

STANDARD FORM 2 (SF-2)
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

September 28, 2010

LEASE NO. GS-02B-LVII19174
BUILDING NO. VI3821

THIS LEASE made and entered into this date by and between SUNNY ISLE DEVELOPERS, LLC whose address is: **Sunny Isle Professional Building, Suite 3, St Croix 00820** and whose interest in the property hereinafter described is that of owner hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 3,979 rentable square feet yielding approximately 3,633/ANSI/BOMA Office Area square feet (USF), of office and related space located on the first floor level of the Sunny Isle Shopping Center Annex, Pepper Tree Road, Christiansted, St. Croix, USVI 00820 (Building) as shown on the attached plans labeled Exhibit "A," attached hereto and made a part hereof.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through _____, subject to termination and renewal rights as may be hereinafter set forth.

SEE PARAGRAPH 10 OF THE RIDER.

3. The Government shall pay the Lessor annual rent of: Rent checks shall be made payable to:
SEE PARAGRAPH 13 OF THE RIDER.

4. The Government may terminate this lease:
SEE PARAGRAPH 11 OF THE RIDER.

5. ~~This lease may be renewed at the option of the Government - DELETED~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: **SEE RIDER TO THE LEASE**

7. INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR - SUNNY ISLE DEVELOPERS, LLC



(Signature)

Secretary Treasurer
(Title)
Sunny Isle Professional Building
Suite 3
ST CROIX, USVI 00821
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY



Ana M. de los Reyes, Contracting Officer
(Official Title)

RIDER TO LEASE No: GS-02B- LVI19174 / BUILDING NO. VI3821

8. The following are attached and made a part hereof:
- a. Rider To Lease, containing Paragraphs 8 through 37;
 - b. Section 1.0, Summary, paragraphs 1.1 through 1.13;
 - c. Section 2.0, Award Factors and Price Evaluation, paragraphs 2.1 through 2.6;
 - d. Section 3.0, How to Offer and Submittal Requirements, paragraphs 3.1 through 3.7;
 - e. Section 4.0, Utilities, Services and Lease Administration, paragraph 4.1 through 4.15;
 - f. Section 5.0, Design, Construction and Other Post Award Activities, paragraphs 5.1 through 5.16;
 - g. Section 6.0, General Architecture, paragraphs 6.1 through 6.12;
 - h. Section 7.0, Architectural Finishes, paragraphs 7.1 through 7.13;
 - i. Section 8.0, Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.19;
 - j. Section 9.0, Fire Protection, Life Safety and Environmental Issues, paragraphs 9.1 through 9.12;
 - k. Section 10.0, Lease Security Standards, paragraphs 10.1 through 10.19;
 - l. Section 11.0, Special Requirements, paragraphs 11.1 and 11.2;
 - m. Attachment 1, Section 11: Unique Requirements – St. Croix USVI;
 - n. Attachment 2, Section 12: Unique Requirements – St. Croix USVI;
 - o. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 - p. Representations and Certifications, GSA Form 3518, paragraphs 1 through 9;
 - q. Exhibit "A," Floor plan highlighting the demised premises;
 - r. Exhibit "B," Document Security Notice.
9. The Lessor shall construct the Premises so as to deliver the space in accordance with all of the requirements of this Lease ready for occupancy by the Government, no later than one hundred twenty (120) days after receiving the notice to proceed from the Government, as set forth in paragraph 5.11 of the SFO to this lease.
10. The term of this Lease shall commence upon Substantial Completion of all alterations specified in this Lease and shall run for a period of ten (10) years thereafter, subject to the termination right set forth below. The Commencement Date of the Lease shall be more particularly set forth in a Supplemental Lease Agreement (SLA) to this lease.
11. **TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE** this Lease in whole or in part at any time on or after the last day of the fifth (5th) year by giving at least sixty (60) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
12. The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$199,706.00 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 13 below. The Lessor's contribution toward the TI cost shall be amortized over the 5-year term of the lease at an interest rate of 0% per annum (\$10.04 per rentable square foot / \$39,941.20 per annum). If the TI cost exceeds the Tenant Improvement Allowance of \$54.97 per USF, then the Government shall have the option to either (i) pay the Lessor the difference between \$54.97 per USF and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above. In the event the TI cost is less than \$54.97 per USF, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 13 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement. Please refer to paragraphs 3.2 and 3.3 herein for additional TI pricing information.
13. The Government shall pay the Lessor annual rental as follows:
- For years 1-5 of the lease term, total annual rental of \$161,308.66 per annum at the rate of \$13,442.39 per month, at the rate of \$44.40/USF or \$40.54/RSF, in arrears, which annual rental includes the base rate for Operating Costs specified in paragraph 16 of this Rider, plus accrued annual adjustments and \$10.04 per RSF (\$39,941.20 per annum) for the amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in paragraph 12 of this Rider above and paragraphs 3.3, 4.2, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated.

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For years 6 through 10 of the lease term, total annual rental of \$127,328.00 per annum at the rate of \$10,610.67 per month, at the rate of \$35.05/USF or \$32.00/RSF, in arrears, which annual rental includes the base rate for Operating Costs specified in paragraph 16 of this Rider. This annual rental shall be subject to adjustment as set forth in paragraph 12 of this Rider above and paragraphs 3.3, 4.2, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated.

14. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease consisting of the shell rate, base year operating expenses and amortization of tenant improvements less the commission credit to the tenant. [REDACTED] of the commission shall be due at the execution of the lease, and the remaining [REDACTED] due at the lease commencement. Lessor shall pay the Broker no additional commissions associated with this lease transaction. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph 2.4, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the balance of the Commission of [REDACTED] (half at lease execution and half at lease occupancy) to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 13 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Total Contract Value:

First month's rental payment of \$13,442.39, of which [REDACTED] is shell rent, minus Commission Credit of [REDACTED] equals \$7,957.89 adjusted first month's rent;

Second month's rental payment of \$13,442.39, of which [REDACTED] is shell rent, minus Commission Credit of [REDACTED] equals \$7,957.9 adjusted second month's rent;

15. For the purposes of the Real Estate Tax Adjustment clause pursuant to SFO Section 4.2 of the Lease, the Government is deemed to occupy 100.00 % of the rentable area of the building.
16. For the purposes of the Operating Cost Escalation pursuant to SFO Section 4.3 Operating Costs of the Lease, the base rate shall be \$33,812.46 per annum or \$8.50 per RSF (exclusive of tenant electric costs), which amounts are hereby conclusively accepted by the Lessor and the Government as the base rate for Operating Cost Escalation purposes, and which base rate shall be adjusted annually throughout the 10 year term of the lease.
17. Pursuant to SFO Section 4.5, "Normal Hours", services, utilities and maintenance are to be provided to the Government's leased premises during the normal hours of operation, 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays, and Federal Holidays.
18. The common area factor is established as 1.0952% (3,979 RSF / 3,633 USF).
19. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$22.35 / USF for vacant space (rental reduction).
20. The Lessor shall furnish domestic water and chilled drinking water, gas service for HVAC; janitorial and common area electricity as part of the rental consideration. Tenant electricity shall be paid for by the Government directly to the public utility company based on readings from a Lessor-furnished and installed meter. Prior to substantial completion, the Lessor shall provide to the Government the number(s) for the meters serving the Government leased space. In accordance with Paragraph 4.6 of this Lease "Overtime Usage", it is agreed that there is no overtime charge for heating, ventilating and air conditioning beyond normal hours of operation.
21. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and Lessor.
22. Wherever the words "Offeror" or "Successful Offeror" appear in the lease they shall be deemed to mean "Lessor". Wherever the words "Solicitation", "Solicitation for Offers" or "SFO" appear in this lease they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this lease they shall be deemed to mean the "leased premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.

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23. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Lease or the application thereof of such term or provision to persons or circumstances other than those as which it is held invalid or unenforceable shall not be effected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. Each employee of the Lessor and/or its contractor(s) employed in the operation of the building shall be (1) citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residency as evidenced by Alien Registration Receipt Card Form I-151; or (3) an alien who presents other information from the Immigration and Naturalization Services that employment will not effect his/her immigration status.
25. If during the term of the Lease, including extensions, the title to this property is transferred to another person either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - a) A certified copy of the deed transferring title of the property from the Lessor to the new owner.
 - b) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this lease.
 - c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer, provided the Government is current on rent and all other obligations under the Lease. The Lessor acknowledges that the Government pays rent one (1) month in arrears.
 - d) The new owner's taxpayer's identification number or Social Security number.
 - e) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list the names of all general partners and identify the laws of which states the limited partnership is created. If a realty trust, give the names of all trustees and the recording date of the trust.

The foregoing information must be received by the fifteenth (15th) day of the month in which the transfer will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rent payments to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rent for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent relative to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in the stop payment of rent until such time as all documentation is received by the Contracting Officer.

26. The Lessor shall not be reimbursed for any service not provided for in the Lease including, but not limited to repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the lease term specified in this Lease, unless approved in advance by an authorized official of the U. S. General Services Administration.
27. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than officers and employees of the U. S. General Services Administration or personnel authorized by the Contracting Officer.
28. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.
29. To the extent of any inconsistency between the terms of this Standard Form 2 (SF2) and rider and any of the attachments, the terms of this SF2 shall govern.
30. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved layout drawings and the construction of the leased premises as required by this Lease, including, but not limited to air conditioning requirements, lighting placement, plumbing and fire and safety requirements.
31. The Government shall have 24-hour/day, 7-day/week access to the leased premises.
32. The Lessor agrees that the Government shall have no obligation to restore the premises as a result of initial or future alterations whether performed by the Lessor or the Government.

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33. The Lessor shall provide the name and telephone number of a designated representative that can be contacted to correct deficiencies. The Lessor shall immediately advise the Government of any change in the name, address and telephone number of the successor within 24 hours.
34. As part of the rental consideration, the Government shall have the right to install a satellite dish and/or antenna on the roof of the building.
35. The Government reserves the right to post Government rules and regulations where the Government leases space within the demised premises.
36. For the purposes of this Lease, Substantial Completion shall mean that the demised premises are sufficiently complete so that the Government can occupy and use the demised premises for the uses intended by this Lease. Upon acceptance of the Leased Premises as Substantially Complete, the Government shall prepare a "punch list" setting forth all items not essential to Substantial Completion (e.g. minor details of construction and mechanical adjustment) and which are not yet complete. The Lessor shall complete all punch list items within 30 days of receipt of said punch list.
37. The Document Security Notice shall continue throughout the entire term of the Lease. (See Exhibit B of Lease "Document Security Notice.")

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- ~~A. The General Services Administration (GSA) is interested in leasing approximately 3,970 rentable square feet of space. The rentable space shall yield a minimum of 3,460 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 3,633 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).~~
- ~~B. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ABOA square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.~~
- ~~C. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:~~
- ~~1. Narrow column spacing;~~
 - ~~2. Atriums, light wells, or other areas interrupting contiguous spaces;~~
 - ~~3. Extremely long, narrow runs of space;~~
 - ~~4. Irregular space configurations; or~~
 - ~~5. Other unusual building features.~~
- ~~6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.~~
- ~~D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.~~
- ~~E. As part of this space requirement, the Government will require use of part of the building roof for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO.~~

1.2 UNIQUE REQUIREMENTS (AUG 2008)

The offered building and/or location must have the following features:

- A. Refer to Section 11 – Special Requirements St. Croix, USVI
- B. Refer to Section 12 – Unique Requirements St. Croix, USVI (Including attachments A, B, C, D, and E)

1.3 LEASE TERM (SEP 2000)

The lease term is for ten (10) years, five (5) years firm. GSA may terminate this lease in whole or in part after five (5) years on sixty (60) days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.4 OFFER DUE DATE (AUG 2008)

~~Offers are due three (3) weeks from receipt of SFO package and shall remain open until lease award.~~

1.5 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See the Lease Security Standards section of this SFO for additional information.

1.6 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

1.7 AREA OF CONSIDERATION (AUG 2008)

~~Buildings which face and have street addresses on the boundary streets are deemed to be within the delineated area.~~

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~~North — Northside Road~~
~~South — Lowery Hill Road~~
~~East — Southside Road~~
~~West — Northside Road as it curves to the north~~

~~An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.~~

1.8 LOCATION: CITY CENTER (AUG 2008)

A. NEIGHBORHOOD:

~~Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.~~

B. PARKING:

The parking to square foot ratio available on site shall at least meet current local code requirements.

C. LOCATION AMENITIES:

~~A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not to exceed a walkable 1/2 mile, as determined by the contracting officer. To meet this requirement, amenities must be existing or the Offeror must demonstrate, to the reasonable satisfaction to the Government (i.e. through evidence of signed leases, construction contracts, etc.), that such amenities will exist by the Government's required occupancy date.~~

D. PUBLIC TRANSPORTATION:

~~A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/4 mile, as determined by the contracting officer.~~

E. SUBMITTAL REQUIREMENT:

~~The Offeror shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.~~

1.9 OCCUPANCY DATE (AUG 2008)

A. Occupancy is required 305 days after lease award.

1.10 NEGOTIATIONS (MAY 2005)

~~A. Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer (or the GSA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.~~

~~B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.~~

~~C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.~~

~~D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).~~

1.11 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall 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 shall be clean and in good condition.

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1.12 BUILDING SHELL REQUIREMENTS (AUG 2008)

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

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
14. All of the above improvements are described in more detail hereinafter in this solicitation.
15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

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~~1.13 LABOR STANDARDS (AUG 2003)~~

~~If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: [HTTP://WWW.ACENET.GOV/FAR/](http://www.acenet.gov/far/)~~

- ~~52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation~~
- ~~52.222-6 Davis Bacon Act~~
- ~~52.222-7 Withholding of Funds~~
- ~~52.222-8 Payrolls and Basic Records~~
- ~~52.222-9 Apprentices and Trainees~~
- ~~52.222-10 Compliance with Copeland Act Requirements~~
- ~~52.222-11 Subcontracts (Labor Standards)~~
- ~~52.222-12 Contract Termination-Debarment~~
- ~~52.222-13 Compliance with Davis Bacon and Related Act Regulations~~
- ~~52.222-14 Disputes Concerning Labor Standards~~
- ~~52.222-15 Certification of Eligibility~~

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