

Intro. Res. No. 1804-2010
Introduced by Presiding Officer, on request of the County Executive and Legislators Muratore,
Romaine, Schneiderman, Stern

Laid on Table 8/3/2010

**RESOLUTION NO. 846 -2010, AUTHORIZING THE LEASE OF
PREMISES LOCATED AT THE RIVERHEAD COUNTY
CENTER, RIVERHEAD, NY FOR USE BY THE U.S. VETERANS
ADMINISTRATION FOR "EAST END VETERANS CLINIC"**

WHEREAS, the County has committed funds for the establishment of the "East End Veterans Clinic", the construction of which is proceeding at the Riverhead County Center; and

WHEREAS, those funds were provided via a 50% matching grant award through the Community Enhancement Facilities Assistance Program (CEFAP) and were accepted by the County through Resolution No. 569-2008; and

WHEREAS, the Veterans Administration is desirous of leasing approximately 4,300 square feet of space at the Riverhead County Center through a fee for services agreement; and

WHEREAS, the tenant has expressed its willingness to lease the space for ten (10) years, through 2020; and

WHEREAS, the County has agreed to reconstruct the premises to suit the needs of the Veterans Administration for the intended purpose; and

WHEREAS, the Space Management Steering Committee recommended the approval of the lease at its April 22, 2010 meeting; and

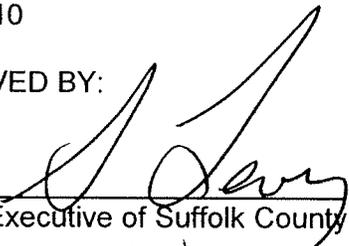
WHEREAS, sufficient capital funds have been appropriated via Resolution No. 569-2008 for the improvements to be made in connection with the premises; now, therefore be it

1st **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute a Lease for ten (10) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

DATED: August 17, 2010

APPROVED BY:



County Executive of Suffolk County

Date: 8/26/10

1804

City Lease # LA0017

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form) RFP VA-243-08-RP-0266

1. LEASE NUMBER VA243-R-0297

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 4,300 rentable square feet of office space (as depicted on the plans) located in Riverhead, NY (Suffolk County) for occupancy not later than 10/1/08 for a term of Ten (10) years. Rentable space must yield 4,300 BOMA-Usable square feet for use by Tenant for personnel, furnishing, and equipment. BDB approximately BDB

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. 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. Below-grade space to be occupied by the Government and all areas in a building including non-Government areas referred to as "hazardous areas" in NFPA 101 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 persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 & 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).

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 laws and regulations.

Services and utilities will be provided daily, extending from 7:00 a.m. to 10:00 p.m. Monday through Friday. Saturdays shall also be included provided the Lessor is given two weeks notice. Federal holidays are excluded. 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.

Suffolk County will provide routine maintenance and building service from 8:00AM to 5:00 PM Monday through Friday. Federal holidays are excluded. BDB

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

Table with 5 columns: HEAT, TRASH REMOVAL, ELEVATOR SERVICE, INITIAL & REPLACEMENT, OTHER. Includes rows for ELECTRICITY, POWER, WATER, SNOW REMOVAL, AIR CONDITIONING, CARPET CLEANING, PAINTING FREQUENCY.

3. OTHER REQUIREMENTS

- THIS SPACE MAY BE UTILIZED ON SATURDAYS AND SUNDAYS WITHOUT ADDITIONAL COST TO THE GOVERNMENT. No access to other parts of the building shall be provided during non-business hours of the County. Suffolk County will be responsible for the design and construction services. The VA is responsible to provide staffing needs for the CBOC, furniture (includes freestanding, modular and carpentry) and IT equipment.

Continued on Page 3

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 ANSIBOMA Z85.1-1996 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): 1) Size and condition of space being offered. 2) Location of space.

INITIALS: BDB & Government Lessor by B. Deren Bradish City at 4's Office

Paragraph 3. OTHER REQUIREMENTS

1. United States Department of Veterans Affairs will not be responsible for any build out costs. The County's contribution to the build-out of the space shall not exceed ONE MILLION DOLLARS (\$1,000,000.00). It is understood by the County and the United States Department of Veterans Affairs that all VA requirements shall be included in the budget.
2. Approvals of the design and of the completed space will be made by:
 - Northport VA Medical Center Director
 - Northport VA Medical Center Safety Officer and VHA Network Safety Fire Protection Engineer
 - VA Central Office for approval to relocate the outpatient clinic
3. All codes and standards outlined in the current (as of the date of this solicitation) VHA Program Guide PG-18-3, the 2001 Guidelines for the Design and Construction of Hospital and Health Care Facilities, and the current VA Fire Protection Design Manual must be fully met before the VA would be able to take occupancy of the clinic. Compliance with VA Handbook 0730/1, dated August 2004, Security and Law Enforcement, must be met. All offices, clinic rooms, and the Building in which the clinic is located must comply with all applicable Joint Commission Standards and state and local codes. This shall include door widths, hardware and utility requirements.

Where renovation work is done within an existing facility, VA may, at its sole discretion and in its capacity as authority having jurisdiction, approve drawings and specifications that contain deviations if it is determined the applicable intent or objective has been met and such deviations have been identified prior to submission of the final construction documents.

4. The County shall provide the following:
 - **Floor tiles:** New flooring throughout the space.
 - **Lavatories:** In all exam rooms and where body fluids may be handled. Each room requires a lavatory suitable for a health care setting and with foot pedal controls or as approved by VA.
 - **Restrooms:** Adequate number of patient and staff rest rooms must be provided per the final approved plans.
 - **Parking Spaces:** General parking shall be provided in the County's general parking lots, no reserved employee or patient parking shall be provided. Handicap parking is necessary for disabled veterans and staff and shall be provided in accordance with ADA, VA and local requirements in order to meet the demand of the clinic. 808
5. The Government may terminate this lease at any time after the fifth year by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
6. Space must be accessible by public transportation. No reserved parking shall be provided for the exclusive use of the clinic.

7. OTHER ATTACHMENTS:

GSA Form 3516, Solicitation Provisions (Acquisition of Leasehold Interests in Real Property); GSA Form 3517A, General Clauses (Simplified Lease); GSA Form 3518A, Representations and Certifications (Short

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GSA Form 3626 Continued

Form); GSA form 1217, Lessor's Annual Cost Statement.

8. AREA OF CONSIDERATION:

The space must be located specifically in Suffolk County. Location must be on or near route with public transportation, public parking, handicapped accessible, and entrance on first floor or street level.

9. TERM:

Proposals are invited based on a total lease term of ten (10) years.

10. HOW TO OFFER:

Offers must be received by the Contracting Officer no later than 4:30 p.m. local time on May 27, 2008.

*Joanna L. Koven (632/NAL)
Network Acquisition Program, Bldg. 10, Room 121
Department of Veterans Affairs
79 Middleville Road
Northport, NY 11768*

The following documents, properly executed, must be submitted:

- a. GSA Form 1364, Proposal to Lease Space
- b. GSA Form 3626, U.S. Government Lease for Real Property (Short Form);
- c. GSA Form 3516, Solicitation Provisions (Acquisition of Leasehold Interests in Real Property);
- d. GSA Form 3517A, General Clauses (Simplified Leases);
- e. GSA Form 3518A, Representations and Certifications (Short Form); and
- f. GSA Form 1217, Lessor's Annual Cost Statement;

11. PARKING:

General parking shall be provided in the County's general parking lots, no reserved employee or patient parking shall be provided. Handicap parking is necessary for disabled veterans and staff and shall be provided in accordance with ABA, VA and local requirements in order to meet the demand of the clinic.

12. SITE:

The site offered will be inspected by the Government and will be constructed/renovated per plans that are approved by the Government and County.

- a. Be able to accommodate the proposed building and provide appropriately located parking, barrier free access to handicapped and service entrances, and safe ways of passage for pedestrians.
- b. Topography of generally flat nature with no steep grades and not affected by the 100 year floodplain.
- c. Prominent visibility of VA's presence and dominant ingress/egress to on-site pedestrian and vehicle circulation from primary access routes.
- d. Be capable of providing visibility of VA's presence from public thoroughfares through signage. The Government reserves the right to post Government rules and regulations within the leased space. The Government reserves the right to purchase and have installed a canopy above the main entrance to the leased space. VA shall provide at its sole cost and expense any such

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Lessor Government

GSA Form 3626 Continued

signage/canopy. Installation shall be in compliance with local permitting and issuance of a Certificate of Completion.

13. OCCUPATIONAL PROTECTION, HEALTH & ENVIRONMENTAL SAFETY:

It is VA policy to lease space which does not expose the occupant to undue safety and environmental risks.

14. LAYOUT, COMPATIBILITY AND LOCAL PLANS:

The following must be met:

- a. Potential for efficient layout for design by the Government;
- b. Consistency of highest and best use in consideration with the Government's intended use, and;
- c. Consistency of the proposed development with state, regional, local plans and programs and
- d. The County's budgetary constraints in constructing/renovating the space. It is understood that the space will be constructed/renovated per approved plans.

15. NEGOTIATIONS:

Negotiations will be conducted on behalf of the Government by the VA Contracting Officer and/or Contracting Officer's Representative. The VA Contracting Officer is named on the cover of this Solicitation. VA will conduct oral or written negotiations with all responsible offerors.

16. VA DESIGN OF INTERIOR SPACE:

Space shall be partitioned and constructed in accordance with plans as approved by VA and County. VA and County will work together to design the space as expeditiously as possible.

17. CONSTRUCTION INSPECTIONS:

Construction inspections will be made periodically by the Contracting Officer and/or the designated technical representative to review compliance with the Solicitation requirements and the final working drawings.

Periodic reviews and inspections by the Government are not to be interpreted as resulting in any approval of the lessor's apparent progress toward meeting the government's objectives but are intended to discover any information which the Contracting Officer may be able to call the lessor's attention to prevent costly misdirection of effort. The lessor will remain completely responsible for designing. The lessor will remain completely responsible for constructing the leased space in accordance with the requirements of this solicitation.

18. DATE OF POSSESSION:

Space shall be delivered ready for occupancy as soon as possible.

19. EXITS AND ENTRANCES:

All exits, stairs, corridors, aisles, and passageways that are intended for use by the Government shall comply with the latest edition of NFPA 101 ("Life Safety Code") or as otherwise agreed by the parties, as evidenced in the approved final plans except that there must be at least two separate exits available on

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Lessor Government

GSA Form 3626 Continued

each floor. Vestibules shall be provided at public entrances and exits wherever weather conditions and air conditioning loss are important factors for consideration.

20. WINDOWS:

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

Locks on windows or doors leading to fire escapes shall be of a type that can be easily opened from within the building without any special knowledge or effort.

21. ARCHITECTURAL FINISHES:

(1) Finish Schedule:

All required finish selection samples must be provided within 30 days of the request for such by the Contracting Officer if required. VA shall deliver necessary finish selections to the lessor within 10 days after receipt of samples. All finish materials and colors must be approved by the Contracting Officer and COTR.

(2) Ceilings:

Per plans and specifications approved by the VA.

(3) Painting:

Immediately prior to VA occupancy all surfaces, designated by the VA for painting, must be newly painted in colors acceptable to the VA. County will paint the space every five (5) years in colors acceptable to the VA. VA reserves the right to paint the leased space if needed during the intervals between County paintings.

(4) Doors: Exterior:

Exterior doors shall be weather tight, equipped with automatic door closures and open outward. Doors shall be fitted with a steel bolt protection plate which deters tampering with the bolt or latch. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

(5) Doors: Interior:

All doors must have a minimum opening as required by applicable codes and standards and shall be operable by a single effort.

(6) Doors: Hardware:

Hardware must be heavy duty non-corrosive metal. All public use doors must be equipped with kick-plates, or must be flush up to a minimum height of 12 inches measured from the floor, and have pull bars or handles, and automatic door closures. Corridor and outside doors must be equipped with 5-pin tumbler cylinder locks and door checks. All locks must be master keyed. The Government must be furnished at least two master keys for each lock. Doors must have matching hardware stops. Hardware for doors to provide egress shall conform to NFPA Standard No. 101.

(7) Partitions:

Partitioning requirements may be met with existing partitions if they meet the Government's

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standards and layout requirements.

(8) Tile:

Per plans and specifications approved by the VA.

(9) VCT:

VCT will also be used in exam rooms and other rooms as determined by the VA. Proper maintenance must be included.

(10) Carpet:

Per plans and specifications approved by the VA.

(11) 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 one inch width or less. The window blinds must have non corroding mechanisms and synthetic tapes.

22. **HANDICAPPED PERSONS ACCESSIBILITY**

(1) Parking:

Locate a minimum of ten (10) accessible parking spaces as close as possible to accessible entrances and to an accessible walk servicing these entrances.

(2) Entrances:

All main and other frequently used entrances shall be accessible. Accessible entrances shall be connected by accessible walks to accessible parking, passenger loading zones, public streets and sidewalks and public transportation stops. Accessible entrances shall also be connected to all accessible elements, e.g., elevators, telephones, or ramps, and spaces throughout the building by means of accessible paths of travel.

Identify accessible entrances through the display of the "International Symbol of Accessibility" and prominently placed routing signs.

(3) Controls:

Per plans and specifications approved by the VA.

(4) Ramps:

Ramps shall comply with ^{local BDB} ~~ABA and VA~~ requirements regarding gradient of slope, handrails, etc.

23. **Mechanical, Electrical, Plumbing:**

(1) Operation of Building Equipment:

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.

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(2) Lighting: Interior & Exterior:

Modern, low brightness, fluorescent fixtures shall be provided in office and clinic areas to maintain a lighting level of 70 foot-candles in work areas, and 20 foot candles in non-work areas. Higher levels may be required in special function areas; consult recommendations of Illuminating Engineering Society.

Building entrances and parking areas must be lighted, UL listed and approved.

(3) Switches:

Per plans and specifications approved by the VA.

(4) Elevators:

The lessor shall provide an elevator for VA use in all multi-story buildings or in space offered above ground, to provide full access to and/or throughout the clinic.

Elevators shall be inspected and maintained in accordance with ANSI/ASME A17.2.

The floor covering in the car shall be a non-slip, firm surface which permits easy movement of wheelchairs. Carpet of any kind is not acceptable.

24. SERVICES, UTILITIES, MAINTENANCE:

(1) Utilities:

The Lessor shall ensure that public utilities necessary for operation are available and operable at the site at the time of occupancy. The cost of utilities is included as part of the rental consideration. All utility expenses will be paid by the lessor (electricity, gas, water, and sewage) for space occupied and utilized by the VA.

(2) Maintenance by Lessor:

Building equipment and maintenance requirements are to be met by the lessor. The lessor must have a building superintendent or a local, designated representative available to promptly correct deficiencies or attempt to correct deficiencies within four (4) hours after written or oral notice of such condition from the VA. If no substantial attempt has been made to correct the deficiencies within the specified time, action will be taken by VA to correct such deficiencies and the cost of repairs will be billed to the County.

Elevator response time shall be four (4) hours in an emergency (elevator inoperable) and forty eight (48) hours otherwise.

The lessor is responsible for total maintenance of the following items:

- a. HVAC Equipment
- b. Water supply for ordinary lavatory purposes
- c. Common area maintenance including lobby, roads, parking areas and grounds
- d. Building exterior
- e. Building structure, the roof, the exterior walls, windows, doors and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance

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- f. Plumbing, electrical and HVAC serving and not serving the demised premises exclusively whether or not located in the demised premises

All equipment and systems shall be maintained to provide reliable service without unusual interruption, disturbing noises, exposure to fire or safety hazards, or unusual emissions of dirt. The lessor's maintenance responsibility includes all supplies of all items, materials, and equipment necessary for such maintenance. All maintenance work will be done in accordance with applicable codes, and inspection certificates will be displayed as appropriate.

(3) Hours of Operation:

The Government shall have access to air cooled or heated leased space at all times during normal working hours, including the use of elevators, toilets, and lights without additional payment.

(4) VA Cleaning Responsibility:

The Government shall maintain the interior of the leased premises in a clean condition. The VA shall have cleaning responsibility for the inside of the leased premises.

(5) Lessor's Cleaning Responsibility:

The lessor shall maintain areas of the leased premises as described below:

- a. Interior and exterior extermination of insects and rodents shall be provided on a regular basis and upon any sign of infestation. Use of chemicals shall conform to EPA and state requirements. Additional service shall be provided by the Lessor at the request by the VA.
- b. Wash outside of all exterior windows, glass located over and in exterior and vestibule doors and all exterior plate glass around entrances, lobbies, and vestibules, when the rest of the facility is cleaned.
- c. Remove weeds from around building, parking areas, and fence borders frequently. Mow lawns and present an attractive appearance.
- d. Remove snow and ice from all entrances, sidewalks, parking lots and approaches. Chemicals or sand may be used to reduce safety hazards. It is understood that Department of Public Works has procedures in place and that snow and ice removal will occur as expeditiously as possible.

25. SAFETY, FIRE PROTECTION & ENVIRONMENTAL MANAGEMENT:

(1) Code Violations:

Space offered must have a current occupancy permit issued by the local jurisdiction. Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, they must be promptly corrected at the Lessor's expense. If it can be determined that the hazards were caused by the Government, the expense of the correction will be a Government expense.

(2) Portable Fire Extinguishers:

Portable fire extinguishers shall be provided, inspected, and maintained by the Lessor in accordance with (NFPA) standard for "Portable Fire Extinguishers."

(3) Standpipes:

Standpipes for Class 1 service shall be provided if the building is four or more stories and shall conform to NFPA 14, "Installation of Standpipe and Hose Systems". In buildings where sprinklers

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are provided, a combination sprinkler/standpipe system shall be provided.

(4) Sprinkler System:

Automatic sprinklers shall conform to NFPA 13, be maintained in accordance with NFPA Standard No. 13A, have electrically supervised control valves (NFPA 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA 72) or approved central station (NFPA 71).

(5) Engineered Smoke Control System:

Smoke control systems are not required in leased building; however, such systems shall be maintained in operating condition and in accordance with the manufacturer's recommendations if accepted as a trade-off under the local building code.

(6) Manual Fire Alarm Systems:

A manual fire alarm system shall be provided where required by NFPA 101. Installation, maintenance, operation, testing, and equipment shall conform to NFPA 72A, and any applicable local codes. Both audible and visual alarms must be provided.

The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA 72) or approved central station (NFPA 71). Emergency power must be provided in accordance with NFPA 70 and 72.

(7) Exit and Emergency Lighting:

Unless the Government occupies areas solely on the first floor where the exit or way to reach it is apparent, exit and emergency lighting is required which shall conform to NFPA 101. Exit marking signs or access to exit signs shall be located in corridors, aisles and passageways to identify the location of stairways or exists. Emergency lighting shall be provided to illuminate corridors, aisles, passageways and stairways. Both types of lighting shall have two sources of power with automatic switching capability.

(8) Fire Doors:

Fire doors shall conform with NFPA 80, Standard for "Fire Doors and Other Opening Protectives".

(9) OSHA Requirements:

The lessor agrees to comply with all Occupational Safety and Health Administration (OSHA) Safety and Health Standards located in 29 CFR.

26. INSTRUCTIONS AND PREPARATION:

(1) Notice to Offerors:

Offerors should read all parts of this Solicitation. All forms required for offer are included in this Solicitation. Any additional information must be requested in writing. Oral instructions are not binding.

(2) Erasures or Changes:

Erasures on, or changes to, the offer forms must be initialed by the person signing the offer.

(3) Completion of GSA Form 3518A:

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GSA Form 3626 Continued

The offeror must submit with the offer a signed copy of GSA Form 3518A, "Representations and Certifications", with all information requested.

(4) Preparation of GSA Form 3626:

Complete Part II – Section A, Location and Description of Premises Offered for Lease by Government, Section B, Terms and Section C, Rental.

(5) Appraisal (JUN 1985)

The Government reserves the right to make an appraisal of the space offered. The offeror shall make available any pertinent information which is required.

(6) 522.270-5 – Lease Award (JUN 1985)

- (a) The Government will award a lease resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, will be most advantageous to the Government, price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may (1) reject any or all offers, (2) accept other than the lowest priced offer, and (3) waive informalities and minor irregularities in offers received.
- (c) Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (d) The Unconditional acceptance of an offer establishes a valid contract.

(7) 552.270-6 – Parties to Execute Lease (AUG 1992)

- (a) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, must the lease.
- (b) If the Lessor is a partnership, the lease must be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited partnership shall accompany the lease.
- (c) If the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the office or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority so to act shall be furnished.

(END OF GSA Form 3626)

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GSA Form 3626 Continued

**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 tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:
 - GSAR 552-203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.)
 - GSAR 552-203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.)
 - FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
 - FAR 52.209-8 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.)
 - FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.)
 - FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)
 - GSAR 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)
 - GSAR 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

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

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

INITIALS: BDG & _____
LESSOR GOVERNMENT

SOLICITATION PROVISIONS
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available or the full text of a solicitation provision may be accessed electronically as GSA Form 3516A at this address: <http://www.gsa.gov/leasingform>.

2. The following provisions are incorporated by reference:

GSAR 552.270-1 INSTRUCTIONS TO OFFERORS – ACQUISITION OF
LEASEHOLD INTERESTS IN REAL PROPERTY
(MAR 1998)

FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY
COMPLIANCE EVALUATION (FEB 1999)
(Applicable to leases exceeding \$10 million)

GSAR 552.270-3 PARTIES TO EXECUTE LEASE (SEP 1999)

FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

GSAR 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL
SERVICES ADMINISTRATION (MAR 2000)

FAR 52.215-5 FACSIMILE PROPOSALS (OCT 1997)
(Applicable only if facsimile proposals are authorized.)

3. FLOOD PLAINS AND WETLANDS (APR 1984)

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

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

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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LESSOR GOVERNMENT

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

(Applicable to leases over \$10,000.)

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)

(Applicable to leases over \$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 (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, 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;
 - (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.
- (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.

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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: _____
- 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);
- 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 _____
- TIN _____

6. 52.204-6 -- Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

INITIALS: BOB & _____
LESSOR & GOVERNMENT

establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>, or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- Registration Active and Copy Attached
- Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME STREET CITY, STATE, ZIP	TELEPHONE NUMBER
	_____ Signature	_____ Date

INITIALS: BDB & _____
LESSOR GOVERNMENT

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE		1. SOLICITATION FOR OFFERS		2. STATEMENT DATE	
LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"		3. RENTAL AREA (SQ. FT.)		3A. ENTIRE BUILDING	
				3B. LEASED BY GOV'T	
4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)					
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION					
SERVICES AND UTILITIES			LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
			(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA	
A. CLEANING, JANITOR AND/OR CHAR SERVICE					
5. SALARIES					
6. SUPPLIES (Wax, cleaners, cloths, etc.)					
7. CONTRACT SERVICES (Window washing, waste and snow removal)					
B. HEATING					
8. SALARIES					
9. FUEL (*X* one) <input type="checkbox"/> OIL <input type="checkbox"/> GAS <input type="checkbox"/> COAL <input type="checkbox"/> ELEC-TRIC					
10. SYSTEM MAINTENANCE AND REPAIR					
C. ELECTRICAL					
11. CURRENT FOR LIGHT AND POWER (Including elevators)					
12. REPLACEMENT OF BULBS, TUBES, STARTERS					
13. POWER FOR SPECIAL EQUIPMENT					
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)					
D. PLUMBING					
15. WATER (For all purposes) (Include sewage charges)					
16. SUPPLIES (Soap, towels, tissues not in 6 above)					
17. SYSTEM MAINTENANCE AND REPAIR					
E. AIR CONDITIONING					
18. UTILITIES (include electricity, if not in C11)					
19. SYSTEM MAINTENANCE AND REPAIR					
F. ELEVATORS					
20. SALARIES (Operators, starters, etc.)					
21. SYSTEM MAINTENANCE AND REPAIR					
G. MISCELLANEOUS (To the extent not included above)					
22. BUILDING ENGINEER AND/OR MANAGER					
23. SECURITY (Watchmen, guards, not janitors)					
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS.					
25. LAWN AND LANDSCAPING MAINTENANCE					
26. OTHER (Explain on separate sheet)					
27. TOTAL					
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES					
28. REAL ESTATE TAXES					
29. INSURANCE (Hazard, liability, etc.)					
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT					
31. LEASE COMMISSION					
32. MANAGEMENT					
33. TOTAL					
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.			34. SIGNATURE OF <input type="checkbox"/> OWNER <input type="checkbox"/> LEGAL AGENT		
TYPED NAME AND TITLE			SIGNATURE		DATE
34A.			34B.		34C.
35A.			35B.		35C.

INSTRUCTIONS
FOR
LESSOR'S ANNUAL COST STATEMENT
GSA FORM 1217

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

ITEM NUMBER

1. Enter the Government lease or Solicitation for Offers number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

SECTION I
ESTIMATED ANNUAL COST
OF SERVICES AND UTILITIES

- 5.-26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

 Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

SECTION II
ESTIMATED ANNUAL COST OF OWNERSHIP
EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34.-35. Complete Lessor certification.

RIDER TO

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

SECTION 1. CARE AND REPAIR OF PREMISES BY COUNTY

Section 1.01 During the Term of this Lease, the GOVERNMENT shall make and be responsible for, at its sole cost and expense, all repairs and replacements relating to the Premises those repairs and/or replacements which are made necessary by: (1) the negligent use or operation of the GOVERNMENT's property or fixtures; (2) the moving of the GOVERNMENT's property or fixtures in, out or about the Premises; (3) the negligence or misuse of the Premises by the GOVERNMENT or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of GOVERNMENT shall be at least equal in quality and design to the original construction of the Premises.

SECTION 2. ALTERATIONS

Section 2.01 The GOVERNMENT shall have no right, during the term of this Lease, to make any "Alterations," meaning any alterations, installations, improvements, additions, or renovations to the Premises or any part or portion thereof, with notice to, but without the prior written consent of, COUNTY.

SECTION 3. INSURANCE

As a Department of the Federal Government, VA is self-insured. Therefore, VA does not agree to purchase liability insurance. Claims for damage or injury resulting from alleged negligence of VA are subject to the Federal Torts Claim Act (FTCA)

SECTION 4. NEGATIVE COVENANTS

Section 4.01 The GOVERNMENT shall not use, occupy, maintain, or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant, or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (e) cause physical damage to the Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

Section 4.02 The GOVERNMENT shall not place a load upon any floor or roof of the Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

**SECTION 5. COUNTY'S RIGHT TO INSPECT AND REPAIR; ACCESS
GENERALLY**

Section 5.01 COUNTY may, but shall not be obligated to, enter the Premises at any reasonable time, on reasonable written notice to the GOVERNMENT (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Premises, as necessary or desirable. COUNTY shall not be required to notify the GOVERNMENT in connection with any entry into the Premises during normal business hours for purposes of COUNTY's obligations under this Lease to maintain or repair the Premises. COUNTY shall provide telephonic notice at least one hour prior to entering the Premises during non-business. Notwithstanding anything to the contrary contained in this Section, COUNTY shall use reasonable efforts in its access of the Premises to cause a minimal amount of interference with GOVERNMENT's use of the Premises.

SECTION 6. SURRENDER OF PREMISES; HOLDOVER

Section 6.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the term, without the necessity of any further notice from either the COUNTY or the GOVERNMENT to terminate the same and that continued occupancy of the Premises by the Lessee after the expiration of said term shall not operate to renew the Lease for said term or any part thereof.

Section 6.02 On the Expiration Date, or upon the earlier termination of this Lease, the GOVERNMENT shall, at its expense, quit, surrender, vacate, and deliver the Premises to the COUNTY in good order, condition and repair, ordinary wear and tear and damage for which GOVERNMENT is not responsible under the terms of the Lease, or damage by the elements, fire or other casualty beyond GOVERNMENT's reasonable control excepted, together with all improvements therein. GOVERNMENT shall, at its expense, remove from the Premises all GOVERNMENT's personal property and any personal property of persons claiming by, through or under the GOVERNMENT, equipment, furniture, and any Alterations not approved by COUNTY, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal. Any personal property or Alterations of the GOVERNMENT which shall remain in the Premises after the termination of this Lease, shall be deemed to have been abandoned and either may be retained by COUNTY as its property or may be stored or disposed of as COUNTY may see fit. If property not so removed shall be sold, COUNTY may receive and retain the proceeds of such sale and apply the same, at COUNTY's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which COUNTY may be entitled. Any excess proceeds shall be the property of COUNTY.

Section 6.03 The provisions of this Section 6 shall survive the expiration or earlier termination of this Lease.

SECTION 7. NOTICES

Section 7.01 Operational Notices: Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this

Lease shall be in writing and shall be given to the GOVERNMENT or LESSOR or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to COUNTY, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with a copy to the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to the GOVERNMENT, at GOVERNMENT's address first above set forth, with a copy to (~, Attention: ~, Esq., or at such other address as the GOVERNMENT may designate in writing.

Section 7.02 Notices Relating to Termination and/or Litigation: In the event the GOVERNMENT receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, the GOVERNMENT shall immediately deliver to the County Attorney, at the address set forth above, copies of all papers filed by or against the GOVERNMENT.

a. Any communication or notice regarding termination shall be in writing and shall be given to the GOVERNMENT or the COUNTY or their designated representative at the addresses set forth in *Section 7.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered:

(i) by nationally recognized overnight courier; or (ii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

b. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the Federal Rules of Civil Procedure, as applicable.

Section 7.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 8. ASSIGNMENT AND SUBLETTING

Section 8.01 The Government shall not assign this Lease or sublet all or any portion of the Premises.

SECTION 9. ENVIRONMENTAL RESPONSIBILITIES

VA will, to the extent permitted by the Federal Tort Claims Act, indemnify and hold harmless the County from and against any claims, demands or causes of actions caused by the VA personnel in carrying out their responsibilities.

SECTION 10. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 10.01 The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit X and made a part hereof.**

SECTION 11. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 11.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the COUNTY and the GOVERNMENT or to constitute the COUNTY or the GOVERNMENT as an agent or employee of the other.

SECTION 12. BROKER

The COUNTY and the GOVERNMENT, each to the other, represent and warrant that no broker or finder called the Premises to the GOVERNMENT's attention for lease or took any part in any dealings, negotiations, or consultations with respect to the Premises or this Lease. Each party shall forthwith notify the other Party of any such claim, demand, or legal action regarding a broker claiming a commission.

VA will, to the extent permitted by the Federal Tort Claims Act, indemnify and hold harmless the County from and against any claims, demands or causes of actions caused by the VA personnel in carrying out their responsibilities.

SECTION 13. CERTIFICATION

Section 13.01 The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements between the Parties, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Lease.

SECTION 14. GOVERNING LAW

Section 14.01 This Lease shall be governed by federal law.

SECTION 15. INDEPENDENT CONTRACTOR

Section 17.01 It is expressly agreed that the GOVERNMENT's status hereunder is that of an independent contractor. Neither the GOVERNMENT, nor any person hired by the GOVERNMENT shall be considered employees of the COUNTY for any purpose.

SECTION 16. PARAGRAPH HEADINGS

The paragraph headings in this Lease and Rider are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION 17. SEVERABILITY

It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 18. ENTIRE AGREEMENT

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 19. NO ORAL CHANGES

It is expressly agreed that this Lease and Rider represents the entire agreement of the parties, that all previous understandings are merged in this Lease and Rider. No modification of this Lease and Rider shall be valid unless written in the form of an Amendment and executed by both parties.

SECTION 20. INTERPRETATION

This Lease is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Lease to be drafted.

EXHIBIT X
SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

The Contractor, as a federal agency, is not bound by state, city or local laws, rules and regulations; however, provided the applicable law is not inconsistent with federal law, the Contractor agrees to the following Suffolk County Legislative Requirements:

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration.

Required Form: Suffolk County Form SCEX 22; entitled
 "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor — Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor — Living Wage Unit Living Wage Certification/Declaration — Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor — Labor Mediation Unit Union Organizing Certification/Declaration — Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract,

subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor — "Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §~A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of

Suffolk From Contracting With Corporations That Reincorporate Overseas.” Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Pursuant to the Contractor’s policy of voluntary compliance with local abuse reporting statutes, and regarding its compliance with Chapter 577, Article IV, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” the Contractor shall report instances of abuse in accordance with the provisions of the VHA Directive, “Reporting of Abuse and Neglect Cases”.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §~143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section § 590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.su\(folk<http://www.co.suffolk.fl.us>](http://www.co.suffolk.fl.us). Click on “Laws of Suffolk County” under “Suffolk County Links.”

End of Text for Exhibit X

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on August 17, 2010 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

A handwritten signature in cursive script that reads "Tim Laube".

Clerk of the Legislature

Intro. Res. 1804 Res. No. 846

August 17, 2010

Motion:

Romaine, Schneiderman, Browning, Muratore, Losquadro
 Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Co-Sponsors:

Romaine, Schneiderman, Browning, Muratore, Losquadro
 Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Second:

Romaine, Schneiderman, Browning, Muratore, Losquadro
 Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE	✓				
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Thomas MURATORE					
6	Daniel P. LOSQUADRO					
7	Jack EDDINGTON					
9	Ricardo MONTANO					
10	Thomas CILMI					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
14	Wayne R. HORSLEY					
15	DuWayne GREGORY					
16	Steven H. STERN					
17	Lou D'AMARO					
18	Jon COOPER					
5	Vivian VILORIA-FISHER, D.P.O.					
8	William J. LINDSAY, P.O.					
Totals		18				

MOTION	
<input checked="" type="checkbox"/> Approve	
Table: _____	
<input type="checkbox"/> Send To Committee	
<input type="checkbox"/> Table Subject To Call	
<input type="checkbox"/> Lay On The Table	
<input type="checkbox"/> Discharge	
<input type="checkbox"/> Take Out of Order	
<input type="checkbox"/> Reconsider	
<input type="checkbox"/> Waive Rule _____	
<input type="checkbox"/> Override Veto	
<input type="checkbox"/> Close	
<input type="checkbox"/> Recess	
APPROVED <input checked="" type="checkbox"/>	FAILED _____
No Motion _____	No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
<input type="checkbox"/> NOT ADOPTED

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote