

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

1. LEASE NUMBER
GS-03B-09476

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

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 3,490 ANSI/BOMA (usable) square feet of "as-is" SCIF, office and related space located in Johns Hopkins University Applied Physics Laboratory, LLC, 11100 Johns Hopkins Road, Laurel, MD 20723-6005 for occupancy approximately on or after January 16, 2012 for a term of four (4) years. The exact date of occupancy shall be agreed upon by GSA & the Lessor, which shall become part of the lease through a Supplemental Lease Agreement (SLA).

B. STANDARD CONDITIONS AND REQUIREMENTS

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

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

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

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency _____	Space _____	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Area _____	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Every 2 years</u>		

5. OTHER REQUIREMENTS

Exhibit A - Geneva SCIF and DHS Workspace Layout
Exhibit B - Building U7 Secure Lab Space
Exhibit C - Memorandum of Understanding

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

7. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 245.1-1996 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."

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

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

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Johns Hopkins University Applied Physics Laboratory, LLC 11100 Johns Hopkins Road Laurel, MD 20723-6005	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 5th	b. ROOM NUMBER(S) See Exhibit B
	c. SQ. FT. ABOA 3,490 Common Area Factor 1.1501	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE SCIF

B. TERM

3. To have and to hold, for the term commencing on January 16, 2012 and continuing through January 15, 2016 inclusive. The Government or the Lessor may terminate this lease in whole or in part at any time during the term of lease, by giving at least 90 days notice in writing to the other party. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

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

5. AMOUNT OF ANNUAL RENT \$122,359.40	7. HVAC OVERTIME RATE PER HOUR Not Applicable	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) The Johns Hopkins University Applied Physics Laboratory, LLC 11100 Johns Hopkins Road, Laurel, MD 20723-6005
6. RATE PER MONTH \$10,196.62		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.) The Johns Hopkins University Applied Physics Laboratory, LLC 11100 Johns Hopkins Road, Laurel, MD 20723-6005		
9b. TELEPHONE NUMBER OF OWNER (443)-997-3738	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Ralph Semmel	11b. TITLE OF PERSON SIGNING Director of The Johns Hopkins University Applied Physics Laboratory, LLC	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 12 Jan 2012	

PART III - AWARD (To be completed by Government)

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

Exhibit A - Workspace Layout

Exhibit B - Building 17 Secure Lab Space

Exhibit C - Memorandum of Understanding between Johns Hopkins University and Department of Homeland Security: Attached hereto as Exhibit C, GSA recognizes there is a Memorandum of Understanding (MOU) between Johns Hopkins University (JHU) and the Department of Homeland Security (DHS) that sets forth responsibilities for use of the Applied Physics Laboratory (APL) located at JHU dated July 25, 2011. GSA is not a party to the MOU and GSA was not involved in the negotiations of the MOU, therefore GSA shall not be bound by any terms and conditions negotiated in the MOU. GSA will not be responsible for the enforcement of the MOU. DHS is responsible to work with JHU to abide by the MOU terms and conditions as well as enforce the MOU.

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

3a. NAME OF CONTRACTING OFFICER (Type or Print) Mark Pugh H.	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 1-18-12
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This lease contains 52 pages

ATTACHMENT 1 TO GSA FORM 3626 MINIMUM LEASE SECURITY STANDARDS

~~1.1. DOORS: HARDWARE (NOV 2005) INTENTIONALLY DELETED~~

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

~~1.2. LIGHTING: PARKING AREAS (NOV 2005) INTENTIONALLY DELETED~~

~~A. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot candles for doorway areas, 3 foot candles for transition areas (including stairwells), and at least 1 foot candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots, or other adjacent areas to the building to discourage crimes against persons. If necessary, additional lighting may be requested to accommodate security monitoring (i.e., closed circuit television camera).~~

~~B. Exterior building lighting shall possess emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.~~

~~1.3. OCCUPANCY EMERGENCY PLANS (NOV 2005)~~

~~The Lessor shall be required to participate in the development and implementation of the Government Occupancy Emergency Plan. The Occupant Emergency Plan shall include procedures for notifying the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.~~

~~1.4. LEASE SECURITY: STANDARDS (NOV 2005)~~

~~A. Overview of Lease Security Standards: INTENTIONALLY DELETED~~

~~1. The Government will determine security standards for facilities and agency space requirements. Security standards are assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level for each space requirement from Level I to Level IV. The GSA Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oqa.gsa.gov.~~

~~2. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the proposal accordingly.~~

~~B. Deterrence to Unauthorized Entry: INTENTIONALLY DELETED~~

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

~~C. Prevent Unauthorized Access to Utility Areas: INTENTIONALLY DELETED~~

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

~~D. Provide Emergency Power to Critical Systems (Alarm Systems, Radio Communications, Computer Facilities, Etc.): INTENTIONALLY DELETED~~

~~All alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special security requirements requiring power, as identified elsewhere in the Solicitation for Offers (SFO), must have emergency power sources.~~

~~E. Prevent Public Access to Mechanical Areas and Building Roofs: INTENTIONALLY DELETED~~

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

ATTACHMENT 1 TO GSA FORM 3626 MINIMUM LEASE SECURITY STANDARDS

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

~~F. Restrict Access to Building Information: INTENTIONALLY DELETED~~

~~Building information including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. At the direction of the Contracting Officer, the names and locations of Government tenants may not be disclosed within any publicly accessed document or record. If Government tenants will not be disclosed, the Government may request that such information not be posted in the building directory.~~

~~G. Posting of Government Rules and Regulations: INTENTIONALLY DELETED~~

~~The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government shall coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.~~

~~H. Development, Implementation and Periodic Review of Occupant Emergency Plans: INTENTIONALLY DELETED~~

~~Building owners and managers shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering in Place (SIP) Plan. Periodically, the Government may request that the building owners and managers assist in reviewing and revising the OEP and SIP plan(s).~~

~~I. Building Security Plan: INTENTIONALLY DELETED~~

~~The Offeror shall provide a pre-lease building security plan with its offer that addresses compliance with the lease security standards, described in this SFO and its attachments.~~

~~J. Background Security Checks for Contract Service Personnel:~~

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

~~K. Shatter-Resistant Window Protection: INTENTIONALLY DELETED~~

- ~~1. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,~~
- ~~2. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high-protection level and a low-hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings.~~