) Each main toilet room shall contain the following equipment:
 - (1) A mirror above the lavatory.
 - (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
 - (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
 - (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
 - (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
 - (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
 - (7) A disposable toilet seat cover dispenser.
 - (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

3.5. TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)

- (a) The toilet fixture schedules specified below shall be applied to each full floor based on one person for each 135 BOMA Usable Square Feet of office space in a ratio of 60 percent men and 40 percent women:
- (b) Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

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

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

- (c) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
- (2) Urinals shall not use more than 1.0 gallons per flush.
- (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.

3.6. JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

3.7. HEATING AND AIR CONDITIONING (JAN 1997)

- (a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government tenant agency.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) ZONE CONTROL:
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
- (f) EQUIPMENT PERFORMANCE:
Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

3.8. VENTILATION (OCT 1996)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

- (b) Conference rooms of 400 BOMA Usable Square Feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- (c) Other ventilation requirements.
 - (1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
 - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

3.9. VENTILATION: TOILET ROOMS (DEC 1993)

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

3.10. ELECTRICAL: GENERAL (JAN 1997)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed with lock on door. Distribution panels must be circuit breaker type with 15 percent spare power load and circuits.

3.11. ELECTRICAL: DISTRIBUTION COMBINATION (JAN 1997)

- (a) Duplex floor or wall outlets shall be provided.
- (b) Fourplex (double duplex) floor or wall outlets shall be provided.
- (c) Convenience outlets shall be installed on the basis of a maximum of 6 outlets per 20-amp. circuit.
- (d) Each work station shall contain at least 1 orange-bodied or other similarly designed receptacle with isolated-ground capability. Said receptacles shall not exceed in number 4 per 20-amp. circuit, and shall be installed in accordance with the September 21, 1983, edition of Federal Information Processing Standards pub. 94.
- (e) Dedicated special electrical receptacles shall be provided on the basis of 1 per 2,000 BOMA Usable Square Feet. Duplex outlets corresponding to said receptacles shall be colored differently from the standard duplex and fourplex outlets, and shall be used only for office copiers and special equipment. Three dedicated or special electrical outlet shall be provided in space of less than 10,000 BOMA Usable Square Feet. The Lessor shall ensure that the outlets and associated wiring designated to workstations will be concealed in a manner acceptable to the Government. Cable shall not be exposed on the finished floor surface.
- (f) All floors shall have 120/208-volt, 3-phase, 4-wire with bond, 60-hertz electric service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.
- (g) At the discretion of the Government, stand-alone power poles (or, in the case of systems furniture, systems-furniture power poles) may be offered in lieu of electrical and telephone floor outlets. Where power poles are substituted for floor outlets, each power pole shall consist of two duplex electric outlets and two telephone outlets.

3.12. TELEPHONE: DISTRIBUTION AND EQUIPMENT (JAN 1997)

- (a) Telephone floor or wall outlets shall be provided. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.
- (b) The Government reserves the right to provide its own telecommunication (voice) service in the space. The Government may contract with another party to have inside wiring and telephone equipment installed. The Government also reserves the right to have the lessor at the lessor's expense purchase and install said cable using the government's vendor. Telecommunication switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

3.13. DATA DISTRIBUTION (JAN 1997)

Floor or wall outlets shall be provided. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. The Government may elect at its expense purchase and install said cable using a government vendor. The Government also reserves the right to have the lessor at the lessor's expense purchase and install said cable using the government's vendor. When cable consists of multiple runs, the Contractor shall provide cable trays to insure that Government-cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

3.14. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JAN 1997)

- (a) The Lessor shall provide and install separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Cluster groups at floor or wall locations shall be provided. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (b) The Government may elect to provide data and telecommunications cable or the Government may elect to have the Lessor provide the cable. Said cable shall be installed and connected to systems furniture by the Lessor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings designed to facilitate the installation of cable. The Lessor shall provide a means of distributing the cable via a system of ladder-type cable trays which shall form a loop around the perimeter of the Government-occupied space. Said ladder trays shall provide access to both telecommunications data closets and telephone closets, and shall be located such that they are within a 30-foot horizontal distance of any single drop.

3.15. LIGHTING: INTERIOR (JAN 1997)

- (a) Modern low brightness, parabolic type 2' x 4' or 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (b) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (c) Outdoor parking areas shall have a minimum of 1 foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

3.16. SWITCHES (JAN 1997)

Switches shall be located on columns or walls by door openings in accordance with the "Controls" subparagraph of the paragraph entitled "Handicapped Accessibility" in the "General Architectural" section of this solicitation. No more than 1000 BOMA Usable Square Feet of open space shall be controlled by one light switch.

3.17. ELEVATORS (JAN 1997)

- (a) The Lessor shall provide suitable passenger and freight elevator service to all Government-leased space not having ground level access.
- (b) CODE:
Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

3.18. JANITORIAL SERVICES (JAN 1997)

Cleaning is to be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this solicitation.

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

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.

THREE TIMES A WEEK:

Sweep or vacuum stairs.

WEEKLY:

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

EVERY TWO WEEKS:

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

MONTHLY:

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

EVERY TWO MONTHS:

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

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.

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.

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 drapes 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.

EVERY TWO YEARS:

Shampoo carpets in all offices and other non-public areas.

EVERY FIVE YEARS:

Dry clean or wash (as appropriate) all drapes.

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 moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

3.19. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

3.20. SECURITY: ADDITIONAL REQUIREMENTS

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. 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 is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new

employee(s) to the work force. 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 Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

3.21. BUILDING OPERATING PLAN

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

3.21.1 OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

3.22. FIRE AND LIFE SAFETY (OCT 1996)

- (a) Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- (c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

3.23. SPRINKLER SYSTEM (OCT 1996)

- (a) If any portion of the offered space is on or above the 6th floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 BOMA Usable Square Feet of space in the offered building, then the entire building must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If an offeror proposes to satisfy any requirement of this clause by providing an equivalent level of safety, the offeror must submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. Offerors should contact the Contracting Officer for further information regarding Government review and approval of "equivalent level of safety" analyses. (See 41 CFR 101-6.6 for guidance on conducting an equivalent level of safety analysis.)
- (c) Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

3.24. MANUAL FIRE ALARM SYSTEMS (OCT 1996)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

3.25. OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

3.26. ASBESTOS (OCT 1996)

- (a) Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this "Asbestos" paragraph, "space" includes the space offered for lease, common building areas and ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- (b) Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- (c) Space with ACM of any type or condition may be upgraded by the offeror to meet the conditions described in subparagraph (a) by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.
- (d) Management plan. If space is offered which contains ACM, the offeror must submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan must conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in

the space after occupancy, the Lessor shall submit to the Contracting Officer the occupancy plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, at least 4 weeks prior to the abatement work.

3.27. INDOOR AIR QUALITY (OCT 1996)

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO₂ - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.
- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

3.28. RADON IN AIR (OCT 1996)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 pCi/liter. After the initial testing, a followup test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

3.29. RADON IN WATER (SEP 1991)

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

3.30. HAZARDOUS MATERIALS (OCT 1996)

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

3.31. RECYCLING (OCT 1996)

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

4.0 SEISMIC

4.1 SEISMIC REQUIREMENTS

1. Existing Buildings shall be considered for award on the following basis:

Full Compliance:

Full compliance with regard to seismic safety means the Offeror has provided a certification from an independent licensed structural engineer that states the building design and construction are in compliance with the seismic requirements of one of the following: 1976 (or later) edition of the International Conference of Building Officials' (ICBO) "Uniform Building Code" (UBC), OR 80 percent of the seismic force levels in accordance with the current edition (as of the date of this solicitation) of the UBC, OR ICSSC RP 4, "Standards of Seismic Safety for Existing Federally Owned or Leased Buildings."

Buildings that do not meet the above requirements must be strengthened by the Lessor prior to lease or renewal. If the Lessor will not comply with the above requirements, the lease shall not be renewed.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applies to leases which exceed \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with

the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
 - (1) The lease number to which this notice applies.
 - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (3) Number of account to which funds are to be deposited.
 - (4) Type of depositor account ("C" for checking, "S" for savings).
 - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

INITIALS: _____ & _____
LESSOR GOVERNMENT

36.52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

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

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LABOR STANDARDS	37	52.222-26	Equal Opportunity
	38	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	39	52.222-21	Prohibition of Segregated Facilities
	40	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
	41	52.222-36	Affirmative Action for Workers with Disabilities
	42	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
SUBCONTRACTING	43	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	44	52.215-12	Subcontractor Cost or Pricing Data
	45	52.219-8	Utilization of Small Business Concerns
	46	52.219-9	Small Business Subcontracting Plan
	47	52.219-16	Liquidated Damages- Subcontracting Plan

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

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4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
 - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable repurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

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7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
 - (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
 - (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

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

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so

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

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

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

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

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

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

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

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

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

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

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

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

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

damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

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

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

19. 552.270-12 - ALTERATIONS (SEP 1999)

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

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.
 - (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due

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- on the first workday of the month following the month in which the commencement of the rent is effective.
- (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
 - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
 - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
 - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
 - (1) The lease number to which this notice applies.

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- (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (3) Number of account to which funds are to be deposited.
 - (4) Type of depositor account ("C" for checking, "S" for savings).
 - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.
24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)
- (This clause applies to payments other than rent.)
- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
 - (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.
- ACT Number (to be supplied on individual orders)
- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.
25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)
- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
 - (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
 - (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.
26. 552.270-20 - PAYMENT (SEP 1999) (VARIATION)
- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:
 - (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
 - (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
 - (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

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Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applies to leases which exceed \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

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

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

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

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

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

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

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

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

- (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
 - (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c)
 - (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - (2)
 - (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if--
 - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires

earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), ©, (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or

- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
 - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

38. 52.222-24 – PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applies to leases which exceed \$10,000,000.)

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

39. 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

40. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions.

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

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

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

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.
- (b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat

qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

- (d) Applicability. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating --
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

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

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

41. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

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

(b) Postings.

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

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

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

42. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually; as required by the Secretary of Labor, on:

- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
 - (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
 - (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
 - (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
43. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
 - (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
 - (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
 - (1) The name of the subcontractor,
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
44. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- (Applies when the clause at FAR 52.215-10 is applicable.)
- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
 - (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
 - (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
- (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

45. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) Definitions. As used in this contract –

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

Service-disabled veteran-owned small business concern –

- (1) Means a small business concern –
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

Small disadvantaged business concern means a small business concern that represents, as part of its offer that –

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

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

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

46. 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

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

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

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

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

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

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vi) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to –
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) HUBZone small business concerns;
 - (iv) Small disadvantaged business concerns; and
 - (v) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns; and
 - (iv) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award

subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating –
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether HUBZone small business concerns were solicited and if not, why not;
 - (D) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (E) Whether women-owned small business concerns were solicited and if not, why not; and
 - (F) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact –
 - (A) Trade associations;
 - (B) Business development organizations,
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources;
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through –
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business firms.
 - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided –
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting

generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with –
 - (1) The clause of this contract entitled "Utilization of Small Business Concerns," or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
 - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

47. 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

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

DEPARTMENT OF HOMELAND SECURITY
LEASE AMENDMENT

LEASE AMENDMENT No. 1

TO LEASE NO: TC-I-02-2801

ADDRESS OF PREMISES:

West Field Cargo Building I
648 West Field Road
San Francisco, CA 94128

Name of Office Building or Location:

First Floor East & West; 2nd Floor West; 3rd Floor West

THIS AMENDMENT, is made and entered into this date by and between **San Francisco International Airport**

whose address is: **International Terminal – No. Shoulder Building**
P.O. Box 8097
San Francisco, CA 94128

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 1, 2018 as follows:

Part II, Section B. "TERM" to extend base lease term by ten (10) years, expiring on January 31, 2028.

Part II, Section C. "RENTAL"

<u>Components of Rent or Annual Airline Fee</u>	<u>Annual Airline Fee</u>
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Base Rent	\$430,254
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O&M/Utilities/Janitorial	144,000
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Parking	162,248
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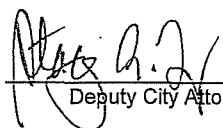
Debt Service Surcharge for TIs	<u>96,534</u>
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Total Rent or Annual Airline Fee	\$833,036
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The parties hereto agree that this rent will be paid as follows: The Government will pay to Lessor \$1.00 per year. The balance of the annual rent (Annual Airline Fee), as described above, will be charged to the international airlines operating and using Customs Cargo Unit services at the Airport, through Airport Rates and Charges.

On a quarterly basis, Government, through its Customs Cargo Unit, will submit to the Airport, the transactional data (Carrier Count Report) indicating carrier activity for the previous quarter, which will form the basis for the monthly billing to the international airlines for the balance of the rent. Such quarterly Carrier Count Reports shall be submitted on or before the fifteenth day of each January, April, July, and October, respectively.

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

By 
Deputy City Attorney

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

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

FOR THE LESSOR:

Signature(s): _____

Name: Ivar C. Satero

Title: Airport Director

Entity Name: City and County of San Francisco
Acting by and through its Airport Commission

Date: _____

FOR THE GOVERNMENT:

Signature: 

Name: Mike A. Urquidi

Title: Regional Section Chief
Customs and Border Protection

Date: 1/16/2018

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Lease Amendment Form 7/2017

LESSOR INITIAL: _____

GOV'T INITIAL: VP



San Francisco International Airport

February 12, 2018

Ms. Angela Calvillo
Clerk of the Board
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Subject: Amendment No. 1 to Lease No. TC-I-02-2801. between the U.S. Customs and Border Protection and the City and County of San Francisco, at West Field Cargo Building 648

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisors' approval, an original single-sided and two single-sided black and white copies of the proposed Resolution, which approves Amendment No. 1 to Lease No. TC-I-02-2801 (the "Lease") between the City and County of San Francisco, acting by and through its Airport Commission ("Airport"), and the U.S. Customs and Border Protection, to extend the term by additional ten years and modify the rent for space at West Field Cargo Building 648 for the inspection and clearance of all international cargo shipments entering into the United States at the Airport.

The Lease Amendment provides for a ten-year extension of the term retroactive from February 1, 2018 through January 31, 2028. The adjusted annual rent is \$833,036 per year.

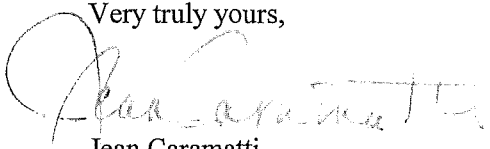
The following is a list of accompanying documents:


- Board of Supervisors Resolution (one original and two copies);
- Approved Airport Commission Resolution No. 18-0016;
- Memorandum accompanying Airport Commission Resolution No. 18-0016;
- U.S. Government Lease for Real Property, Lease No. TC-I-02-2801; and
- A copy of Amendment No. 1 to Lease No. TC-I-02-2801 approved as to form by the City Attorney's Office.

The following person may be contacted regarding this matter:

Diane Artz
Senior Property Manager
(650) 821-4525
Diane.Artz@flysfo.com

Very truly yours,


Jean Caramatti
Commission Secretary

BY 
2018 MAR 19 PM 1:35
SFO
SAN FRANCISCO

Enclosures

cc: Diane Artz, Aviation Management
Cathy Widener, Governmental Affairs

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LARRY MAZZOLA
PRESIDENT

LINDA S. CRAYTON
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

IVAR C. SATERO
AIRPORT DIRECTOR