

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(GSA Form 3626 - Short Form)**

1. LEASE NUMBER  
GS-04B-50075

**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 2,348 BOMA rentable square feet of office and related space located at Tri-Cities Regional Airport, in Blountville, Tennessee for occupancy not later than May 4, 2010 for a term of five years with cancellation rights for the Government after two years. Rentable space must yield a minimum of 2,348 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.  
**INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS asap.**

**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 Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7 a.m. to 6 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall provide space improvements listed below within n/a days after award.

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

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	<u>Post Office/Mail Box usage</u>
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>semi-annual</u>	Space <u>every 3 yrs</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>Determined</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>semi-annual</u>		

**by Lessor**

**3. OTHER REQUIREMENTS**

Refer to:

- 1) Attachment #1
- 2) GSA Form 3518, Representation and Certification
- 3) GSA Form 3517, General Clauses (short form)
- 4) Copy of floor plan of leased space.

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

**4. BASIS OF AWARD**

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

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

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

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  Tri-Cities Regional Airport 2525 Highway 75 Blountville, TN 37617-6366	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) Ground floor	b. ROOM NUMBER(S) Suite 100 = 1,687 rsf; Suite 112 = 283 rsf; Suite 113 = 73 rsf; Suite 114 = 91 rsf; Suite 115 = 156 rsf; closet = 15 rsf; restroom = 43 rsf
	c. Rentable SQ. FT. 2,348 RSF/ 2,348 USF	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

**B. TERM**

To have and to hold, for the term commencing on May 4, 2010 and continuing through May 3, 2015 inclusive. No rental shall accrue after the effective date of lease expiration. The Government may terminate this lease at any time on or after May 3, 2012 by giving at least thirty (30) days notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

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

7. AMOUNT OF ANNUAL RENT <b>See Attachment #1</b>	9. MAKE CHECKS PAYABLE TO (Name and address) Tri-Cities Airport Commission P.O. Box 1055 Blountville, TN 37617-6366
8. RATE PER MONTH <b>See Attachment #1</b>	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)  
Tri-Cities Airport Commission  
P.O. Box 1055  
Blountville, TN 37617-6366

10b. TELEPHONE NUMBER OF OWNER [REDACTED]	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT Ken Maness	13. TITLE OF PERSON SIGNING Chairman

15. DATE <u>6/24/2010</u>	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. Award date  (Date)
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**PART III - AWARD (To be completed by Government)**

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626- 3 pages, (b) Representations and Certifications, (c) the Government's General Clauses, (d) a Floor Plan identifying lease space (to be submitted by Offeror with initial offer).


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

17a. NAME OF CONTRACTING OFFICER (Type or Print) <u>Felicia R Walker</u>	17b. SIGNATURE OF CONTRACTING OFFICER [REDACTED]	17c. DATE <u>8/4/10</u>
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~~1.) The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:~~

<u>Term</u>	<u>Annual Rent</u>	<u>Total Rate PRSF (rounded)</u>	<u>Monthly</u>
05/04/2010-05/03/2011	\$51,372.78	\$21.88	\$4,281.07
05/04/2011-05/03/2012	\$53,942.95	\$22.97	\$4,495.25
05/04/2012-05/03/2013	\$56,640.10	\$24.12	\$4,720.01
05/04/2013-05/03/2014	\$59,472.10	\$25.33	\$4,956.01
05/04/2014-05/03/2015	\$62,445.71	\$26.60	\$5,203.81

- 2.) The Lessor shall provide all utilities, janitorial, and maintenance as part of the rental consideration for this lease. There is no additional cost to the Government for overtime usage of the HVAC system.
- 3.) The Lessor shall furnish the labor, material, and supervision necessary to maintain the structure, roof, walls, windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.
- 4.) The Lessor shall furnish the labor, material, and supervision necessary to maintain all mechanical and electrical equipment and systems in a satisfactory condition to provide reliable service to said systems, and to correct disturbing noises, or exposures to fire and safety hazard. All local code requirements shall be displayed on all boilers, unfired pressure vessels, or other items for which a certification is required.
- 5.) The Lessor shall maintain the building and space in a safe and healthful condition in accordance with Occupational Safety and Health Administration(OSHA) standards, provide level of fire and life safety for the tenants in accordance with NFPA Standard 101 or equivalent, and provide accessibility to workers or visitors with disabilities in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG) and the Uniform Federal Accessibility Standards (UFAS) or ABAAS standards.
- 6.) The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial buildout of the leased space and/or any subsequent modifications required during the lease period.
- 7.) Initial tenant improvements for this contract are provided by the Government.
- 8.) The Lessor shall furnish the labor and materials to provide the following janitorial services as scheduled below:
- Daily trash removal and disposal (Monday through Saturday);
  - Daily cleaning and re-supplying of restrooms (Monday through Saturday);
  - General cleaning of the leased premises to include dusting surfaces, vacuuming of floors, and damp mopping hard surface floors twice weekly;
  - Periodic cleaning of leased premises to include shampoo of carpet, cleaning interior windows, and stripping and sealing the tile floors at six month intervals.
- 9.) The rental rate includes the following components:
- Operating Cost Base: \$6.25 prsf for Years 1-5. (This lease is not subject to annual CPI escalation.)
  - Shell Rate: \$15.63 prsf for Year 1; \$16.72 prsf for Year 2; \$17.87 prsf for Year 3; \$19.08 prsf for Year 4; and \$20.35 prsf for Year 5.
  - Tenant Improvement Rate: N/A
- 10.) The common area factor (CAF) is established as 1.00 (2,348 usf/ 2,348 rsf).

Initials:   
 Lessor                      Gov't

ATTACHMENT #1 TO LEASE – page 2 of 2  
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BLOUNTVILLE, TENNESSEE

11.) The adjustment rate for vacant premises is established to reduce the rental rate by \$ N/A prsf .

12.) The percentage of occupancy by the Government for tax purposes is established at N/A%, meaning this type of expense is not subject to reimbursement.

13.) Lease No. GS-04B-46020 (LTN46020) for space in Suites 122 and 123 is terminated upon the commencement of this lease contract.

14.) RADON IN AIR: If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

Initials:

  
Lessor

Govt