

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

1. LEASE NUMBER

*G5048-61028*

**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 3,172 rentable square feet of office and related use space located at the airport in Chattanooga, Tennessee for occupancy not later than October 1, 2010 (date) for a term of five years with termination rights after three years. An additional five-year renewal option will be available after the initial five year term. Rentable space must yield a 3,172 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. **INITIAL OFFERS ARE DUE ON OR BEFORE 5 pm Eastern time on Wednesday, September 29, 2010.**

**B. STANDARD CONDITIONS AND REQUIREMENTS**

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
  - b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
  - c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
  - d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
  - e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
  - f. Services, utilities, and maintenance will be provided daily, extending from 7:00 am to 6:00 pm six days a week except Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
  - g. The Lessor shall complete any necessary alterations, repairs, maintenance, improvements and initial cleaning within 60 days after receipt of contract award.

**5. 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 And AIR FILTERS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	See part 6 below
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>2x annually</u>	Space <u>every 3 years</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>every 3 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>annually</u>		

**6. OTHER REQUIREMENTS**

- A. The requirements described in this solicitation package are to be included in the rental consideration.
- B. See page 3 of this form and the Supplemental Lease Requirements for additional requirements and standards.

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

**8. BASIS OF AWARD**

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 265J-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 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)		2. LOCATION(S) IN BUILDING	
Chattanooga Metropolitan Airport Authority 1001 Airport Road Suite 14 Chattanooga, TN 37421		a. FLOOR(S)	b. ROOM NUMBER(S)
		c. SQ. FT. RENTABLE <u>3172</u> ABOA _____ Common Area Factor _____	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) _____ <input type="checkbox"/> WAREHOUSE

**B. TERM**

3. To have and to hold, for the term commencing on ~~October 1, 2010~~ January 1, 2011 and continuing through ~~September 30, 2015~~ December 31, 2015 inclusive. The Government may terminate this lease in whole or in part at any time on or ~~September 30, 2013~~ DECEMBER 31, 2013, by giving at least ~~60~~ 120 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. **Renewal options:** The Government may exercise one 5-year renewal option by giving at least 60 days notice in writing to the Lessor on or before September 30, 2015, subject to termination rights described above.

**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 <u>\$95,857.84</u>	7. HVAC OVERTIME RATE PER HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address. Do not use P.O. BOX. Include ZIP code with 4 digit extension) Chattanooga Metropolitan Airport Authority 1001 Airport Rd, Suite 14 Chattanooga, TN 37421-2270
6. RATE PER MONTH <u>\$7,988.15</u>		

9a. NAME AND ADDRESS OF OWNER (Do not use P.O. BOX. Include ZIP code with 4 digit extension. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Chattanooga Metropolitan Airport Authority, Chattanooga, TN 37421  
1001 Airport Road, Suite 14

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Michael J. Landguth	11b. TITLE OF PERSON SIGNING President & CEO
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 12/20/10

**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:

- Supplemental Lease Requirements
- Floor plan of offered space
- PAINT AND CARPET ENTIRE SPACE AT NO ADDITIONAL COST TO GOVERNMENT.
- REPLACE ALL CEILING TILE ENTIRE SPACE AT NO ADDITIONAL COST TO GOVERNMENT.



**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) Fred H. Burgett	3c. DATE 1/12/2011
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