

ORDINANCE 2019-09-12-0712

AUTHORIZING A FIVE-YEAR LEASE AGREEMENT WITH THE UNITED STATES GOVERNMENT THROUGH THE GENERAL SERVICES ADMINISTRATION PROVIDING THE TRANSPORTATION SECURITY ADMINISTRATION OFFICES AND PARKING SPACES AT THE SAN ANTONIO INTERNATIONAL AIRPORT COMMENCING OCTOBER 1, 2019, GENERATING \$4,133,313.36 OVER THE TERM TO BE DEPOSITED IN THE AIRPORT OPERATING AND MAINTENANCE FUND.

* * * * *

WHEREAS, in August 2015, City Council authorized a five-year lease agreement with the United States Government through GSA for the TSA for space at the San Antonio International Airport through Ordinance No. 2015-08-20-0707 which commenced on September 1, 2015; and

WHEREAS, the City and TSA wish to enter into a new lease for 7,244 square feet of office space and eight parking spaces at the San Antonio International Airport; and

WHEREAS, this new lease agreement, which cancels the current agreement, is effective October 1, 2019 and will generate revenue in the amount of \$778,794.32 in the first year; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee is authorized to execute a lease with TSA for 7,244 square feet of office space and eight parking spaces at the San Antonio International Airport, a copy of which is set out in **EXHIBIT 1**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 51001000 Internal Order 233000000007 and General Ledger Account 4409018.

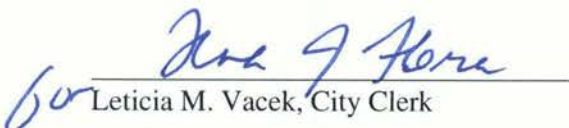
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

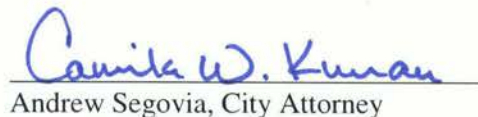
PASSED and APPROVED this 12th day of September, 2019.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	20 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19A, 19B, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40)
Date:	09/12/2019
Time:	10:04:32 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving a five-year lease agreement with the United States Government through the General Services Administration agency for office and parking spaces for the Transportation Security Administration agency at the San Antonio International Airport. The agreement will commence on October 1, 2019 and generate \$4,133,313.36 over the five-year term, which will be deposited in the Airport Operating and Maintenance Fund. [Carlos Contreras, Assistant City Manager; Russell Handy, Director, Aviation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				
Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

MAT
09/12/19
Item No. 20

EXHIBIT 1
TSA LEASE

LEASE NO. GS-07P-LTX00238

On-Airport Lease
GSA FORM L201D (October 2018)

This Lease is made and entered into between

SAN ANTONIO, CITY OF

(Lessor), whose principal place of business is 9800 AIRPORT BLVD SAN ANTONIO, TX 78216-4888 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

9800 Airport BLVD San Antonio, TX 78216-4888

and more fully described in Section 1 and Exhibit A together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon October 1, 2019 and continuing for a period of

5 Years Firm

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: Erik J. Walsh
Title: City Manager
Entity: City of San Antonio
Date: _____

Name: _____
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the 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.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

- A. Office and Related Space: 7,244 rentable square feet (RSF), yielding 7,244 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole factor, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 8 parking spaces as depicted on the plan attached hereto as Exhibit F, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces and 8 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2017)

- A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	October 1, 2019 - September 30, 2020	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENT	\$116,027.15	\$16.02
OPERATING COSTS	\$657,487.17	\$90.76
PARKING	\$5,280.00	\$440.00
TOTAL ANNUAL RENT	\$778,794.32	\$106.78
	October 1, 2020 - September 30, 2021	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENT	\$119,515.13	\$16.50
OPERATING COSTS	\$677,252.43	\$93.49
PARKING	\$5,280.00	\$440.00
TOTAL ANNUAL RENT	\$802,047.56	\$109.99
	October 1, 2021 - September 30, 2022	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENT	\$123,100.91	\$16.99
OPERATING COSTS	\$697,571.85	\$96.30
PARKING	\$5,280.00	\$440.00
TOTAL ANNUAL RENT	\$825,952.76	\$113.29
	October 1, 2022 - September 30, 2023	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENT	\$126,795.35	\$17.50
OPERATING COSTS	\$718,507.01	\$99.19
PARKING	\$5,280.00	\$440.00
TOTAL ANNUAL RENT	\$850,582.36	\$116.69

October 1, 2023 - September 30, 2024		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENT	\$130,598.45	\$18.03
OPERATING COSTS	\$740,057.91	\$102.16
PARKING	\$5,280.00	\$440.00
TOTAL ANNUAL RENT	\$875,936.36	\$120.19

Parking shall be provided at a rate of **\$440.00** per month for (surface/outside) parking spaces (or **\$5,280.00** per year).

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **7,244** ABOA SF, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
3. Performance or satisfaction of all other obligations set forth in this Lease; and,
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 ~~TERMINATION RIGHTS (ON-AIRPORT) (SEP-2013)~~ INTENTIONALLY DELETED

1.05 ~~RENEWAL RIGHTS (OCT-2016)~~ INTENTIONALLY DELETED

1.06 ~~DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2017)~~

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form 1364, Proposal to Lease	4	A
GSA Form 3517B, General Clauses	15	B
Agency Security Requirements Level II	8	C
System for Award Management Entity Registration and Representations and Certifications	8	D
Floor Plan(s)	11	E
Parking Plan	1	F

1.07 ~~OPERATING COST-BASE (OCT-2016)~~ INTENTIONALLY DELETED

1.08 ~~LESSOR'S DUNS NUMBER (OCT 2017)~~

Lessor's Dun & Bradstreet DUNS Number: **144539801**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located .
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). 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 does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~ INTEITIONALLY DELETED

2.05 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

- A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (OCT 2017)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at <https://www.acquisition.gov>, prior to the Lease award and throughout the life of the Lease. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

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.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- | | | | | |
|--|--|--|---|--|
| <input checked="" type="checkbox"/> HEAT | <input type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | Space <u>Once A Year</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> RESTROOM SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | <u>(As described in Section 5 of Lease)</u> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV. & SUPP | Frequency <u>Once A Year</u> | Public Areas <u>N/A</u> | |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided **24 Hours a day (7 Days a Week)**.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government

functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.htm#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.htm#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO2 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. 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 EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 PAINT AND CARPET

A. Painting: The Lessor shall provide all the labor and materials to re-paint all wall surfaces within the leased premise including, but not limited to, the removal of all items on the walls, cleaning of all wall surfaces prior to painting, the repair of any damage on the wall surfaces, the painting of all wall surfaces, and the replacement of all items back on to the walls.

B. Lessor shall coordinate with the occupying agency on the selection of the color of the paint based upon the paint standards that are within the lease agreement. Additionally, the Lessor shall coordinate with the occupying agency on the type and color of the carpet based on the standards set out by the lease agreement.

C. The Lessor shall coordinate with the occupying agency on the dates and times of the installation of the carpet and painting activity. All activities shall be completed on or before ninety (30) calendar days from the commencement date of the rental payments.

E. The Paint refresh of the leased space shall be completed on or no later than November 1, 2019.

PROPOSAL TO LEASE SPACE	In Response to Request for Lease Proposals (RLP) Number →	XXXXXX	DATED	MM-DD-YYYY
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SECTION I - DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION	a. Building Name <p style="text-align: center;">San Antonio International Airport</p>	b. Building Street Address Terminal A: 9800 Airport Blvd., San Antonio, TX 78216 Terminal B: 9710 Airport Blvd., San Antonio, TX 78216			
c. City San Antonio	d. State TX	e. 9-Digit ZIP Code 78216	f. Congressional District TX21		
2a. FLOORS OFFERED <p style="text-align: center;">2</p>	2b. TOTAL NUMBER OF FLOORS IN BUILDING <p style="text-align: center;">5</p>	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING 639220			
		a. GENERAL PURPOSE (Office) 7244 SF	b. WAREHOUSE NA SF	c. OTHER NA SF	
4. LIVE FLOOR LOAD <p style="text-align: center;">unknown Pounds per SF</p>	5. MEASUREMENT METHOD <input type="checkbox"/> ANS/BOMA <input type="checkbox"/> OTHER	6. YEAR OF LAST MAJOR RENOVATION (if applicable) 2014	7. BUILDING AGE Terminal A - 35 years Terminal B - 9 years	8. SITE SIZE 639220 SF _____ Acres	

SECTION II - SPACE OFFERED AND RATES

9. ANS/BOMA OFFICE AREA SQUARE FEET (ABOA) <u>NA</u>	10. RENTABLE SQUARE FEET (RSF) <u>7244</u>	11. COMMON AREA FACTOR (CAF) <u>NA</u>
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"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the BSAC as stated in Block 13, are to be included in the shell-rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.

	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT \$ PER RSF	e. ANNUAL RENT \$ PER ABOA SF	f. NUMBER YEARS RATE IS EFFECTIVE
12. TENANT IMPROVEMENTS (per RLP requirements)	\$ NA	NA	NA	\$ NA	\$ NA	NA
13. BSAC (per RLP requirements)	\$ NA	NA	NA	\$ NA	\$ NA	NA
14. SHELL BUILD-OUT (per RLP requirements)	\$ NA					
15. TOTAL BUILD-OUT COSTS	\$ NA					
16. SHELL RENT (including real estate taxes. Refer to Line 28 on GSA Form 1217)				\$ NA	\$ NA	NA
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)				\$ NA	\$ NA	
18. TOTAL RATE/SF				\$ NA	\$ NA	NA
19. TOTAL ANNUAL RENT				\$		
	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS
20. STEP RENT (SHELL RATES)	\$ NA /RSF \$ NA /ABOA	NA Thru	\$ NA /RSF \$ NA /ABOA	NA Thru	\$ NA /RSF \$ NA /ABOA	NA Thru

21. PARKING	a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror: _____ Surface _____ Structured b. Number of parking spaces required by local code: _____ Surface _____ Structured c. Number of parking spaces for Employee/Visitor Use (per RLP): _____ Surface _____ Structured d. Number of parking spaces for Official Government Vehicles (per RLP): _____ Surface _____ Structured e. Does the rental rate offered above include RLP-required parking costs? YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, complete the following: Annual cost per space: \$ _____ Surface \$ <u>55.00</u> per space per month _____ Structured					
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SECTION III - LEASE TERMS AND CONDITIONS

22. INITIAL LEASE TERM (Full Term)			23. RENEWAL OPTIONS			
a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease	a. Shell Rate / RSF / Yr	b. Years Each	c. Number of Options	d. Number of Days Notice to Exercise Option:
5	5	60	\$ See Attachment	NA	0	NA
24. OFFER GOOD UNTIL AWARD			25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.			
26. COMMISSIONS (If applicable), ATTACH COMMISSION AGREEMENT - NA						
a. Tenant Representative Commission:		b. Owner's Representative Commission:		c. Schedule of Commission Payments:		
_____ %		_____ %		_____ % at lease award and _____ % at lease occupancy		
27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*			28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE			
<p>*Block 27 fees only applicable for TI subject to post-award pricing. N/A for turnkey pricing</p> <p>a. Architectural/Engineering fees will be (choose one):</p> <p><input type="checkbox"/> 1. \$ _____ per ABOA SF</p> <p><input type="checkbox"/> 2. _____ % of Total TI construction costs</p> <p><input type="checkbox"/> 3. \$ _____ flat fee</p> <p>b. Lessor's Project Management Fee will be _____ percent of Total TI construction costs</p> <p>c. If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.</p> <p>The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.</p>			<p>Adjustment for Vacant Premises: \$ _____ per ABOA SF</p> <p>HVAC Overtime Rate: \$ _____ per hour per <input type="checkbox"/> zone <input type="checkbox"/> floor <input type="checkbox"/> space (choose one)</p> <p>For rates based on a "per zone" basis, provide the following:</p> <p>Number of zones in offered Space: _____</p> <p>Areas requiring 24 hour HVAC (LAN, etc.) \$ _____ per ABOA SF*</p> <p>*Only applies when the Government requires separate reimbursement for 24 hour HVAC as described under Section 1 of the Lease. Otherwise, include this cost in the operating rent, as described under Section 5 of the Lease</p> <p>Building's Normal Hours of HVAC Operation: 24/7</p> <p>Monday - Friday _____ AM to _____ PM</p> <p>Saturday _____ AM to _____ PM</p> <p>Sunday _____ AM to _____ PM</p> <p>Percent of Government Occupancy: _____ %</p> <p>Current Year Taxes: \$ _____</p> <p>Based on fully assessed value? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the offered space part of multiple tax bills or multiple buildings on a single tax parcel? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If so, provide tax ID numbers and SF for each. Attach the legal description of the offered property.</p> <p>If a site is offered, state the total land costs: \$ _____</p>			
29. FREE RENT INCLUDED IN OFFER			30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See RLP requirements)			
<p><input type="checkbox"/> 1. _____ months free rent (includes shell, operating, TI and BSAC rent)</p> <p><input type="checkbox"/> 2. Other rental concessions structured as follows _____</p> <p><input type="checkbox"/> 3. None</p>			<p>See attached</p>			
31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER						
Please see the attached spreadsheet and space exhibits for rate information						

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

32. RECORDED OWNER						
a. Name	b. Address	c. City	d. State	e. ZIP +4	f. DUNS Number	
City of San Antonio	9800 Airport Blvd	San Antonio	TX	78216	144 539 801	
33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.						
<input checked="" type="checkbox"/> I have read the RLP with attachments in its entirety and am requesting no deviations.						
34. Offeror's Interest in Property						
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent <input type="checkbox"/> Other						
35. OFFEROR <input type="checkbox"/> Check if same as Recorded Owner						
a. Name	b. Address	c. City	d. State	e. ZIP +4		
John Gallu	9800 Airport Blvd	San Antonio	TX	78216		
f. Title	g. E-Mail Address			h. Telephone Number		
Property + Business Development Coordinator	john.gallu@sanantonio.gov			210-207-1467		
i. Offeror's Signature				j. Date Signed		
				4-22-19 MM-DD-YYYY		

1 **Offeror's Interest in the Property:**

Fee owner Other:

Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.

2 **Flood Plains:**

The Property is in a base (100-year) flood plain in a 500-year flood plain not in a flood plain.

(See RLP Section 2, Flood Plains.)

3 **Seismic Safety: The Building**

RLP does not contain seismic requirements. No documentation required.

RLP contains seismic requirements. The Building

- Fully meets seismic requirements or meets an exemption under the RLP
- Does not meet seismic requirements, but will be retrofitted to meet seismic requirements
- Will be constructed to meet seismic requirements
- Will not meet seismic requirements

(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.

4 **Historic Preference: The Building is a**

- Historic property within a historic district.
- Non-historic developed site or non-historic undeveloped site within a historic district.
- Historic property outside of a historic district.
- None of the above.

(See RLP Section 2, Historic Preference.) Attach appropriate documentation.

5 **Asbestos-Containing Material (ACM): The Property**

- Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.
- Contains ACM not in a stable, solid matrix.

(See RLP Section 2, Asbestos.) Unknown N/A

6 **Fire/Life Safety:**

The Property Meets Does not meet Lease fire/life safety standards.

(See RLP Section 2, Fire Protection and Life Safety.)

7 **Accessibility:**

The Property Meets Does not meet Lease accessibility standards.

(See RLP Section 2, Accessibility.)

8 **ENERGY STAR®: The Building**

- Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): _____
- Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and
 - Determined that none are cost effective.
 - Determined that the following are cost effective (Attach additional pages):

(See RLP Section 2, Energy Independence and Security Act.)

9 **Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.**

I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.

- Unknown - NA
(See RLP and Lease documents for more information)

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
STANDARDS OF CONDUCT	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
	ADJUSTMENTS	28	552.270-30
29		52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
30		552.270-13	PROPOSALS FOR ADJUSTMENT
31			CHANGES
AUDITS		32	552.215-70
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS: *JK* & _____
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMET (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attomed to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS: gca & _____
LESSOR GOVERNMENT

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

INITIALS: ga & _____
LESSOR & GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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LESSOR GOVERNMENT

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

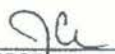
(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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LESSOR GOVERNMENT

plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

INITIALS: &
LESSOR / GOVERNMENT

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

FACILITY ENTRANCES AND LOBBY

EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms located within the Space.

SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access:

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

- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES (SHELL)

The Government shall have a designated main entrance.

IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site specific signage.

LANDSCAPING

LANDSCAPING REQUIREMENTS (SHELL)

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

SECURITY SYSTEMS

CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)

GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE

The Government shall provide and install an entry control system, with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Closed Circuit Television (CCTV) system shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four hour CCTV coverage and recording, provided and operated by the Government. The Government will centrally monitor the CCTV surveillance. Government specifications are available from the Contracting Officer. The Lessor shall post necessary regulatory, statutory, and/or site specific signage, as determined by the Government.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary.

INTRUSION DETECTION SYSTEM (IDS)

LESSOR: _____ GOVERNMENT: _____

SECURITY REQUIREMENTS (LEVEL II)

REV (06/22/18)

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GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building, as necessary.

DURESS ALARM

GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as determined by the Contracting Officer, shall document and implement duress procedures for emergency situations.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

STRUCTURE

WINDOWS

No countermeasures are required for baseline standard.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC) (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION (SHELL)

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

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

CYBERSECURITY (SHELL)

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures in order to safeguard facilities and occupants:
 1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
 2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
 3. Encourage vendors of BACS to secure these devices and software through the following:
 - a. Develop and Institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
 - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.

LESSOR: _____ GOVERNMENT: _____

SECURITY REQUIREMENTS (LEVEL II)

REV (06/22/18)

Page 5 of 8

- c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
- d. Close unnecessary open ports to secure against unprivileged access.
- e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).
- f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>
- g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
- h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
- i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
- j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.
- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security (CIS) benchmarks or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

Exhibit D System For Award Management Entity Registration and
Representations and Certifications
Pages 1-8



Entity Dashboard <ul style="list-style-type: none"> › Entity Overview › Entity Registration <ul style="list-style-type: none"> › Core Data › Assertions › Reps & Certs › POCs › Reports <ul style="list-style-type: none"> › Service Contract Report › BioPreferred Report › Exclusions <ul style="list-style-type: none"> › Active Exclusions › Inactive Exclusions › Excluded Family Members <p align="center">RETURN TO SEARCH</p>	SAN ANTONIO, CITY OF DUNS: 144539801 CAGE Code: 3TER5 Status: Active Expiration Date: 07/19/2019 Purpose of Registration: All Awards	9800 Airport Blvd San Antonio, TX, 78216-4888, UNITED STATES																																				
	Entity Registration																																					
<p align="center">Page Description</p> This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.																																						
<input type="button" value="PRINT"/>																																						
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 2px;">Current Record</td> <td style="width: 50%; text-align: right;"> <input type="button" value="VIEW SELECTED RECORD"/> </td> </tr> </table>			Current Record	<input type="button" value="VIEW SELECTED RECORD"/>																																		
Current Record	<input type="button" value="VIEW SELECTED RECORD"/>																																					
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">DUNS Number:</td> <td style="width: 50%;">144539801</td> </tr> <tr> <td>D&B Legal Business Name:</td> <td>SAN ANTONIO, CITY OF</td> </tr> <tr> <td>Doing Business As:</td> <td>San Antonio International Airport</td> </tr> </table>			DUNS Number:	144539801	D&B Legal Business Name:	SAN ANTONIO, CITY OF	Doing Business As:	San Antonio International Airport																														
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D&B Legal Business Name:	SAN ANTONIO, CITY OF																																					
Doing Business As:	San Antonio International Airport																																					
<p align="center">Core Data</p>																																						
<p>Business & TIN Information:</p> <table border="0" style="width: 100%;"> <tr> <td colspan="2">Business Information:</td> </tr> <tr> <td>Business Start Date:</td> <td>10/01/2001</td> </tr> <tr> <td>Fiscal Year End Close Date:</td> <td>09/30</td> </tr> <tr> <td>Company Division Name:</td> <td></td> </tr> <tr> <td>Company Division Number:</td> <td></td> </tr> <tr> <td>Corporate URL:</td> <td></td> </tr> <tr> <td>Congressional District:</td> <td>TX 21</td> </tr> <tr> <td>Initial Registration Date:</td> <td>03/31/2004</td> </tr> <tr> <td>Submission Date:</td> <td>07/19/2018</td> </tr> <tr> <td>Activation Date:</td> <td>07/19/2018</td> </tr> <tr> <td>Expiration Date:</td> <td>07/19/2019</td> </tr> <tr> <td colspan="2">Physical Address:</td> </tr> <tr> <td>Address Line 1:</td> <td>9800 Airport Blvd</td> </tr> <tr> <td>City:</td> <td>San Antonio</td> </tr> <tr> <td>State/Province:</td> <td>TX</td> </tr> <tr> <td>Country:</td> <td>UNITED STATES</td> </tr> <tr> <td>ZIP/Postal Code:</td> <td>78216 - 4888</td> </tr> <tr> <td colspan="2">Mailing Address:</td> </tr> </table>			Business Information:		Business Start Date:	10/01/2001	Fiscal Year End Close Date:	09/30	Company Division Name:		Company Division Number:		Corporate URL:		Congressional District:	TX 21	Initial Registration Date:	03/31/2004	Submission Date:	07/19/2018	Activation Date:	07/19/2018	Expiration Date:	07/19/2019	Physical Address:		Address Line 1:	9800 Airport Blvd	City:	San Antonio	State/Province:	TX	Country:	UNITED STATES	ZIP/Postal Code:	78216 - 4888	Mailing Address:	
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ZIP/Postal Code:	78216 - 4888																																					
Mailing Address:																																						
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-top: 1px solid black;">Lessor</td> <td style="width: 50%; border-top: 1px solid black;">Gov't</td> </tr> </table>			Lessor	Gov't																																		
Lessor	Gov't																																					

Address Line 1: 9800 AIRPORT BLVD
Address Line 2:
City: SAN ANTONIO
State/Province: TX
Country: UNITED STATES
ZIP/Postal Code: 78216

Sensitive Identifiers:

EIN: 746002070

IRS consent:

Tax Payer Name: SAN ANTONIO CITY OF
Address Line 1: 9800 AIRPORT BLVD
Address Line 2:
City: SAN ANTONIO
State: TX
Country: UNITED STATES
ZIP/Postal Code: 78216
Type of Tax: Applicable Federal Tax
Tax Year: (Most Recent Tax Year) 2006
Name of Individual Executing Consent: ERIC KAALUND
Title of the Individual Executing Consent: FISCAL PLANNING MANAGER
TIN Consent Date: 07/19/2018

CAGE/NCAGE Code

CAGE: 3TER5

Does this entity have an Immediate Owner? No

Does this entity have any Predecessors? No

General Information

Country of Incorporation:
State of Incorporation:
Company Security Level:
Highest Employee Security Level:

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

Government Type

U.S. Local Government

Municipality

City

Entity Structure

U.S. Government Entity

Entity Type

US Local Government

Purpose of Registration

All Awards

Financial Information

Do you accept credit cards as a method of payment? Yes

Account Details:

CAGE Code: 3TER5

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes

Assertions

Goods & Services:

NAICS Codes Selected

921110	Yes	Executive Offices
921120		Legislative Bodies

Product & Service Codes Selected

PSC Description

Size Metrics

World Wide:

Total Receipts (3 year average): \$ 1897671333

Average Number of Employees (12 Month Average): 10355

Location (Optional):

Annual Receipts (3 Year Average): \$

Average Number of employees (12 Month Average):

EDI Information

Do you wish to enter EDI Information for your non-government entity? No

Disaster Response Information

Do you wish to be included in the Disaster Response Registry? No

Does your company require bonding to bid on Contracts?

Geographic Area Served:

Representations and Certifications

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Bryant Hall, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent SAN ANTONIO, CITY OF in any of these representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

[FAR 52.203-11](#): Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

[FAR 52.203-18](#): Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

[FAR 52.209-10](#): Prohibition on Contracting with Inverted Domestic Corporations.

[FAR 52.212-5](#): Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

[FAR 52.233-38](#): Compliance with Veterans' Employment Reporting Requirements

[FAR 52.233-30](#): Combating Trafficking in Persons

[FAR 52.232-56](#): Certification Regarding Trafficking in Persons Compliance Plan.

[FAR 52.233-1](#): Biobased Product Certification

[FAR 52.225-20](#): Prohibition on Conducting Restricted Business Operations in Sudan-Certification

[FAR 52.225-25](#): Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

[FAR 52.237-6](#): Royalty Information (Alternate I)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

[FAR 52.203-2](#): Certificate of Independent Price Determination.

[FAR 52.204-3](#): Taxpayer Identification

[FAR 52.204-5](#): Women-Owned Business (Other Than Small Business)

[FAR 52.204-17](#): Ownership or Control of Offeror

[FAR 52.204-20](#): Predecessor of Offeror

[FAR 52.209-2](#): Prohibition on Contracting with Inverted Domestic Corporations-Representation

[FAR 52.209-5](#): Certification Regarding Responsibility Matters

[FAR 52.209-11](#): Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

[FAR 52.212-3](#): Offeror Representations and Certifications -Commercial Items

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.214-14](#): Place of Performance-Sealed Bidding

[FAR 52.215-6](#): Place of Performance

[FAR 52.219-1](#): Small Business Program Representations (Alternate I)

If no NAICS table is displayed, this registrant may not be considered a small business.

[FAR 52.219-2](#): Equal Low Bids

[FAR 52.222-14](#): Certification Regarding Knowledge of Child Labor for Listed End Products

[FAR 52.222-22](#): Previous Contracts and Compliance Reports

[FAR 52.222-25](#): Affirmative Action Compliance

[FAR 52.222-48](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

[FAR 52.222-52](#): Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

[FAR 52.224-4](#): Recovered Material Certification

[FAR 52.224-9](#): Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

[FAR 52.224-22](#): Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

[FAR 52.225-2](#): Buy American Certificate

[FAR 52.225-11](#): Buy American-Free Trade Agreements-Israeli Trade Act Certificate

[FAR 52.225-6](#): Trade Agreements Certificate

[FAR 52.226-2](#): Historically Black College or University and Minority Institution Representation

[FAR 52.227-15](#): Representation of Limited Rights Data and Restricted Computer Software

Grants Certifications

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements,

must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does SAN ANTONIO, CITY OF wish to apply for a Federal financial assistance project or program, or is SAN ANTONIO, CITY OF currently the recipient of funding under any Federal financial assistance project or program?

Points of Contact

Mandatory Points of Contact:

Accounts Receivable POC

Title:
First Name: Bryant
Middle Name:
Last Name: Hall
Email: bryant.hall@sanantonio.gov
US Phone: (210)207-3563
Extension:
NON US Phone:
Notes:

Electronic Business POC

Title:
First Name: George
Middle Name:
Last Name: Gavia
Email: george.gavia@sanantonio.gov
US Phone: (210)207-3887
Extension:
NON US Phone:
Notes:
Address Line 1: 9800 AIRPORT BLVD.
Address Line 2:
City: SAN ANTONIO
State/Province: TX
Country: UNITED STATES
ZIP/Postal Code: 78216 - 4888

Government Business POC

Title:
First Name: George
Middle Name:
Last Name: Gavia
Email: george.gavia@sanantonio.gov

US Phone:	(210)207-3887
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	9800 AIRPORT BLVD.
Address Line 2:	
City:	SAN ANTONIO
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78216 - 4888

Optional Points of Contact:

Past Performance POC

Title:	
First Name:	ALFREDO
Middle Name:	
Last Name:	MARTINEZ
Email:	alfredo.martinez@sanantonio.gov
US Phone:	(210)207-3849
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	9800 AIRPORT BLVD.
Address Line 2:	
City:	SAN ANTONIO
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78216 - 4888

Past Performance Alternate POC

Title:	
First Name:	GUADALUPE
Middle Name:	
Last Name:	TALAMANTEZ
Email:	guadalupe.talamantez@sanantonio.gov
US Phone:	(210)207-3462
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	9800 AIRPORT BLVD.
Address Line 2:	
City:	SAN ANTONIO
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78216 - 4888

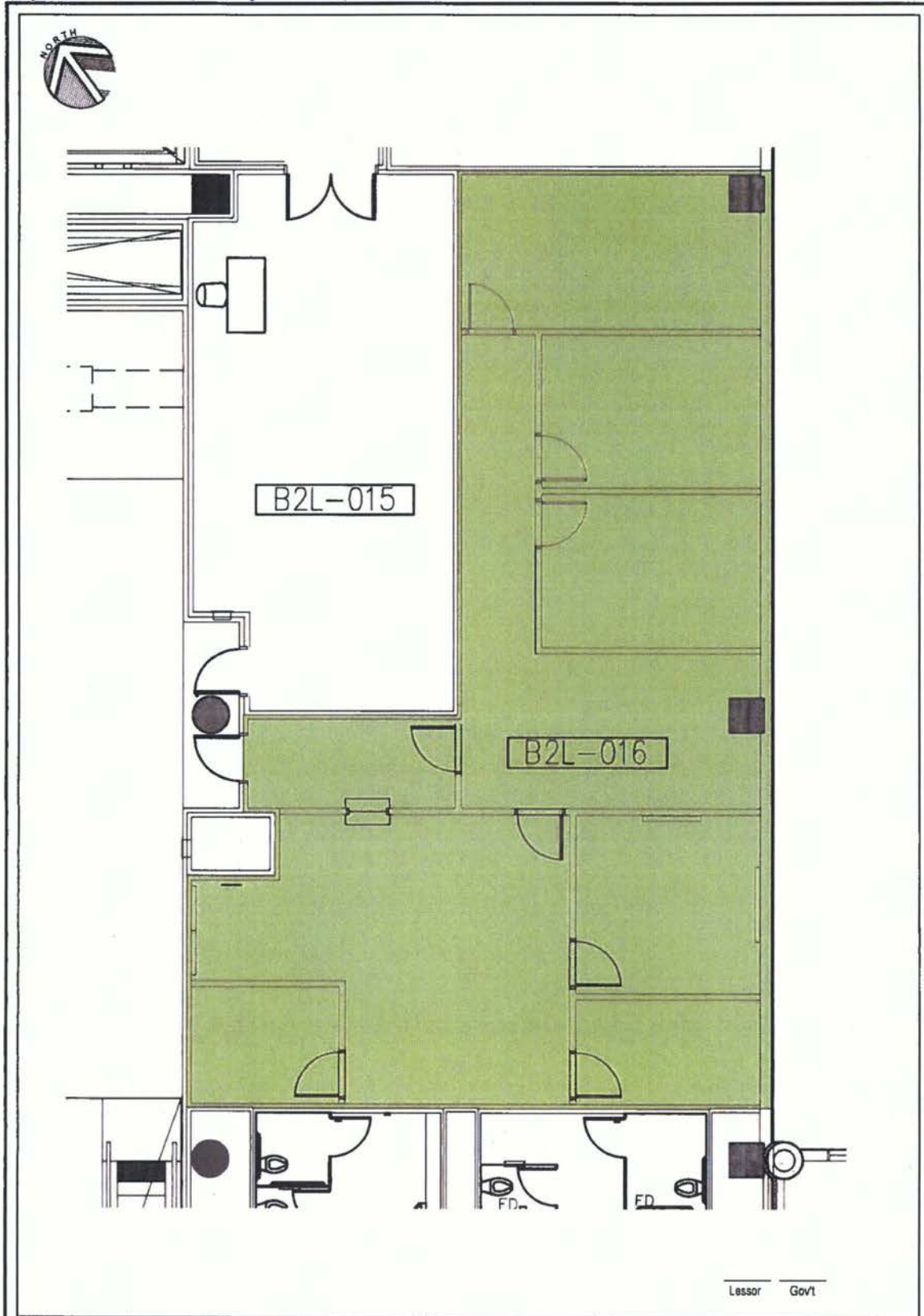
Electronic Business Alternate POC

Title:
First Name: PHILIP
Middle Name:
Last Name: DE LA ROSA
Email: philip.delarosa@sanantonio.gov
US Phone: (210)207-3888
Extension:
NON US Phone:
Notes:
Address Line 1: 9800 AIRPORT BLVD.
Address Line 2:
City: SAN ANTONIO
State/Province: TX
Country: UNITED STATES
ZIP/Postal Code: 78216 - 4888

Government Business Alternate POC

Title:
First Name: PHILIP
Middle Name:
Last Name: DE LA ROSA
Email: philip.delarosa@sanantonio.gov
US Phone: (210)207-3888
Extension:
NON US Phone:
Notes:
Address Line 1: 9800 AIRPORT BLVD.
Address Line 2:
City: SAN ANTONIO
State/Province: TX
Country: UNITED STATES
ZIP/Postal Code: 78216 - 4888

Drawing Name: P:\Lesser Exhibit\Terminal Exhibit\Departure Level.dwg User: d017510 Mar 11, 2015 - 9:44am



Lessor Govt



SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL B
9710 AIRPORT BLVD., SAN ANTONIO, TX 78216

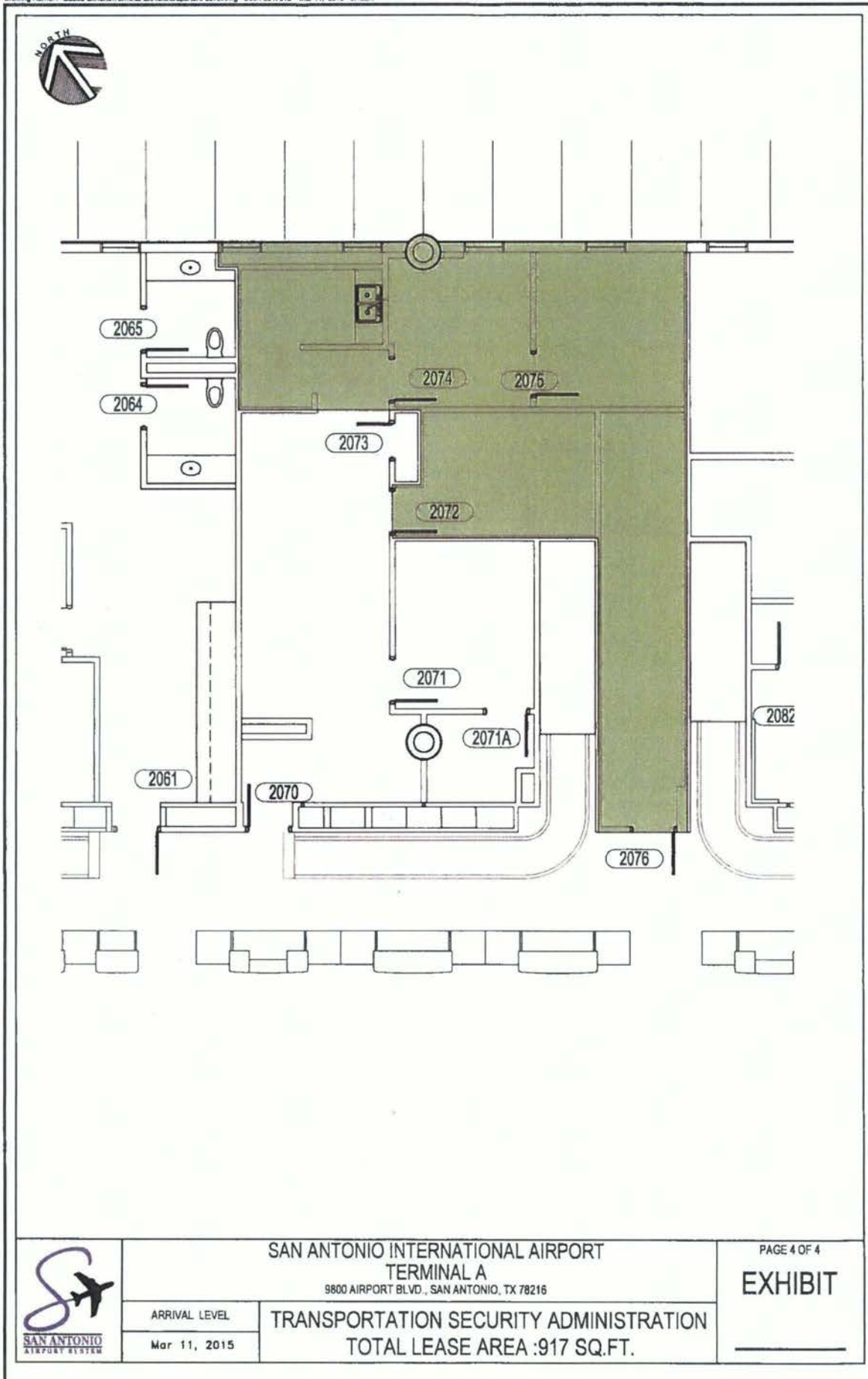
PAGE 3 OF 4

EXHIBIT

ARRIVAL LEVEL

Mar 11, 2015

TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE AREA :1724 SQ.FT.



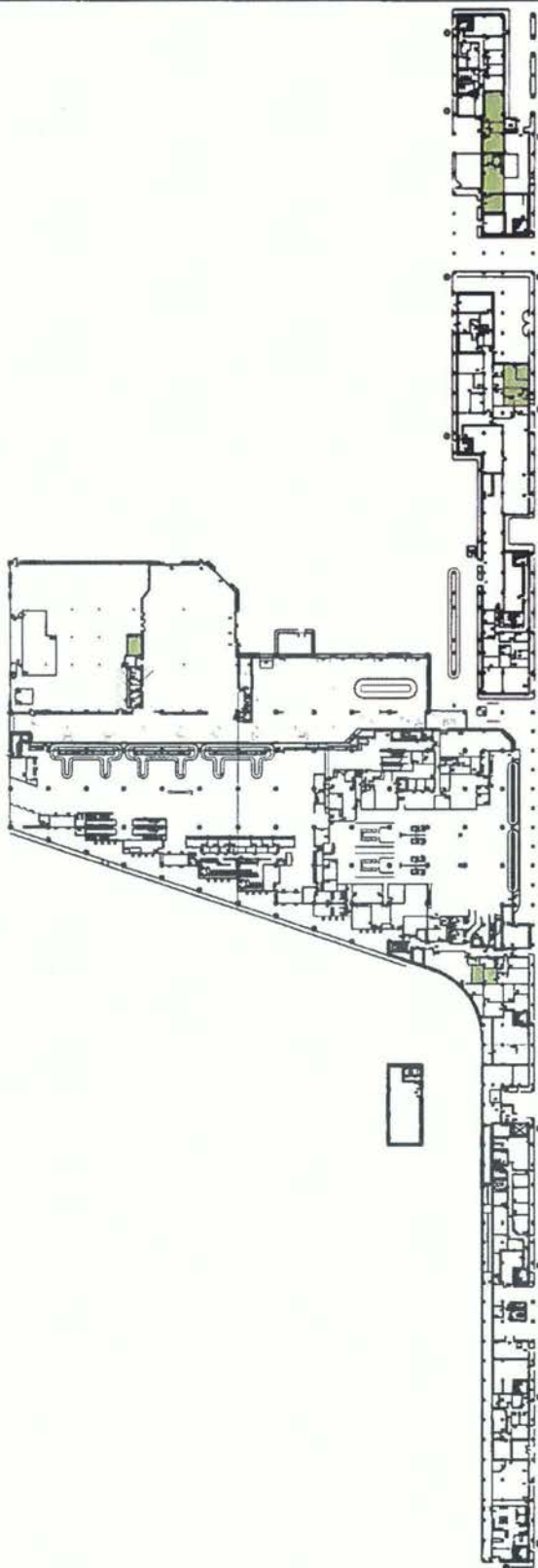
SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

ARRIVAL LEVEL
Mar 11, 2015

TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE AREA :917 SQ.FT.

PAGE 4 OF 4

EXHIBIT



SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

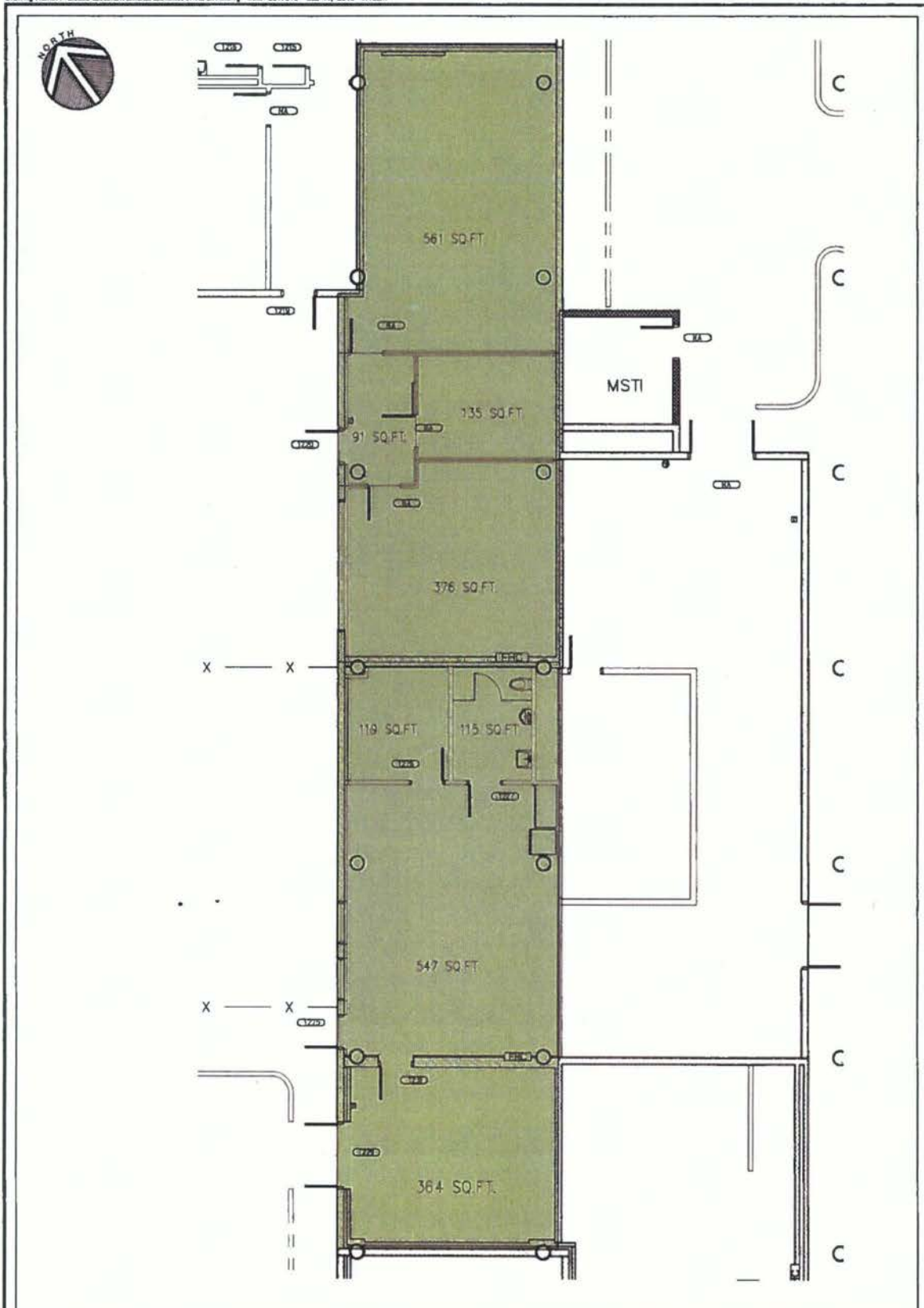
PAGE 1 OF 6

EXHIBIT

ARRIVAL LEVEL

Mar 11, 2015

TRANSPORTATION SECURITY ADMINISTRATION
OVERALL PLAN

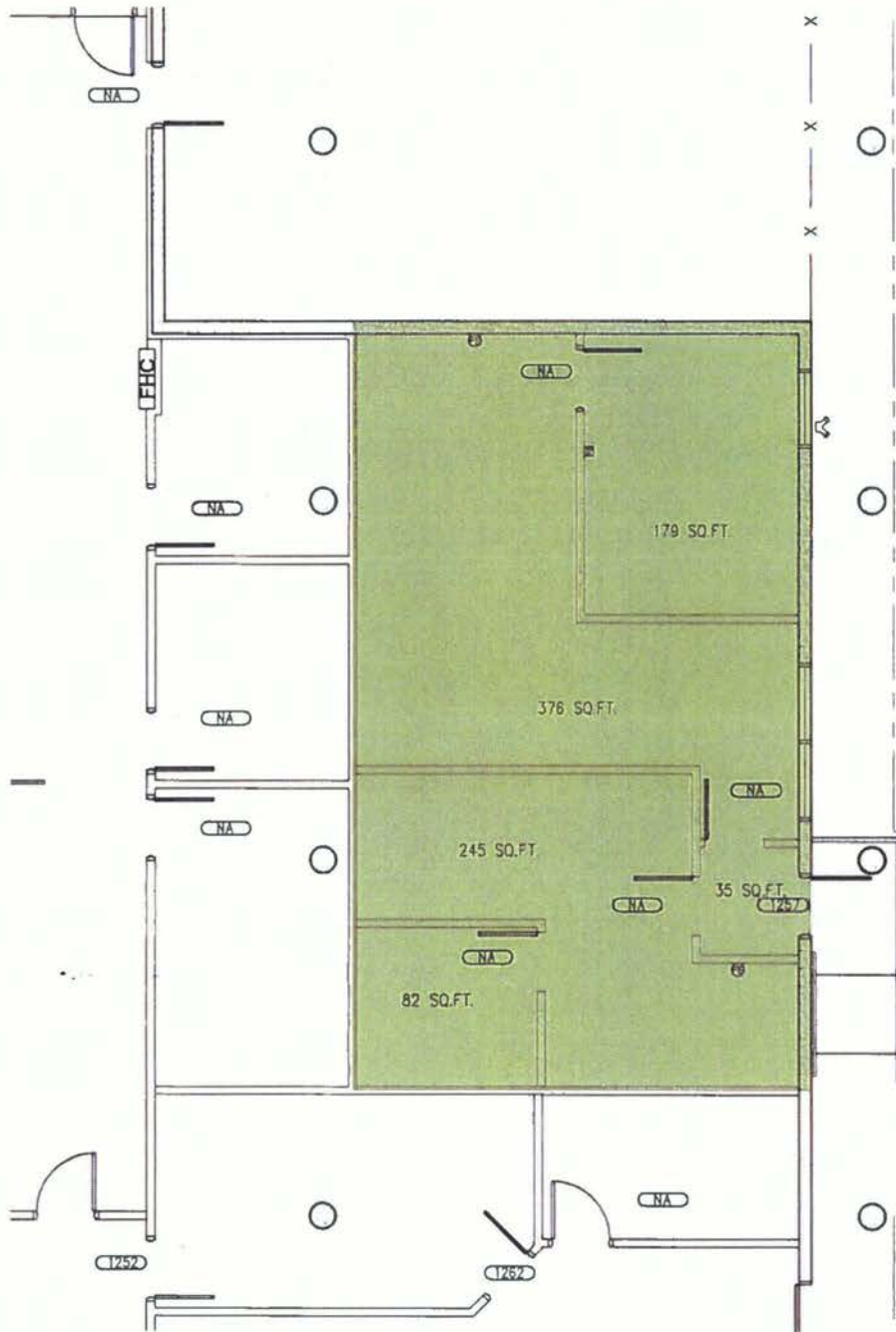


SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

ARRIVAL LEVEL
Mar 11, 2015

TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE AREA :1,163 SQ.FT.

PAGE 2 OF 6
EXHIBIT



**SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A**

9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

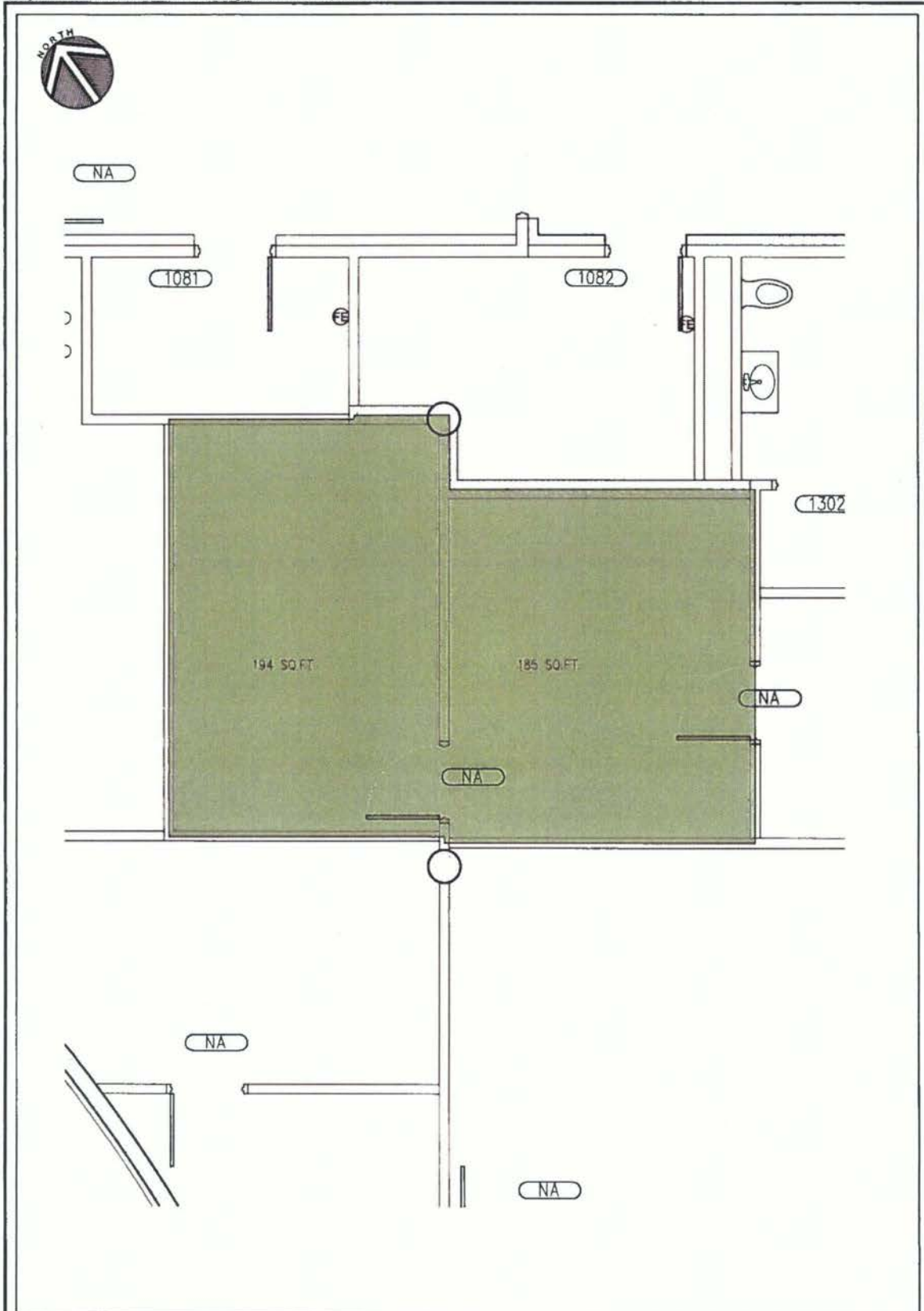
ARRIVAL LEVEL

Mar 11, 2015

**TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE AREA :917 SQ.FT.**

PAGE 3 OF 6

EXHIBIT



**SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A**
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

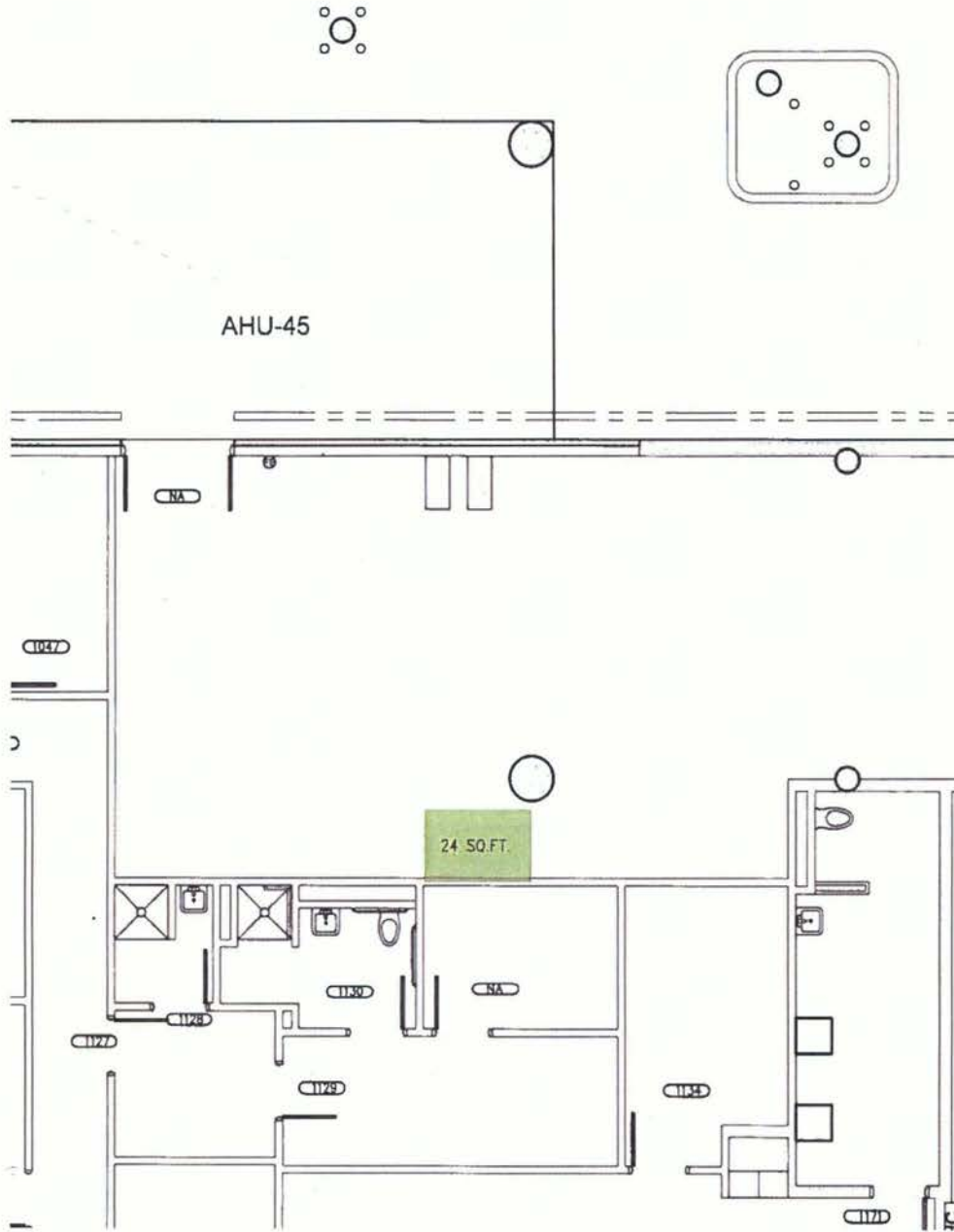
PAGE 4 OF 6

EXHIBIT

ARRIVAL LEVEL

Mar 11, 2015

**TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE : 379 SQ.FT.**



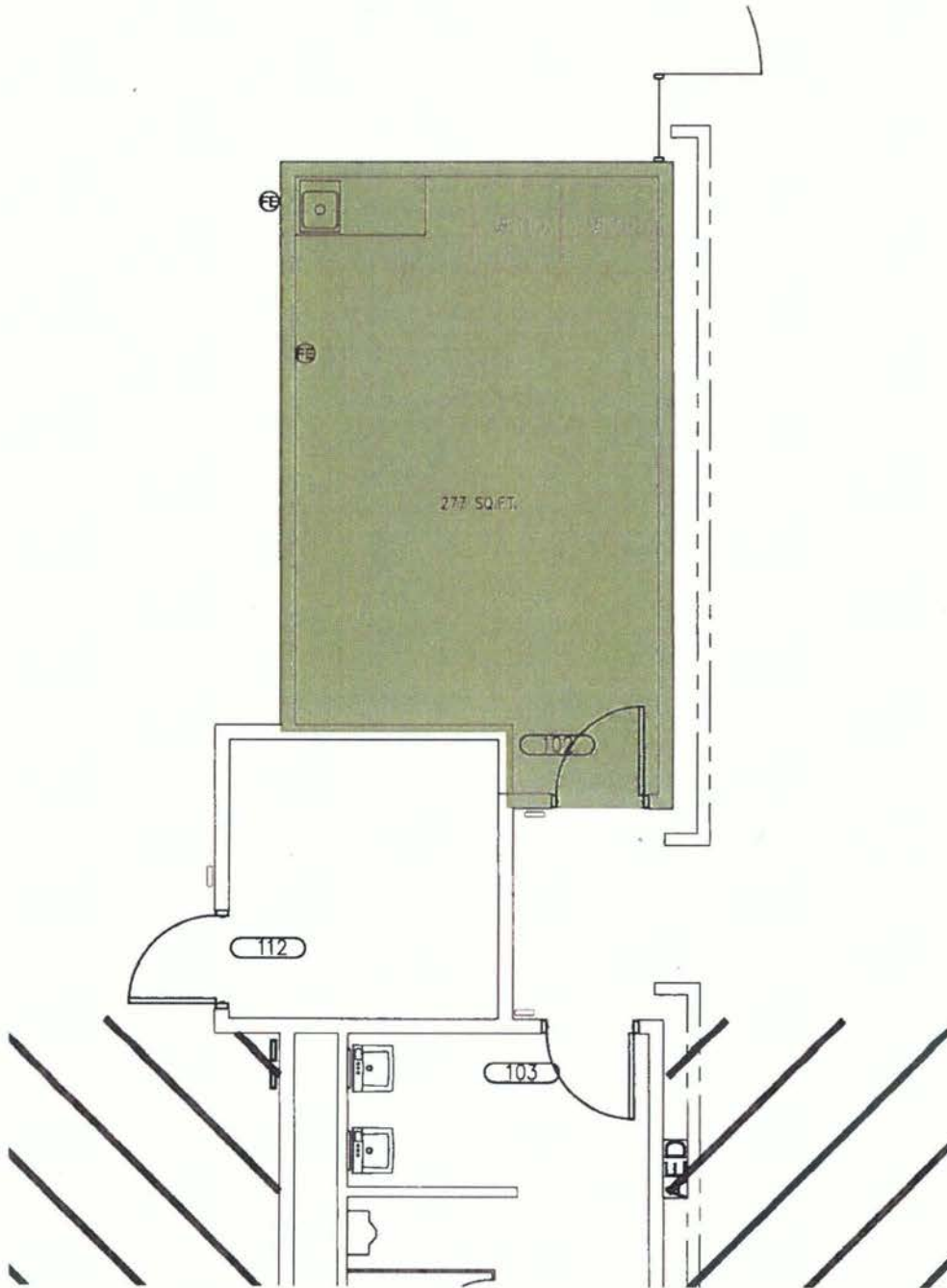
SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

ARRIVAL LEVEL
Mar 11, 2015

TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE :24 SQ.FT.

PAGE 5 OF 6

EXHIBIT



SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

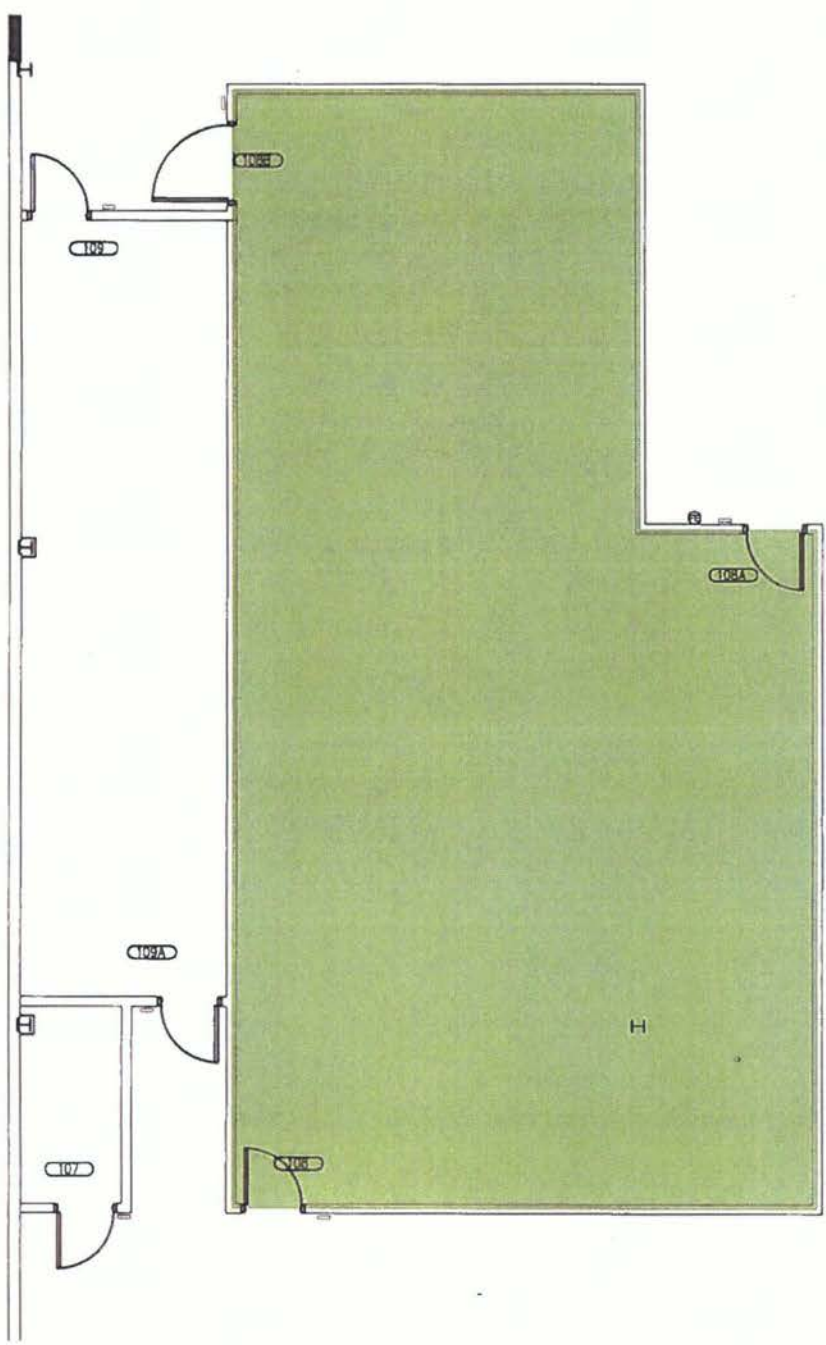
PAGE 6 OF 6

EXHIBIT

ARRIVAL LEVEL

Mar 11, 2015

TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE AREA: 277 SQ.FT.



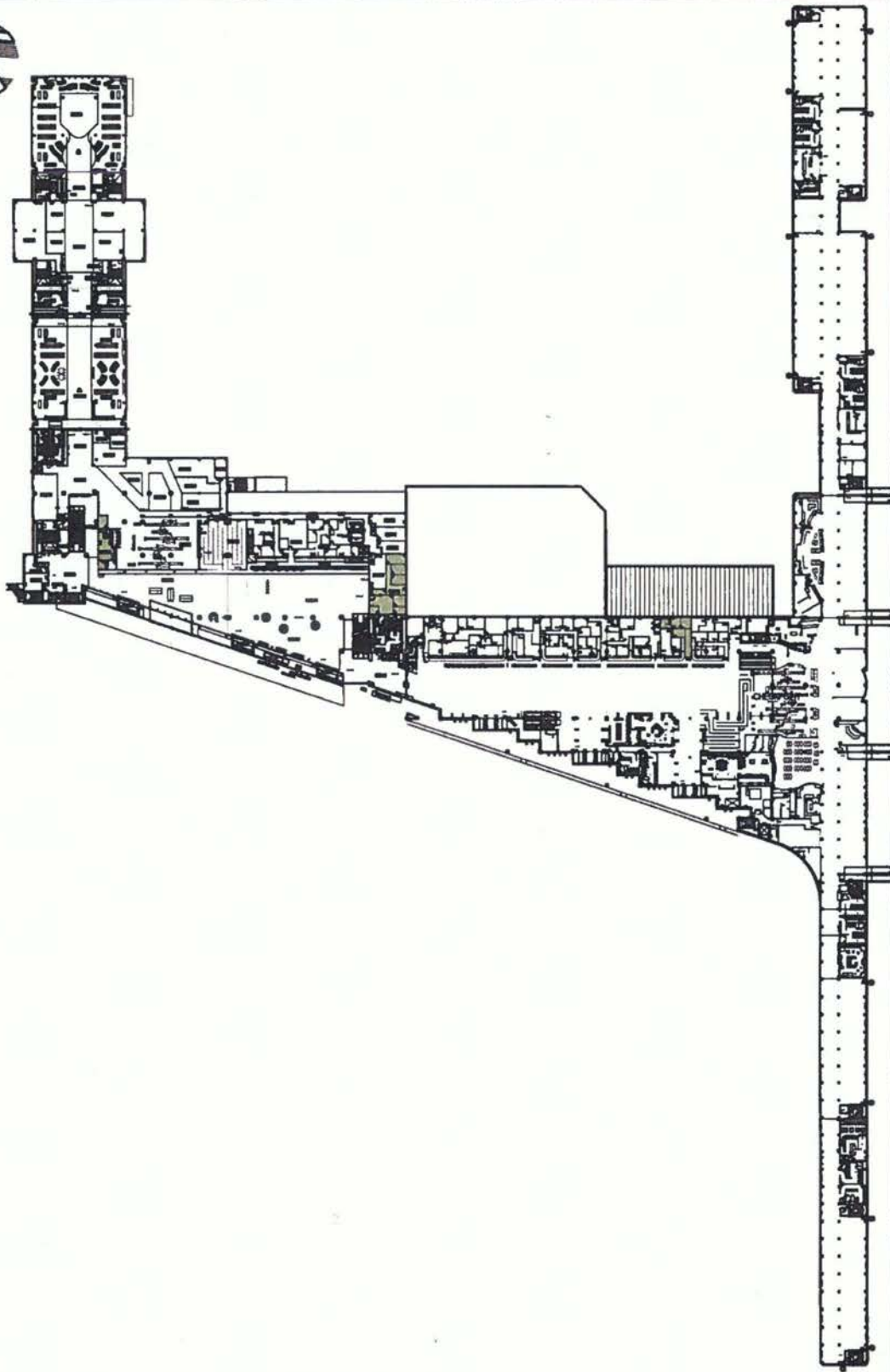
SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

PAGE 2 OF 2

EXHIBIT

ARRIVAL LEVEL
Mar 09, 2015

TRANSPORTATION SECURITY ADMINISTRATION
TOTAL LEASE AREA: 1614 SQ.FT.



SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL A & B
9800 AIRPORT BLVD., SAN ANTONIO, TX 78216

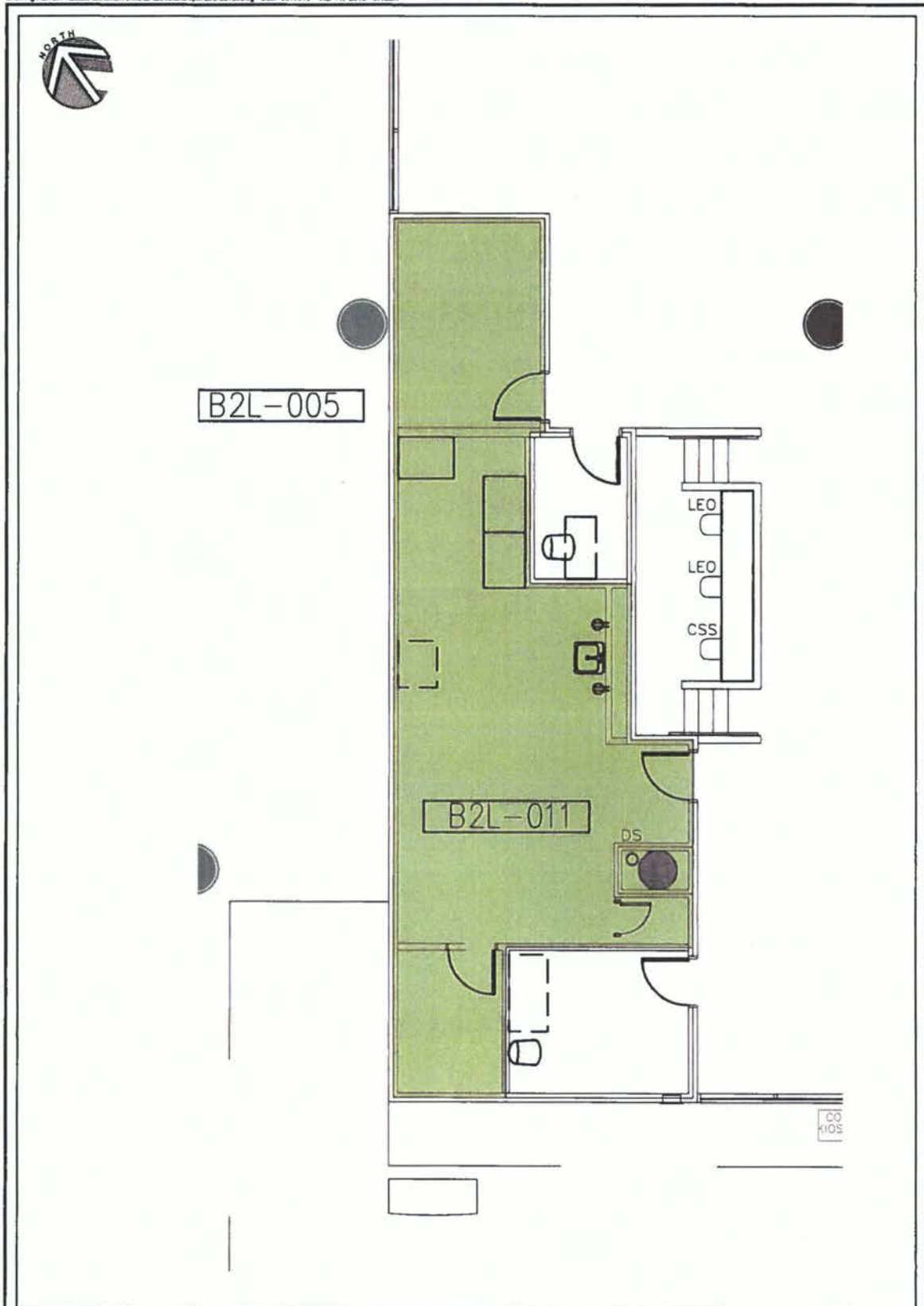
PAGE 1 OF 4

EXHIBIT

DEPARTURE LEVEL

Mar 11, 2015

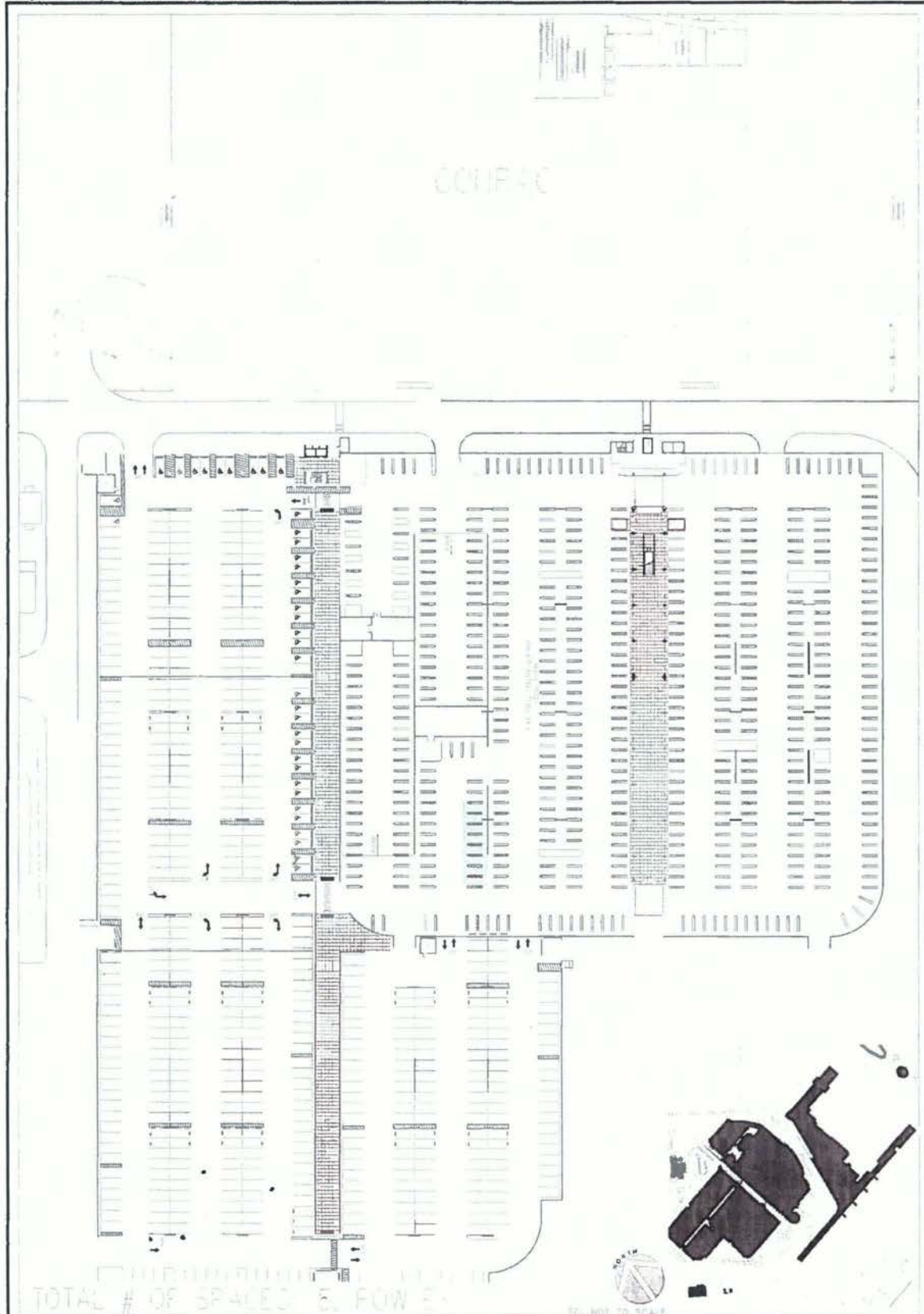
TRANSPORTATION SECURITY ADMINISTRATION
OVERALL PLAN



SAN ANTONIO INTERNATIONAL AIRPORT
TERMINAL B
9710 AIRPORT BLVD., SAN ANTONIO, TX 78216

ARRIVAL LEVEL	TRANSPORTATION SECURITY ADMINISTRATION TOTAL LEASE AREA :700 SQ.FT.
Mar 11, 2015	

PAGE 2 OF 4
EXHIBIT



TOTAL # OF SPACES: 5,100



SAN ANTONIO AIRPORT SYSTEM
BUILDING 2391 - LONGTERM PARKING GARAGE LEVEL 1
EXHIBIT F : TSA PARKING

9800 AIRPORT BLVD.
SAN ANTONIO, TX 78216

EXHIBIT F
for premises leased to
TSA
at
SAN ANTONIO
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