

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE <p align="center">April 4, 2011</p>	LEASE NO. <p align="center">GS-06P-90059</p>
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THIS LEASE, made and entered into this date by and between **Lexington LAC Lenexa, L.P., by Lexington LAC Lenexa, GP, LLC, an affiliate of Lexington Realty Trust**  
 whose address is  
 One Penn Plaza, Suite 4015  
 New York, New York 10119

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

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

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

A total of 193,830 rentable square feet (RSF) of office and related space, which yields 183,069 ANSI/BOMA Office Area (ABOA) square feet of space at 11201 Renner Boulevard, Lenexa, Kansas 66219, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 603 on-site parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2012 and continuing through March 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor monthly rent in arrears in accordance with the following table.

Months	Annualized					Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	
1-12	\$ 233,798.50	\$ 1,035,024.00	\$ -	\$ -	\$ 1,268,822.50	\$ 105,735.21
13-60	\$ 3,355,247.30	\$ 1,035,024.00	\$ 834,611.60	\$ 153,899.60	\$ 5,378,782.50	\$ 448,231.88
61-72	\$ 3,761,303.74	\$ 1,035,024.00	\$ 834,611.60	\$ 153,899.60	\$ 5,784,838.94	\$ 482,069.91
73-120	\$ 4,307,902.24	\$ 1,035,024.00	\$ 834,611.60	\$ 153,899.60	\$ 6,331,437.44	\$ 527,619.79


Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Lexington LAC Lenexa, L.P.  
 One Penn Plaza, Suite 4015  
 New York, New York 10119

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

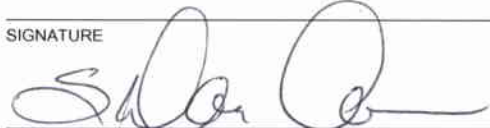
**LESSOR: LEXINGTON LAC LENEXA, L.P., BY LEXINGTON LAC LENEXA, GP, LLC, AN AFFILIATE OF LEXINGTON REALTY TRUST**

SIGNATURE 	NAME OF SIGNER <b>Steven J. Spayer, Vice President</b>
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ADDRESS  
**One Penn Plaza, Suite 4015, New York, New York 10119**

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER 
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**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER <b>S. Dennis Clemons</b> OFFICIAL TITLE OF SIGNER <b>Lease Contracting Officer</b>
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4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals,

Months	Annualized					Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	
121-180	\$ 5,579,805.01	\$ 1,035,024.00	\$ -	\$ -	\$ 6,614,829.01	\$ 551,235.75
181-240	\$ 5,860,458.51	\$ 1,035,024.00	\$ -	\$ -	\$ 6,895,482.51	\$ 574,623.54

provided notice be given in writing to the Lessor at least 365 days before the end of the original lease term or any renewal term. Said notice shall be computed commencing with the day after the date of mailing. All other terms and conditions of this lease shall remain the same during any renewal term.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9KS2054 dated October 15, 2010, as amended.
  - Build out in accordance with standards set forth in SFO 9KS2054 dated October 15, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations shall be completed by the lease effective date identified under Paragraph 2 above. The lease term to be effective on the date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Lease Contracting Officer.
6. The following are attached and made a part hereof:
- Solicitation for Offers 9KS2054 dated October 15, 2010, and SFO Amendments 1-4;
  - EPA Region 7 Headquarters Program of Requirements dated October 13, 2010;
  - GSA Form 3517B, GENERAL CLAUSES (Rev. 11/05);
  - GSA Form 3518, REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
  - LEED<sup>®</sup>-NC Scorecard;
  - LEED<sup>®</sup>-EBO&M Scorecard; and
  - Architectural plans.

All submissions by the Lessor in response to SFO 9KS2054 dated October 15, 2010 are incorporated by reference.

7. The Government acknowledges that the fee interest of Premises is owned by the City of Lenexa, Kansas (the "City") and that pursuant to a Lease between the City and All Services ("Services") dated May 1, 2007 the Property was leased to All Services (the "Master Lease"). Pursuant to an Assignment and Assumption of the Master Lease dated July 11, 2008 (but effective on July 16, 2008), Services assigned its interest as Tenant under the Master Lease to the Lessor. So long as the Master Lease is in full force and effect, this Lease shall be subject and subordinate to the Master Lease. The Lessor shall not seek to terminate the Master Lease during the term of this Lease without the express written consent of the Government.

The Master Lease is part and parcel of an industrial revenue bond transaction whereby the City assisted Services in financing the acquisition of the Land and the construction of the Premises by issuing Industrial Revenue Bonds (the "Bonds"). The Basic Rent, as defined in the Master Lease and payable by Tenant thereunder (i.e., Lessor) is used to service the principal and interest payments payable to the holder of the Bonds by the Trustee under that certain Trust Indenture dated May 1, 2007 (the "Indenture") by and between the City and Commerce Bank, N.A, as Trustee (the "Trustee"). So long as the Bonds are outstanding and certain other conditions are satisfied, the general ad valorem real property taxes otherwise payable with respect to the Premises, is partially abated, as more particularly set forth in that certain Payment in Lieu of Tax Agreement dated June 6, 2006, by and between the City and the Lessor (the "Pilot Agreement"). The Bonds, the Indenture, the Pilot Agreement and the Master Lease and all other documents and instruments related to the issuance of the Bonds are referred to herein collectively as the "Bond Documents". The Government acknowledges that it has received and reviewed the Pilot Agreement. The Government covenants and agrees that it will not take any action in violation of the Bond Documents or that could result in the termination thereof.

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The Lessor covenants and agrees that (i) the Lessor shall irrevocably instruct Trustee to return directly to Tenant any cash payment made by Tenant representing the interest portion of the Basic Rent under the Master Lease (ii) the Lessor shall not transfer the ownership of the Bonds to any party other than an owner of the Premises and shall not transfer the Premises to any third party without also transferring the Bonds to such party, it being the intention that at all times the owner of the Premises and the owner of the Bonds be the same, (iii) the Lessor shall not prepay or deliver Bonds for cancellation except as scheduled in the Indenture or otherwise cause the early redemption of any of the Bonds, and (iv) upon any proper exercise of the option to purchase the Premises, the Lessor shall deliver to the Trustee all remaining Bonds for cancellation (the foregoing are collectively referred to herein as "Landlord's Bond Covenants").

8. Notwithstanding the foregoing, the parties to this Lease acknowledge that to the best of their knowledge and belief that no provision in the Master Lease conflicts with this Lease nor will any provision in the Master Lease preclude the Lessor from performing according the standards set forth under this Lease, nor will any provision of the Master Lease prevent the Government's quiet enjoyment of the premises according the terms of this Lease.

9. The Lessor shall promptly execute the extension of the Master Lease with the City of Lenexa for a period to cover not less than 20 years from the date of the Government's occupancy (the full term governed by this Lease including renewal options). The Lessor's failure to timely execute the extension shall constitute a default by the Lessor under this Lease.

10. The Lessor shall immediately commence with the final design and construction of the Shell expansion necessary to provide the total space requirement in accordance with the conceptual drawings and submittals provided to the Government. The Government shall be permitted 15 days to review and comment on the construction drawings prior to their submission to the local authority for construction permitting.

11. The Lessor agrees to carry out such improvements and implement such operating procedures as may be necessary to achieve LEED® for Existing Buildings: Operations & Maintenance (LEED®-EBO&M) Platinum rating as part of the Shell rent. Work shall be in accordance with the Lessor's LEED®-EBO&M Scorecard, which is attached and made a part hereof. The Government agrees to cooperate with the Lessor with respect to building operations as necessary to achieve the LEED®-EBO&M Platinum rating as requested in the Lessor's offer submissions. The Lessor shall maintain the LEED®-EBO&M Platinum rating throughout the life of the Lease as part of the rental consideration. Periodic recertification shall be performed by the Lessor according to the US Green Building Council's stated intervals.

12. The Lessor agrees to pursue LEED® for New Construction (LEED®-NC) Gold rating as part of the building expansion, Shell preparation and Tenant Improvement work. Work shall be in accordance with the Lessor's LEED®-NC Scorecard, which is attached and made a part hereof. Only costs associated with the Government's Tenant Improvements shall be at additional cost to the Government and shall be funded through the Tenant Improvement Allowance. The Government agrees to cooperate with the Lessor with respect to the Tenant Improvements as necessary to achieve the LEED®-NC Gold rating as requested in the Lessor's offer submissions.

13. The Lessor shall make commercially reasonable efforts to achieve the standards set forth by the Energy Independence and Security Act of 2007 for federal buildings.

14. The Government's acceptance of work performed by the Lessor under this Lease, when based upon the Lease Contracting Officer's subjective opinion of the work, shall not be unreasonably withheld or delayed. Work required to achieve an objective standard shall not be approved by the Lease Contracting Officer unless the standard is met.

15. The Lessor shall annually consult with a tenant representative identified by the Lease Contracting Officer to review the performance of the Property Manager and Property Management Company and shall work with the Government to resolve problems or replace the Property Manager and/or Property Management Company if, in the reasonable opinion of the Government, the Property Manager's or Property Management Company's performance is inadequate.

16. In accordance with the SFO paragraph 3.3, *Tenant Improvement Rental Adjustment*, the Tenant Improvement Allowance in the total amount of \$8,346,116.00 (183,069 ABOA SF x \$45.59) shall be amortized through the rent for 120 months at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$834,611.60 and is fully abated for the first year of the lease in accordance with the table in paragraph 3 above. In accordance with the Lessor's offer, reconciliation of the Tenant Improvement Allowance shall result in abated rent at the beginning of the lease term equal to the amount of the Tenant Improvement Allowance returned to the Lessor by the Government, in lieu of a decrease in rent according to the amortization rate over the firm term.

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Likewise, Building Specific Security costs in the total amount of \$1,538,996.00 shall be amortized through the rent for 120 months at the rate of 0%. The total annual cost of Building Specific Security for the amortization period shall be \$153,899.60 and is fully abated for the first year of the lease in accordance with the table in paragraph 3 above.

17. In accordance with the SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.05878 (193,830 RSF/183,069 ABOA SF).

18. In accordance with the SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.

19. Both parties to the Lease acknowledge the Payment in Lieu of Taxes (PILOT) Agreement between the Lessor and the City of Lenexa. The Lessor shall not pay off the Industrial Revenue Bonds on the facility prior to the scheduled expiration date of the PILOT Agreement on December 31, 2017; nor shall the Lessor take any other action that may result in the early termination of the PILOT Agreement in order to avail the Government of the full benefit of the tax abatement provided for by the PILOT Agreement. Otherwise, the Lessor shall not be entitled to tax escalations until after the scheduled expiration date.

Until the maturity and expiration of the PILOT Agreement, SFO paragraph 4.2, *Tax Adjustment*, shall apply to the rates established under the PILOT Agreement plus those attributable to the building expansion. The Real Estate Tax Base for escalations shall be \$116,062.00. The base year for escalations shall be 2012. Notwithstanding the foregoing, during the term of the PILOT Agreement, any appeals or contests shall be conducted in accordance with the terms set forth in SFO paragraph 4.2; provided, however, in the event that the Government desires to appeal or contest taxes, such appeal or contest shall be conducted by Lessor and/or Lessor representatives.

Tax escalations immediately following the first (partial) year of the Government's occupancy shall be paid on a pro rata basis and only upon the PILOT rates for the term of the Government's occupancy. Higher rates billed to the Lessor as a result of the prior tenant's tenancy shall be excluded from Government paid tax escalations.

Upon the maturity and expiration of the PILOT Agreement, the Real Estate Tax Base for escalations shall be re-established as \$844,380.00. The base year for subsequent escalations shall be re-established as 2018. The Shell rate established in the table in paragraph 3 above includes this amount.

20. In accordance with the SFO paragraph 4.3, *Operating Costs*, base for operating costs adjustment is established as \$1,035,024.00 per annum (\$5.65/ABOA SF).

21. In accordance with the SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.00 per ABOA SF for vacant space (rental reduction). The Government acknowledges that any reduction in rent pursuant this paragraph shall be applied only to the vacated space.

22. In accordance with the SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour per wing. For the purpose of overtime utilities, a wing shall be any of the (4) 2-story sections of the building or the 1-story expansion at the south end running east from the main north/south core area. The maximum possible overtime charge for the building is \$100.00 per hour (5 wings x \$20.00 per hour per wing).

23. Pursuant to SFO paragraph 4.14, *Novation and Change of Name*, in the event that the Lessor requests to transfer ownership of the property, the Government's approval will not be unreasonably withheld. The Government shall respond to the Lessor's written request for a change of ownership within 30 days or the Lessor's request shall be deemed approved by the Government.



24. Pursuant to SFO paragraph 5.10, *Indoor Air Quality During Construction*, subparagraph D. is hereby amended to state, "Using commercially reasonable efforts ..." in lieu of, "To the greatest extent possible ..."

25. Pursuant to SFO paragraph 8.14, *Telecommunications: Local Exchange Access*, the Government shall seek the Lessor's prior approval before installing any equipment on the roof, which approval shall not be unreasonably withheld or delayed. The Lessor reserves the right to oversee the work being performed on the roof by the Government or any of its contractors.

26. Pursuant to SFO paragraph 9.9, *Hazardous Materials*, the Government agrees not to introduce any hazardous materials in accordance with applicable federal, state, and local environmental regulations.

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27. SFO paragraph 9.12, *Mold*, subparagraph C. is hereby amended to state, "... the Government may reasonably direct ..." in lieu of, "... the Government may direct ..."

28. General Clauses paragraph 2, *Subletting And Assignment*, is hereby amended to include, "It would be reasonable for the Lessor to withhold its consent in the event that the proposed assignee does not possess a senior unsecured debt rating of AA by both Moody's and Standard & Poors."

29. General Clauses paragraph 16, *Default By Lessor During the Term*, subparagraph (a)(1) is hereby amended as follows:

"Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative or if such default is of such a nature that it cannot be completely remedied within such (30) day period, then no default shall have occurred so long as Lessor commences and thereafter diligently prosecute the cure and completes the cure within a reasonable period of time under the circumstances after such original written notice of default by the Government to Lessor."

30. General Clauses paragraph 19, *Alterations*, is hereby amended to state, "... to make non-structural alterations and attach trade fixtures or signs in or upon the premises ..." in lieu of, "... to make alterations, attach fixtures, and erect structures or signs in or upon the premises ..."

31. This lease shall be governed by Federal law, including without limitation the Contract Disputes Act, Federal Tort Claims Act and the Tucker Act.

32. The Lessor shall be entitled to condemnation proceeds allocable to the property arising as a result of any taking of the Premises by any public or quasi-public use, by right of eminent domain or otherwise, or should the Premises be sold in lieu of condemnation. The Government shall be entitled to any condemnation proceeds which are allocated to the relocation of the tenant by the condemning entity.

33. Notwithstanding any provisions to the contrary, Lessor shall not be required to provide any services to the Government or the Government's employees, guests or visitors that, if performed by Lessor, would constitute "impermissible tenant services" within the meaning of Section 856(d)(7) of the Internal Revenue Code of 1986, as amended, or any successor thereto. Any such services shall be performed at Government's sole expense by an individual or entity that qualifies as an "independent contractor" within the meaning of Section 856(d)(7) of the Internal Revenue Code of 1986, as amended, or any successor thereto. The Government shall pay the cost of any such services directly to the independent contractor. Notwithstanding the foregoing, Lessor remains obligated to provide the services expressly set forth in this Lease.

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**Amendment 4**

Solicitation For Offers 9KS2054  
Environmental Protection Agency  
Kansas City, Kansas Metropolitan Area

Amendment Date: March 4, 2011

Lease Contracting Officer: S. Dennis Clemons

This amendment to Solicitation number 9KS2054 dated October 15, 2010 is hereby made on March 4, 2011 for the following purposes:

**Amendment to Solicitation paragraphs 3.3 A.1. & 3.3 A.2. as follows:**

**3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)**

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Documents" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for either:

- a. a decrease in rent according to the amortization rate over the firm term; or
- b. abated rent at the beginning of the lease term equal to the amount of the Tenant Improvement Allowance returned to the Lessor by the Government.

Offerors must clearly specify in their offers the method(s) being proposed.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in either:

- a. a decrease in the rent; or
- b. abated rent at the beginning of the lease term equal to the amount of the Tenant Improvement Allowance returned to the Lessor by the Government.

Offerors must clearly specify in their offers the method(s) being proposed.

If scenario 2.a. above is offered, the following shall apply:

At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

The balance of the paragraph is correct as written in the Solicitation.

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.

**Amendment 3**

Solicitation For Offers 9KS2054  
Environmental Protection Agency  
Kansas City, Kansas Metropolitan Area

Amendment Date: December 22, 2010

Lease Contracting Officer: S. Dennis Clemons

This amendment to Solicitation number 9KS2054 dated October 15, 2010 is hereby made on December 22, 2010 for the following purposes:

**Correction to Solicitation paragraph 2.2 A.1. as follows:**

**2.2 DESCRIPTION OF AWARD FACTORS**

**A. FACTOR 1 – SUSTAINABILITY:**

1. *Sub-Factor A:* LEED®-NC or -CS Silver, Gold or Platinum Certification

- a. Offerors that have achieved or demonstrate an ability and commitment to achieve LEED®-NC certification at the Silver, Gold or Platinum level will receive preference under this sub factor. Gold certification shall receive higher preference than Silver certification. Platinum certification shall receive higher preference than Gold certification.

If a building addition is required to provide the required square footage, the expansion shall achieve the same or higher level of LEED® as the original building.

- b. Offerors without existing LEED® certifications that commit to providing LEED®-CS certification at the Silver, Gold or Platinum level will receive preference under this sub-factor. Gold certification shall receive higher preference than Silver certification. Platinum certification shall receive higher preference than Gold certification.

The balance of the paragraph is correct as written in the Solicitation.

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.



Amendment 2

Solicitation For Offers 9KS2054  
Environmental Protection Agency  
Kansas City, Kansas Metropolitan Area

Amendment Date: December 20, 2010

Lease Contracting Officer: S. Dennis Clemons

This amendment to Solicitation number 9KS2054 dated October 15, 2010 is hereby made on December 20, 2010 for the following purposes:

1. Clarification to the intended use of Tenant Improvement Allowance as stated in Solicitation paragraph 3.2 A. is as follows:

3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008) (EPA: APR 2010)

A. The Tenant Improvement Allowance is \$45.59 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "Shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the build-out or alteration of the Government-demised area in accordance with the Government approved design intent documents as well as for any other modifications to the leased premises that the Government's desires, including, but not limited to, modifications in the pursuit of higher LEED certifications, etc. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

The balance of the paragraph is correct as written in the Solicitation.

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.

SFO NO. 9KS2054  
10/15/10

INITIALS: MM & SDC  
LESSOR GOVT



# Solicitation For Offers



**October 15, 2010**

**THE GENERAL SERVICES ADMINISTRATION**

desires to lease a maximum of 203,475 rentable  
square feet of office and related space for the

***Environmental Protection Agency (EPA)***

in the Kansas City, Kansas Metropolitan Area  
as defined herein under

**Solicitation For Offers number 9KS2054**

**S. DENNIS CLEMONS**  
**Lease Contracting Officer**

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.

INITIALS:

hp & SOE  
LESSOR GOVT



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**1.0 SUMMARY**

**1.1 DOCUMENT SUMMARY (EPA: APR 2010)**

- A. The purpose of this Solicitation for Offer (SFO) and the attached Program of Requirements (POR) is to define the nature and requirements of building space required by the General Services Administration (GSA) working on behalf of the Environmental Protection Agency (EPA), hereinafter referred to as the Government. The role of each is as follows:
1. The SFO sets forth the Government's requirements for building design, amount and quality of space, building operations, and the procurement process.
  2. The POR sets forth the Government's detailed functional and spatial requirements.
  3. If apparent conflicts exist between any of the Government's documents or instructions, the Offeror shall seek guidance from the Lease Contracting Officer for reconciliation of the standards or determination of which standard shall apply. The Lease Contracting Officer shall be the sole authority in such matters.
- B. Unless otherwise noted, all obligations and references to "provide" and "install" shall be the sole responsibility of the Lessor. Any obligation to "provide" and "install" shall require provision of design, materials, labor, and installation of said item.
- C. All references made to "days" in this SFO shall mean calendar days, not working days, unless otherwise noted.

**1.2 AMOUNT AND TYPE OF SPACE (AUG 2008)**

- A. GSA is interested in leasing a maximum of 203,475 rentable square feet of space. The rentable space shall yield a minimum of 180,000 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 185,000 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this SFO.
- B. The Government requires 50 reserved parking spaces for Government-owned vehicles. These spaces shall be secured and lit in accordance with the LEASE SECURITY STANDARDS section in this SFO. The cost of this parking shall be included as part of the rental consideration.
- C. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ABOA square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- D. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror shall provide a test fit layout at the Offeror's expense. In addition to requirements elsewhere in this SFO, the test fit shall include a typical floor and any space offered which contains certain features like:
1. Narrow column spacing;
  2. Atriums, light wells, or other areas interrupting contiguous spaces;
  3. Extremely long, narrow runs of space;
  4. Irregular space configurations; or
  5. Other unusual building features.
  6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
- E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). References in this SFO to usable square feet (USF) shall mean ABOA.
- F. As part of this space requirement, the Government will require use of the building roof for the installation of antenna(s).
- G. Approximately 3,000 square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.) The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

1.3 **UNIQUE REQUIREMENTS (AUG 2008) (EPA: APR 2010)**

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

A. **Building to Reflect Environmental Best Practices:** The offered location shall reflect, within the requirements of this SFO, environmental commitments having a positive impact on building operations, tenant comfort, and the community where it is located. Lessor shall propose to implement in their offer the following practices:

1. **Energy Conservation:** Energy-efficient building envelope; efficient mechanical systems; waste energy minimization and waste energy streams recapture; use of solar power and other renewable energy sources; ENERGY STAR lighting, equipment, and building rating; advanced building, mechanical, and energy control systems; separate metering of tenant space; and energy conscious building maintenance and operation.
2. **Water Conservation:** Site design to minimize stormwater runoff; landscape design using native species, harvested rain water system, or drip irrigation systems; water conserving mechanical systems; and use of low-flow plumbing fixtures.
3. **Resource Conservation:** Selection of materials with recycled content; preference for materials that are manufactured, packaged, or transported in a way that reduces energy or material expenditures; construction period recycling and waste minimization; and designing, building, and operating the building to accommodate the tenant's recycling program.
4. **Indoor Air Quality:** Careful placement of exhaust and air intakes in relative positions that protect intake air supply from cross contamination and security vulnerability; prevention of radon infiltration; protection of the HVAC system from contamination during construction and flush-out; the use of low volatile organic compound interior adhesives, paints, sealants, and caulks; construction period installation sequencing; emphasis on non-pesticide methods of pest control, and, when pesticide use is necessary, use of the least hazardous materials, most precise application technique, and minimum amount of pesticide necessary to achieve control; no use of asbestos or asbestos-containing materials; use of environmentally preferable janitorial and cleaning products; and the establishment and implementation of a moisture control strategy for controlling moisture flows and condensation to prevent building damage and mold contamination.
5. **Commissioning:** Total building commissioning practices tailored to the size and complexity of the building and its system components; development of a commissioning plan; inclusion of commissioning requirements in construction documents; verification of the performance of building components and systems; and verification that design requirements are met. The Commissioning Agent shall be certified by a designated commissioning authority and must have a minimum of 5 years of specialized experience in evaluation, quality control, performance, and operation of LEED® certified facilities.
6. **Other:** Environmental Factors, such as protection of the ozone layer through the avoidance of ozone depleting compounds (e.g., chlorofluorocarbons [CFCs], hydrochlorofluorocarbons [HCFCs]) in refrigerants and blowing agents for insulation; protection of endangered ecosystems and support of sustainable forestry practices by avoiding use of endangered rain forest species and obtaining products from certified sustainable sources; use of non-lead paints; and provision of plumbing systems that prevent elevated lead levels in water.

B. **LEED® CERTIFICATION:**

1. To be considered for this procurement, proposed properties shall meet the requirements of LEED® for Existing Buildings: Operations and Maintenance (LEED®-EBO&M) Silver level, at a minimum. Higher levels of LEED®-EBO&M (Gold or Platinum) will be given preference by the Government. The successful Offeror, as part of the Building Shell rent rate, shall register the project with the Green Building Certification Institute (GBCI) within 30 days of lease award and obtain certification from GBCI within 18 months of substantial completion. LEED®-EBO&M certification shall be renewed every 3 years after initial certification. The offered level (i.e., Silver, Gold or Platinum) of LEED®-EBO&M certification must be maintained or improved for each recertification. For requirements to achieve certification, the Lessor must refer to the latest version (at the time of registration) of the LEED®-EBO&M Reference Guide at <http://www.leedbuilding.org>.

Offerors shall demonstrate their strategy to achieve the proposed LEED®-EBO&M level by submitting a LEED® scorecard and narrative describing the approach to be taken. In proposing their strategy, Offerors must rely solely upon functions over which they have control and may not depend upon the Government's purchasing, functions, behaviors, etc. for assistance in achieving their proposed LEED®-EBO&M level. Exceptions may be granted at the discretion of the Lease Contracting Officer in response to the Offeror's written request.

2. The Lessor shall provide the Government viewing access to the LEED® Online workspace upon registration, during design, construction, and through the term of the lease.
  3. If the Lessor fails to achieve the offered level (i.e. Silver, Gold or Platinum) of the LEED®-EBO&M certifications being pursued within the above stated time frame, the Government may assist the Lessor in implementing a corrective action program to achieve the offered level of LEED® certification and deduct its costs (including administrative costs) from the rent.
  4. The successful Offeror shall retain a LEED® Accredited Professional as part of the Building Shell rate, to coordinate, complete, and submit the documentation for all LEED® certifications.
- C. The building shall contain a loading dock area accessible from street level to delivery traffic. Loading docks and loading dock access shall be sized to accommodate the total building population with at least 2 truck bays of an acceptable size to the Government. Sufficient area shall be provided to unload bulk and oversized shipments, and overhead doors shall separate the

unloading areas from the truck bays. There shall be a short and direct route from the loading dock area to the building's freight elevator(s). See the attached POR for special spaces that shall be located near the loading dock.

- D. Bicycle parking for 10 bicycles shall be provided in an enclosed, secured area within 200 yards of a building entrance. Convenient and safe right-of-way shall be provided for bicyclists to access the bicycle storage location, the building, and passenger elevators.
- E. In addition to the emergency power for building systems, the Government requires stand-by power for mission-critical spaces and equipment (see the "Electrical: General" paragraph under MECHANICAL, ELECTRICAL, PLUMBING section of this SFO).

**1.4 LEASE TERM (SEP 2000)**

Each Offeror must submit 2 proposals for consideration by the Government. The Government will evaluate each alternative and select the term that is most advantageous to the Government.

- A. Proposal 1 is for 10 years firm plus (2) 5-year renewal options. Renewal options shall be at the sole discretion of the Government. The Government may exercise renewal options by giving 90 days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term(s) of the lease.
- B. Proposal 2 is for 20 years, 10 years firm. The Government may terminate the lease in whole or in part at any time after the initial 10 year firm term by giving 90 days' written notice to the Lessor.

**1.5 OFFER DUE DATE (AUG 2008)**

Offers are due by November 15, 2010 and shall remain open until lease award.

**1.6 ACCESS AND APPURTENANT AREAS (AUG 2008)**

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

**1.7 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)**

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

**1.8 AREA OF CONSIDERATION (AUG 2008)**

Properties must be located in the Kansas City, Kansas Metropolitan Area, defined for the purpose of this procurement as within the state of Kansas and a maximum of 20 miles driving distance from the EPA Science and Technology Center, 300 Minnesota Avenue, Kansas City, Kansas.

**1.9 LOCATION: INSIDE OR OUTSIDE CITY CENTER (AUG 2008)**

**A. CITY CENTER NEIGHBORHOOD:**

- 1. *Facilities:* Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.
- 2. *Parking:* The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 450 rentable square feet of Government-demised area.
- 3. *Location Amenities:* A variety of inexpensive or moderately priced fast food and/or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding 2 miles of the employee entrance of the offered building, as determined by the Lease Contracting Officer. Other employee services, such as retail shops, cleaners, banks, etc., shall also be located within the immediate vicinity of the building, but generally not exceeding 5 miles of the employee entrance of the offered building, as determined by the Lease Contracting Officer.
- 4. *Public Transportation:* Public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding a 1/4 mile walking distance, as determined by the Lease Contracting Officer.
- 5. *Submittal Requirement.* The Offeror shall provide to the Lease Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the "Building and Site Offer Submittals" paragraph in the HOW TO OFFER AND SUBMITTAL REQUIREMENTS section of this SFO for the information that must be provided.

**B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:**

- 1. *Facilities:* Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.



2. *Parking*: The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 450 rentable square feet of Government-demised area.
3. *Location Amenities*: Adequate eating facilities shall be located within the immediate vicinity of the building, but generally not exceeding 2 miles of the employee entrance of the offered building, as determined by the Lease Contracting Officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not exceeding 5 miles of the employee entrance of the offered building, as determined by the Lease Contracting Officer.
4. **SUBMITTAL REQUIREMENT:**  
The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

**1.10 OCCUPANCY DATE (AUG 2008)**

Occupancy is required 180 days after the Lease Contracting Officer issues the Tenant Improvement Notice to Proceed.

**1.11 NEGOTIATIONS (MAY 2005)**

- A. Negotiations will be conducted on behalf of the Government by the GSA Lease Contracting Officer (or the GSA Lease Contracting Officer's designated representative). The Lease Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Lease Contracting Officer or designee.
- C. The Lease Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Lease Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

**1.12 QUALITY AND APPEARANCE OF BUILDING (AUG 2008) (EPA: OCT 2009)**

**A. EXTERIOR:**

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Lease Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Lease Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building shall have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

**B. INTERIOR:**

The main entrance lobby shall be the focal point of the building. The lobby shall be finished with durable materials and shall maximize daylight. The elevator lobbies on each floor shall complement the base building design as well as the tenant's interior design. Materials used shall be durable, easily maintained, and commensurate with the rest of the building common areas.

**1.13 BUILDING SHELL REQUIREMENTS (AUG 2008) (EPA: APR 2010)**

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

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building Shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, fire alarm devices, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Shell.
2. *Accessibility Requirements*: Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. *Ceilings:* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Lease Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors:* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions:* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
6. *Flooring:* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
7. *Plumbing:* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the Building Shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the Shell rent.
8. *HVAC:* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided. Duct aspect ratios shall not exceed 4:1.
9. *Electrical:* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting:* Energy-efficient indirect lay-in or direct/indirect pendant fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting shall use fluorescent or LED technologies and no more than 1.0 W per ANSI/BOMA Office Area square foot, shall be provided. Lighting shall be provided in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. *Safety and Environmental Management:* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telecommunications Rooms:* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard, which shall conform to the National Fire Protection Association (NFPA) 70, *National Electrical Code*.
13. *Construction Documents:* Any Building Shell modifications necessary for the space to meet the requirements of the offered levels of LEED® certifications shall be noted and incorporated into the Construction Documents. The Lessor must coordinate any such requirements to meet the offered LEED® certifications with the Building Shell modifications and Tenant Improvements.
14. *Demolition:* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent documents. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
15. *Security:* The building will be considered a Level IV facility in accordance with the U.S. Department of Justice document titled Vulnerability Assessment of Federal Facilities, and shall comply with the minimum security standards applicable to this level as stated in the LEASE SECURITY STANDARDS section of this SFO.
16. All of the above improvements are described in more detail hereinafter in this SFO.
17. Unless an item is specifically identified as Tenant Improvement (TI), it shall be considered a Building Shell item.

#### 1.14 LABOR STANDARDS (AUG 2003)

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

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

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





h. Innovative Sustainability Strategies.

Features and strategies used to obtain LEED® points in Sub-Factor A or B may also qualify in Sub-Factor C.

**B. FACTOR 2 – BUILDING AND SYSTEMS DESIGN:**

1. *Sub-Factor A: Mechanical and Electrical Systems*

This sub-factor will evaluate the expected efficiency, reliability, and effectiveness of the mechanical and electrical systems. Mechanical systems include, but are not limited to HVAC, plumbing, conveyor, hydraulic, hydronic, and mechanical fire protection systems, and related components respectively. Electrical systems include, but are not limited to lighting, energy conservation systems, building management systems, and security/life safety systems, and related components respectively. Offerors will receive a higher score for having systems that are efficient and in the earlier part of their anticipated life cycles.

2. *Sub-Factor B: Building Design*

This sub-factor will evaluate the quality, creativity, innovation, and neighborhood integration of the building exterior and interior design as well as the degree to which the building design improves efficiency, flexibility, and quality of circulation, occupant navigation, public access, security, special spaces, floor plates, and program adjacencies.

**C. FACTOR 3 – DEVELOPMENT TEAM EXPERIENCE:**

1. This factor considers the Development Team's level of experience in executing, delivering, and managing comparable projects. The Development Team includes the entities and persons listed below. The qualifications of the firms include, but are not limited to, organization, financial capabilities, corporate philosophy, licensure, LEED® experience, previous projects, subcontracting plan, and other items listed under the specific corporate entities.
2. A more favorable evaluation will be given to each Development Team member who, based on a review of the information submitted in accordance with the SFO, demonstrates experience in performing comparable projects.
3. *Development Team:*
  - a. The Offeror is defined as the Principals of the offering entity who will have primary management or supervisory responsibilities within the offering entity. The Offeror is the entity contractually responsible for all aspects of development and completion of the Project and must be legally established. If the Offeror is a newly formed business entity, established solely for this procurement, then the Government will evaluate those corporations, LLCs, partnerships, etc., which contribute managerial expertise for the newly formed Offeror.
  - b. Principal in Charge for the Offeror (PIC) is the person responsible for the contract administration from offer submission through occupancy.
  - c. The General Contractor must be a local, regional or national general contracting firm that is contractually responsible for the construction of the premises and completion of the project. The General Contractor can be a partnership, corporation, association, joint venture, or other legal entity permitted by law to perform site preparation and construction. The responsibilities of the General Contractor include without limitation: construction of the premises; quality control of the site work being performed; compliance with applicable laws, codes, and ordinances associated with the site construction; site preparation work; assurance of utilities hook-up; coordination of the subcontractors; and successful completion of the punch list items associated with substantial completion.
  - d. The General Contractor's Project Manager shall be a LEED® Accredited Professional or Green Associate. The Project Manager will be responsible for the day-to-day management of the construction site from development of construction documents through final acceptance of the project by the Government. The Project Manager will be committed to the project on a full-time basis from the development of the construction documents through final acceptance of the project by the Government.
  - e. The Design Architect shall be a LEED® Accredited Professional or Green Associate and licensed to practice architecture in Kansas. The Architect shall be responsible for design of the space to meet the requirements of the SFO and production of the construction contract documents. The Architect shall have a minimum of 10 years experience designing general-purpose, sustainable office buildings and/or multi-tenant commercial facilities.

**D. FACTOR 4 – DEVELOPMENT TEAM PAST PERFORMANCE:**

This factor considers the Development Team's quality of performance in executing, delivering, and managing comparable projects.

1. The Government will rely upon at least 2 of the references provided for comparable projects requested elsewhere in this SFO for each member of the Development Team to evaluate past performance. The Government may consider past performance on projects that are not submitted by the Offeror if it has knowledge of such contracts. The Government may also consider contracts that are discovered during the evaluation process that were not provided by the Offeror.
2. The following elements are considered in the evaluation of the Development Team Past Performance: 1) quality of building and services, 2) cost control, 3) timeliness of performance, and 4) business relations. The Government will evaluate the

Offeror's Past Performance in meeting small disadvantaged business subcontracting goals and monetary targets for Small Disadvantage Business participation.

**2.3 SEISMIC SAFETY FOR EXISTING CONSTRUCTION (AUG 2008)**

**A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:**

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
  2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
  3. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/pdf/b02006.pdf>
  4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
  5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this SFO, together with any required attachments.
  6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
  7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
  8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
- B. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this SFO, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Lease Contracting Officer will make the award to the Offeror whose building meets the other requirements of this SFO and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this SFO.
- C. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.
1. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
    - a. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
    - b. The Lease Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Lease Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
  2. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Lease Contracting Officer.

**2.4 PRICE EVALUATION (PRESENT VALUE) (AUG 2008)**

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

- C. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and ware yard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
  3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
  4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
  5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
  6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
  7. To the gross PVC will be added:
    - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
    - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
    - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
    - d. The cost of the Offeror's project development fees associated with Tenant Improvements. The Lessor is required, as part of their offer, to identify fees, if any, for administrative costs, general contractor fees, profit and overhead costs, Offeror's overhead, A/E design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. These fees, expressed as a percentage rate, will be evaluated. The amount of project development fees will be added to the amount of the TI allowance for purposes of price evaluation (for example, if SFO specified TI allowance is \$30.00 / BOMA Office Area Foot, and Lessor fee is 5%, offer will be evaluated using \$31.50 per ABOA). This cost will be discounted annually at 5%.
  8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

**2.5 AWARD (AUG 2008)**

- A. After conclusion of negotiations, the Successful Offeror and the GSA Lease Contracting Officer will execute a lease prepared by the Government, which incorporates the agreement of the parties. The lease shall consist of the following:
1. U.S. Government Lease for Real Property (SF2),
  2. General Clauses,
  3. Representations and Certifications,
  4. The pertinent provisions of the offer,
  5. The pertinent provisions of the SFO, and
  6. Floor plans of the offered space.
- B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Lease Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

### 3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

#### 3.1 OFFER PROCEDURES (AUG 2008)

- A. Offers, including all required documents, must be submitted in .pdf format by email or on CD or DVD as well as in hard copy to the Lease Contracting Officer at the address below. Two (2) hard copies of the documents must be properly executed and delivered no later than 4:00 Central Daylight Time on the offer due date to:

S. Dennis Clemons  
General Services Administration  
Public Buildings Service (6PRW)  
1500 E Bannister Road  
Kansas City, MO 64131

#### B. REQUIRED DOCUMENTS:

1. Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign any lease documents.
2. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this SFO. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
3. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Lease Contracting Officer (or the Lease Contracting Officer's authorized representative) should be contacted.
4. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize the protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provisions, 552.270-1, subparagraph (d), Restriction on Disclosure and Use of Data.

#### 3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008) (EPA: APR 2010)

- A. The Tenant Improvement Allowance is \$45.59 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "Shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the build-out of the Government-demised area in accordance with the Government approved design intent documents. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (construction documents, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.
- C. The project Tenant Improvements shall incorporate any necessary design parameters for the space to meet the requirements of the LEED® certification(s) being pursued into the construction documents. In accordance with the "Unique Requirements" paragraph in the SUMMARY section of this SFO, the Lessor must coordinate the requirements to meet LEED®-EBO&M Silver level, at a minimum, with the Tenant Improvements and the Building Shell requirements.

#### 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Documents" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO.
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
  2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for



the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

### 3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008)

A. At the time of submission of offers, the Offeror shall submit to the Lease Contracting Officer:

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
2. *GSA Form 1364, Proposal to Lease Space*: Complete both pages of the 1364, including, but not limited to:
  - a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
  - b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.
  - c. A total lease rate per square foot, clearly itemizing both the total Building Shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in Shell rent). It is the intent of the Government to lease a Building Shell with a Tenant Improvements Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building Shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The Building Shell rental rate shall also include all basic building systems and common area build-out, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
  - d. The annual cost (per ABOA and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and rentable square feet respectively.
  - e. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease. If the Lessor chooses to amortize the Tenant Improvements for a period of time exceeding the firm term of the lease, the Lessor shall indicate the extended time in the offer.
  - f. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the Building Shell build-out. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
  - g. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.
  - h. A fully-serviced lease rate per ABOA and rentable square foot per year as a summation of the amounts broken out in the subparagraphs c, d, f, and g for the lease.
  - i. A fully-serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
  - j. Statement of Offeror's Fees for Tenant Improvements. Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g., flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.
  - k. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.
3. *GSA Form 1217, Lessor's Annual Cost Statement*: Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between Lessor and the Lessor Representative agent(s), broker(s), property manager, developer, employee, or

any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or \$).

4. *Unit Price List*: Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
5. *Building Security Unit Price List (enclosed)*
6. *GSA Form 3518, Representations and Certifications*: This must be completed and signed by the Owner, not a representative.

### 3.5 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2009)

The Offeror shall submit to the Lease Contracting Officer:

#### A. AT THE TIME OF SUBMISSION OF OFFERS:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
3. Evidence of ownership or control of site.

#### B. AFTER AWARD:

Within 15 days after lease award, the Lessor shall provide to the Lease Contracting Officer evidence of a firm commitment of funds in an amount sufficient to perform the work.

#### C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:

Within 10 days after the Lease Contracting Officer issues the Notice to Proceed for Tenant Improvements evidence of:

1. Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for Tenant Improvements as described in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of this SFO.
2. Issuance of a building permit covering construction of all improvements.

### 3.6 BUILDING AND SITE OFFER SUBMITTALS (SEP 2009) (EPA: APR 2010)

The Offeror shall submit to the Lease Contracting Officer at the time of initial submission of offers:

- A. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation
- B. A certification or a commitment to deliver the space to the Government in accordance with the "Seismic Safety for Existing Construction" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO, together with all required attachments.
- C. TAX INFORMATION: Provide the legal description of the property and tax parcel number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.
- D. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
- E. If the offered building contains asbestos-containing materials, provide an asbestos-related management plan as described in the "Asbestos" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.
- F. As provided in the "Amount and Type of Space" paragraph in the SUMMARY section of this SFO, advise whether there are existing vending facilities in the offered building which has exclusive rights in the building.
- G. SUSTAINABILITY DOCUMENT PACKAGE:
  1. Satisfactory demonstration of any LEED® level(s) previously achieved.
  2. LEED® scorecards for each LEED® rating system being pursued as outlined in the "Unique Requirements" and "Description of Award Factors" paragraphs above. Scorecard(s) must document the proposed credits to be achieved. The total points to be achieved must meet or exceed the minimum points to achieve Silver certification and all prerequisite requirements must be met. Along with the scorecard, the Offeror shall submit a narrative describing how each of the points proposed on the scorecard will be achieved (including all prerequisites for which no points are awarded). In proposing their strategy, Offerors must rely solely upon functions over which they have control and may not depend upon the Government's

purchasing, functions, behaviors, etc. for assistance in achieving their proposed LEED®-EBO&M level. Exceptions may be granted at the discretion of the Lease Contracting Officer in response to the Offeror's written request.

3. Energy performance.
  - a. For buildings older than one year, a Statement of Energy Performance from the ENERGY STAR Portfolio Manager website (see the "Energy Cost Savings" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO). The Statement of Energy Performance must reflect building performance within 4 months ending prior to the offer date. The Offeror must share the building's Portfolio Manager profile with EPA through the username "EPA\_Facilities".
  - b. For buildings constructed within the past year, a Statement of Energy Design Intent using the ENERGY STAR Target Finder (see the "Energy Cost Savings" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO).
  - c. If an existing building contains CFCs or HCFCs, a CFC and HCFC Phase-Out Plan, including a Maintenance and Leak Detection Plan (see the "Heating and Air Conditioning" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO).
4. Indoor environmental quality design features.
  - a. Ventilation system calculations showing outdoor air ventilation rates to all occupied spaces at least meet the minimum required by ASHRAE Standard 62.1-2007 (see the "Ventilation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO).
  - b. Documentation of compliance with ASHRAE Standard 55-2004, *Thermal Environmental Conditions for Human Occupancy* based on design (see the "Heating and Air Conditioning" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO).
  - c. Calculations showing how the offered space meets the daylighting requirement (see the "Windows" paragraph in the GENERAL ARCHITECTURE section of this SFO).
5. Sustainable land development. Documentation of stormwater management practices used on site to address stormwater runoff quantity and quality (see the "Landscaping and Site" paragraph in the GENERAL ARCHITECTURE section of this SFO). If surface parking is provided, all runoff from parking surfaces shall be treated on site with low impact development strategies.

H. BUILDING AND SYSTEMS DESIGN DOCUMENTATION PACKAGE:

1. Drawing Submissions.
  - a. First generation plans of the entire floor or floors for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within ten (10) days.
  - b. All plan submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extensions are .DWG and .PDF. Clean and purged files shall be submitted on CD ROM. Also provide hard copy, half-scale drawings, preferably 18" x 24". All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable.
  - c. The CAD file showing the offered space shall include poly-lines utilized to determine the ABOA square footage on a separate and unique layer.
  - d. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within 5 days.
  - e. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
  - f. Plans shall include test fit layouts based on the attached agency Program of Requirements. Test fit layouts must include:

- i. Typical floor plates showing the number of offices, workstations, and support spaces that can be accommodated based on the planning approach and space guidelines described in the POR.
  - ii. Block and Stack Plan (specific room layout not required) for all other floors of the proposed building—plan showing the location of EPA central functions, programmatic elements, and floor capacities; and
  - iii. Renovation strategy and phasing plan. If applicable, an explanation, diagrams, and a schedule showing how the proposed space will be renovated utilizing swing space while EPA personnel occupy the building. Show the extent of floor space renovated in each phase.
2. Mechanical, Electrical and Plumbing Systems. The Systems Design Narrative shall not be greater than five single sided 11" x 17" pages with a 1-inch uniform margin. Provide a narrative and supporting drawings that describe the design and performance of HVAC, electrical, emergency electrical, elevator, plumbing, and fire life safety systems. The narrative must include a description of the functional and operational requirements of the building systems and how they comply with the requirements of the SFO and POR. Drawings required must be as indicated below; however, additional drawings may be provided, as needed, to convey the concept. The following must be clearly addressed:
- a. Mechanical System
    - i. Design conditions and loads
    - ii. Calculations for air flow, velocity and duct pressure
    - iii. Post-consumer recycled content, VOC content and location of manufacture for proposed equipment
    - iv. Proposed distribution design
    - v. Type of duct insulation, method for duct degreasing and make up of joint sealants
    - vi. Calculations for outside air design and equipment to control it
    - vii. Proposed automated control system
    - viii. Proposed equipment sequencing and Energy Management plan
    - ix. Proposed Building Maintenance Plan
  - b. Electrical System
    - i. Compliance with The Federal Energy Management Program
    - ii. Proposed electrical distribution system
    - iii. Proposed plug loads and lighting loads in compliance with the above quoted standards
    - iv. Proposed lighting fixtures, ballasts and control devices
    - v. Proposed lighting management plan
    - vi. Post-consumer recycled content, VOC content and location of manufacture for proposed equipment
    - vii. Proposed Building Maintenance Plan
    - viii. Fire Alarm system
    - ix. Building security system and coordination with tenant security system needs
    - x. Emergency power system
  - c. Plumbing System
    - i. Flow rates and for plumbing fixtures and faucets (low or zero flow)
    - ii. Maximum number of fixtures in relation to local codes
    - iii. Provisions for rain water capture and irrigation conservation
    - iv. Post-consumer recycled content, VOC content and location of manufacture for proposed equipment
    - v. Proposed piping materials
    - vi. Fire protection system design, sprinkler head types and equipment
    - vii. Proposed Building Maintenance Plan
3. Security Plan. Pre-Lease Building Security Plan that addresses compliance with lease security standards (see the "Building Security Plan" paragraph in the LEASE SECURITY STANDARDS section of this SFO), including a description or necessary certification of the shatter-resistant window system (see the "Shatter-Resistant Window Protection Requirements" paragraph in the LEASE SECURITY STANDARDS section of this SFO). In the plan, discuss how the offered site may exceed the lease security standards.

**3.7 DEVELOPMENT TEAM SUBMITTALS (OCT 2010) (EPA: APR 2010)**

- A. For each Development Team member, provide a summary of qualifications, and provide the requested number of comparable projects for which the Development Team member has served in the same role. Comparable projects are defined as projects of the same nature and complexity that have been completed within the last 10 years, of at least 100,000 ABOA square feet. The definitions of the Development Team members below also provide special requirements for similar projects. Submissions must include photographs of the projects and narratives including budget and schedule information. For each Development Team member, provide at least 2 similar projects. All projects must best represent the abilities and past experience of the Development Team entities.

The following types of projects will not be considered:

- 1. Projects that are not completed at offer submission;
- 2. Distribution, warehouse, manufacturing, or processing facilities;



3. Prisons, jails, correctional facilities, or detention centers;
  4. Hospitals and laboratories;
  5. Residential projects, multi-family (e.g., housing, hotels, dormitories, etc.);
  6. Retail projects or sports facilities; or
  7. Schools and university classroom buildings.
- B. The Offeror must provide the following minimum information for each Development Team member:
1. Company name and contact information;
  2. Resume including professional credentials, licenses held, specialized experience, and significant awards or recognition;
  3. History of working with other key personnel;
  4. A list of relevant projects personally supervised;
  5. An explanation of relevant work experience within the last 10 years;
  6. A brief summary of primary responsibilities for the referenced projects; and
  7. A signed authorization and release authorizing the Government to obtain past performance information from references.
- C. Submissions shall be a maximum of 3 double-sided, 8 1/2" x 11" pages, typewritten in Arial 11 point font with uniform 1" margins.
- D. For each comparable project submitted for each Development Team member, provide the following information:
1. Building name;
  2. Location;
  3. Size;
  4. Description of the building;
  5. Construction completion date;
  6. Description of actual work performed by key personnel;
  7. Construction cost;
  8. Final LEED® scorecard and sustainable/innovative building features narrative (where applicable);
  9. ENERGY STAR rating(s) and year(s) awarded;
  10. Design awards received; and
  11. References (name, address, email address, and current telephone number).
- E. The Government reserves the right to approve or reject proposed personnel for each support position. Offers that do not provide at least 2 Similar Projects in the last 10 years, for each member of the Development Team will not be eligible for award.
- F. In addition, provide a staffing plan, including the number and type of onsite personnel and their responsibilities.
- G. Notes on Development Team's submittals:
1. Completeness of Past Performance Submittal. Failure to submit all required information may be grounds for drawing a negative inference as to an Offeror's qualifications and may result in a determination that proposal is not acceptable. The Government reserves the right to consider the Offeror's performance on other contracts, whether provided by the Offeror as a reference or not.
  2. References. The Government intends to contact those individuals and firms that are listed as references to verify that the Offeror's characterization of its involvement is accurate, and to solicit the references' assessments of the quality of those services that were provided. It is the Offeror's responsibility to verify that all references listed can be reached by telephone. If a reference cannot be located based upon the information provided by the Offeror, the Government is not required to consider the listed project. If the Government cannot obtain past performance information from a sufficient number of sources, then the Government may find a proposal unacceptable. The Government is not required to contact all references provided but will contact a sufficient number of references from each Offeror to ascertain a reasonable determination of the Offeror's past experience and past performance.

3. Confidentiality of Past Performance Information. The Government reserves the right to maintain the confidentiality of the past performance information provided by the references listed by the Offeror, as well as references obtained by other means. By submitting a proposal for consideration under this SFO, the Offeror agrees that it shall not seek to discover from any source the contents of such communications. The Offeror shall retain the right to be debriefed by the Government on its general findings as to its past performance but releases the Government from any obligation to divulge the source of any information relied upon in its evaluation.
4. Development Team Substitution. The Offeror's team cannot change after receipt of offers without the written approval of the GSA Lease Contracting Officer. In the event that any substitutions in development team are proposed, the Offeror shall provide the Government with all required information for that position. Written notification of a change in the Offeror's team, and the update team member's experience submittals, must be timely to allow for proper evaluation by the Government. If there is a change in the Architect/Designer, the substituting Architect/Designer may submit either a new design philosophy meeting the SFO and POR requirements or a statement on how s/he plans to use the existing philosophy identified and evaluated during the initial submission. If a change in the Development Team occurs during the last 4 weeks prior to award, the Government, at its sole discretion, may eliminate the Offeror from further consideration for award. If changes in the Development Team occur after the award, no increase in contract prices, delay in contractor performance or lower qualifications will be allowed as a result of the Lessor's substitution, addition, or replacement of team member. If there is a change in the Architect/Designer after award, the design philosophy submitted, evaluated, and providing the basis for award shall be used.

**3.8 NON-EVALUATED KEY PERSONNEL**

A. Non-Evaluated Key Personnel includes the following:

1. Structural Engineer:
2. Mechanical Engineer:
3. Electrical Engineer:
4. Security and Blast Engineer:
5. LEED® Accredited Professional (AP):

If one person will be performing more than one of the above disciplines, separate submissions shall be provided for each discipline.

B. Each of the above shall:

1. Have a minimum of 10 years experience in the same discipline as submitted to perform in this procurement;
2. Be licensed to practice that discipline in the state of Kansas;
3. Have been the lead in that discipline for a minimum of 2 similar projects; and
4. Demonstrate adequacy for this procurement in their discipline for this project.

C. All Non-Evaluated Personnel listed above must each submit a 2-page resume. The resume shall describe the following items:

1. Currently held position/title;
2. Proposed project position/title;
3. Education;
4. Professional licensing and awards; and
5. Relevant work experience over the past 5 years

**3.9 COST AND FINANCIAL RELATED DOCUMENTATION PACKAGE**

The following information shall be marked in accordance with GSA Form, 3516A, Paragraph 1 (d), tabbed and submitted in a separate sealed package prominently marked "CONTAINS FINANCIAL INFORMATION; TO BE OPENED BY THE CONTRACTING OFFICER ONLY."

- A. Name and address (business address and legal address) of Offeror;
- B. Type of company (corporation, partnership, subsidiary, proprietorship, other);
- C. Year company was established;
- D. Name and address (business and legal) of Parent Company (if applicable);

- E. Names and addresses (business and legal) of each Subsidiary Company (if applicable);
- F. Names and titles of each individual owner, principal, partner, co-venturer, legal representative, manager, managing director, president, and/or board member;
- G. Pending court actions, litigation, judgments, liens, or other demands for payment against the Offeror, its Parent Company, or Subsidiary Companies;
- H. A list of current or prior (within the last five years) bankruptcy or insolvency proceedings, and proceedings for non-payment of taxes or other governmental assessments for Offeror and Parent Company;
- I. A list of contacts (name, address, telephone number) for significant construction or property development contracts the Offeror currently has in progress or has completed within the last five calendar years;
- J. A list of banking and other lending institutions (name, address, telephone number, and point of contact) from which the Offeror obtains credit;
- K. A list of contractors (name, address, telephone number, and point of contact) with whom the Offeror regularly purchases supplies, services, and/or materials;
- L. The Offeror's latest Profit and Loss Statement;
- M. The Offeror's annual financial statements (Balance Sheet) for the most recent year and the immediately preceding year comparing the Offeror's assets and liabilities. The annual financial statements shall contain sufficient information to allow for an assessment of the Offeror's financial position including, but not limited to, the following:
  - 1. Cash assets;
  - 2. Accounts receivable (moneys owed the Offeror);
  - 3. Cash value of all inventories;
  - 4. Worth of real property (land and improvements) and equipment owned by the Offeror; and
  - 5. Current liabilities including Offeror debts, stockholders equity or amount of stock held by shareholders retained earnings to be re-invested back into the company.
- N. Number and dollar value of any contracts the Offeror currently has or has had within the last five years with the U.S. Government; and
- O. Any other data the Offeror considers pertinent to assist in an accurate determination of the Offeror's financial capability.

**3.10 ORAL PRESENTATIONS (EPA: OCT 2009)**

The Offeror and Development Team will conduct oral presentations of their technical proposal on-site in the building being offered. The Government will coordinate the oral presentations in consultation with Offerors to establish the exact time and date. Pre-recorded presentations are not considered oral presentations for the purpose of this requirement. To assist Offerors in the preparation of their oral presentation, please note the following:

- A. The presentation shall address the award factors as set forth in this SFO.
- B. The proposed Development Team for the project shall be present, in addition to any other personnel that are required to provide clarification on project details.
- C. Each oral presentation will last approximately 2 hours, including set-up, presentation of technical proposal, questions and answers, and breakdown.
- D. During the oral presentation, communications may be held for the purposes of enhancing the Government's understanding of the proposal, to allow reasonable interpretation of the proposal, address ambiguities in the proposal or other concerns (e.g. perceived deficiencies, weaknesses, errors, omissions, or mistakes). Communications will not be used to cure actual proposal deficiencies or material omissions, materially alter the technical proposal or cost elements of the proposal, and/or otherwise revise the proposal.
- E. Oral presentations must incorporate a guided tour of the facility for the Government's team.
- F. The presentation may include multimedia, electronic presentations, boards, etc. For electronic presentations, Offerors must use Microsoft PowerPoint and/or .pdf format.
- G. The Offeror shall supply all equipment necessary for presentations.

H. The Offeror shall provide all presentation materials at the time of their scheduled presentation. A single electronic copy of the presentation shall be provided to the Lease Contracting Officer on a CD-ROM. All other presentation material will be retained by the Offerors after the presentation and shall be made available to the Lease Contracting Officer upon request.

**3.11 BUILDING AND SITE POST-AWARD SUBMITTALS (AUG 2008) (EPA: APR 2010)**

AFTER AWARD, THE LESSOR SHALL SUBMIT ELECTRONICALLY ON CD or DVD AND TWO (2) HARDCOPIES TO THE CONTRACTING OFFICER:

- A. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the SUMMARY section of this SFO, the name and contact information for the onsite or locally designated representative;
- B. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, the schedule of periodic services for other than daily, weekly or monthly services;
- C. Within 30 days of award, proof of LEED® Online registration and LEED® Online access to the Government throughout the application process;

D. DURING THE DESIGN PHASE:

1. At each phase of design drawing submission:

- a. Updated LEED® scorecard and documentation, indicating status of points and issues;
- b. Commissioning Plan to match design percent completion (see the "Mechanical, Electrical, Plumbing: General" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO);
- c. Construction Indoor Air Quality Plan to match design percent completion, including moisture control strategies during construction (see the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and the "Building Management Plan" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO);

2. At the completion of the design development phase:

- a. Design phase LEED® point documentation to the GBCI for review;
- b. Model output and assumptions for a whole building energy simulation (see the "Energy Cost Savings" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO);
- c. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO;

3. All Commissioning Agent's reports and backup documentation as developed throughout the design phase;

4. At 100 percent construction drawing submission:

- a. Final Commissioning Plan;
- b. Final Construction Indoor Air Quality Plan, including moisture control strategies during construction;
- c. Construction Waste Management Plan (see the "Construction Waste Management" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and the "Building Management Plan" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO);
- d. Verification that ventilation system design calculations shall achieve outdoor air ventilation rates to all occupied spaces that at least meet the minimum required by ASHRAE Standard 62.1-2007 (see the "Ventilation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO);
- e. Peak load heating and cooling calculations; and
- e. A statement explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO,

E. DURING CONSTRUCTION:

- 1. LEED® scorecard and documentation updates every month, indicating completed points, issues, as well as a description and reasons for any changes from the previous LEED® scorecard submittal;
- 2. Product Data Sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted as outlined in the "Finish Selections" paragraph of the ARCHITECTURAL FINISHES section of the SFO;



3. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO;
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO;
5. Documentation (invoices and certificates) for certified wood products (see the "Wood Products" paragraph in the ARCHITECTURAL FINISHES section of this SFO);
6. All Commissioning Agent's reports and backup documentation as developed throughout the commissioning periods;
7. At mid-point of construction, 50 percent Building Management Plan (see the "Building Management Plan" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO);
8. Monthly construction digital photographs illustrating each practice required in this SFO or per LEED® submissions. Both installation and finished photos shall be provided, also all best management practices shall be documented, where applicable (e.g., construction indoor air quality controls, construction waste management, green roof installation). The Government shall retain the rights to use the photographs in their displays, publications, etc;

F. AS A CONDITION OF SUBSTANTIAL CONSTRUCTION COMPLETION:

1. Final Commissioning Agent's report;
2. Final Building Management Plan (see the "Building Management Plan" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO);
3. Test results for lead in drinking water conducted prior to occupancy, provide certification from SDWA certified laboratory (see the "Lead in Drinking Water" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO);
4. Final reports on indoor air quality testing (see the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO);
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO;
6. Public education documentation as stated in the "Special Requirements: Public Education Documentation" paragraph in the SPECIAL REQUIREMENTS section of this SFO;

G. AFTER OCCUPANCY:

1. Proof of EPA ENERGY STAR certification as stated in the "Energy Cost Savings" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO;
2. For each required LEED®-EB registration, proof of registration as a LEED®-EBO&M project and provision of LEED® Online access (see the "Unique Requirements" paragraph in the SUMMARY section of this SFO for required submission time frames);
3. For all LEED®-NC, LEED®-CS and LEED®-EBO&M submissions, at completion of LEED® documentation and receipt of final certification, 3 hard copies and 3 electronic copies on compact disks of all documentation submitted to GBCI for certification (Acceptable file format is .pdf copied to disk from the LEED® Online workspace and templates);
4. Documentation of renewable power purchases, if applicable (see the "Energy Cost Savings" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO);
5. Prior to the commencement of construction and renovation activities during the term of the lease, a Construction Waste Management Plan (see the "Construction Waste Management" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO for additional information);
6. For all construction, renovation, and repair activities during the term of the lease, interior finish submittals with their MSDS for VOC contents, including carpet, paints, adhesives, caulks, etc (see the "Indoor Air Quality" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO);
7. If carpet is replaced during the lease, documentation of carpet reclamation (see the "Carpet Tile" paragraph in the ARCHITECTURAL FINISHES section of this SFO);

H. ON AN ONGOING BASIS:

1. Read only access into a computer-based graphical user interface with a report estimating peak KWHR demand and estimated BTU use for previous day (see the "Mechanical, Electrical, Plumbing: General" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO);

2. Quarterly energy and water utilization reports (see the "Utilities" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO);
3. Quarterly reports of recycling and waste by weight. In addition, the name of the firm(s) providing lamp recycling services, as well as annual reports on the quantity and weight of lamps recycled (see the "Recycling" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO);
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO;
5. Lead in drinking water test results after each plumbing system alteration (see the "Lead in Drinking Water" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO);
6. Indoor air quality testing results after each building alteration (see the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO); and
7. Annual report on purchases with recycled and post-consumer recycled content used by operations activities (see the "Recycled Content Products (Comprehensive Procurement Guidelines)" paragraph in the ARCHITECTURAL FINISHES section of this SFO).

**4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION**

**4.1 MEASUREMENT OF SPACE (AUG 2008)**

**A. ANSI/BOMA OFFICE AREA SQUARE FEET:**

1. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

**B. RENTABLE SPACE:**

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.

**C. COMMON AREA FACTOR:**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

**4.2 TAX ADJUSTMENT (AUG 2008)**

**A. PURPOSE:**

This paragraph provides for adjustment in the rent ("Tax Adjustment") to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax Adjustments shall be calculated in accordance with this Clause.

**B. DEFINITIONS:**

The following definitions apply to the use of capitalized terms within this paragraph:

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.
7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.

8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.

C. ADJUSTMENT FOR CHANGES IN REAL ESTATE TAXES:

1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.
2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
3. After commencement of the Lease term, the Lessor shall provide to the Lease Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Lease Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Lease Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Lease Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.
7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Lease Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.
8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Lease Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.



9. In order to obtain a Tax Adjustment, the Lessor shall furnish the Lease Contracting Officer with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Lease Contracting Officer, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Tax Adjustment, including the calculation thereof. All such documents must be received by the Lease Contracting Officer within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE TAX YEAR AFFECTED.

**D. TAX APPEALS:**

If the Government occupies more than 50% of the Building by virtue of this and any other Government lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

**4.3 OPERATING COSTS (SEP 2009)**

A. The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

1. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
2. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
3. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
4. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this SFO.

B. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

**4.4 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005)**

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the lease. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

**4.5 NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 7:30 a.m. to 5:30 p.m. except Saturdays, Sundays, and federal holidays.

**4.6 OVERTIME USAGE (AUG 2008)**

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Lease Contracting Officer or the GSA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate established in the contract, which shall include all the Lessor's administrative costs. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.
- E. **Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.**

**4.7 UTILITIES (AUG 2008) (EPA: APR 2010)**

- A. 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.
- B. **REPORTING:**  
Within 30 days of the end of each fiscal quarter, the Lessor shall report monthly energy and potable water use and costs for the three previous months according to the following schedule. Energy use and costs shall be itemized by fuel type. Data shall be sufficient to allow the Government to compute an energy intensity figure of Btu per rentable square foot and a water intensity figure of gallons per rentable square foot.

Fiscal Quarter	Months Included	Reporting Deadline
1 <sup>st</sup>	October November December	January 30
2 <sup>nd</sup>	January February March	April 30
3 <sup>rd</sup>	April May June	July 30
4 <sup>th</sup>	July August September	October 30

- 1. If the Government is the only tenant in the building, the Lessor shall report monthly energy and water use and costs for the entire building and the building's total rentable square footage.
- 2. If the Government is one of multiple tenants in the building, the Lessor shall report monthly energy and water use and costs for the entire building, the building's total rentable square footage, as well as the Government's portion of the building's rentable square footage.
- 3. If utility invoices are used for estimating monthly energy or water use, invoices based on readings on or before the 15th of the month are considered to be the utility invoice for the previous month (e.g., an invoice with an end read date of March 10th shall be considered the February invoice; an invoice with an end read date of March 20th shall be considered the March invoice).
- 4. Electronic .pdf files of the energy and water utility invoices (including usage, billing, and demand charge data), quarterly reporting totals, and square footage data are to be sent by email to the Government's reporting contractor at epafacil@erg.com.

**4.8 BUILDING MANAGEMENT PLAN (EPA: APR 2010)**

The Lessor shall submit a Building Management Plan that includes, but is not limited to, the plans and information listed below. Each sub-plan shall be concise and clearly labeled, and all sub-plans shall be compiled and organized in the order shown below. Many of the sub-plans mirror the requirements for LEED®-EBO&M and also can be used to achieve LEED® credits. The Building Management Plan shall be approved by the Government and in operation before occupancy.

**A. BUILDING EXTERIOR AND HARDSCAPE MANAGEMENT PLAN:**

At a minimum, this plan shall address the following items if applicable: maintenance equipment; snow and ice removal; paints and sealants used on building exterior; and cleaning of building exterior, sidewalks, pavement, and other hardscape on the site. The

plan shall employ best management practices to significantly reduce (compared to standard practices) harmful chemical use, energy waste, water waste, air pollution, solid waste, and/or chemical runoff.

**B. OUTDOOR INTEGRATED PEST MANAGEMENT, EROSION CONTROL, AND LANDSCAPE MANAGEMENT PLAN:**

This plan shall address outdoor integrated pest management (IPM) practices that protect human health and the surrounding environment by reducing chemical use and targeting problematic locations and species. The outdoor IPM must be coordinated with the indoor IPM (see the "Integrated Pest Management" paragraph). Erosion and sedimentation control must be addressed for both landscaping management and future construction activity. Landscape management practices shall include the diversion of landscape waste and avoidance of chemical fertilizer use (see the "Landscape Maintenance" paragraph).

**C. WATER CONSERVATION PLAN:**

This plan shall address the following areas if they are incorporated in the building design and operation: 1) reduction of indoor potable water use, including low-flow fixture use and recycling greywater for toilet flushing; 2) reduction or elimination of potable, natural surface, or subsurface water use in landscape irrigation, including the selection of plant species with low water needs, irrigation efficiency, rainwater capture, and recycling greywater; and 3) treatment of waste water on site to tertiary standards. The plan also shall address any future goals to reduce water use.

**D. MECHANICAL ELECTRICAL AND PLUMBING (MEP) SYSTEM OPERATIONS AND MAINTENANCE PLAN. The plan shall include:**

1. A list of mechanical, electrical, and plumbing systems and their major components based on building schematics;
2. A schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing, which is necessary for the operation of the building;
3. Information on airflow monitoring; calibration, operation, and maintenance of the building automation system and energy management control system; and the operation and maintenance program;
4. Data collection methods including time intervals and reporting procedures for all metered utilities including potable water, electricity, and thermal energy (e.g., steam) usage in the tenant space and grounds (see the "Utilities" paragraph in this section and the "Heating and Air Conditioning" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO for minimum data collection and reporting requirements);
5. Preventative maintenance scheduling and record keeping, planned cyclical maintenance, methods for identifying potential energy saving repairs and/or alterations, and frequency and extent of regularly scheduled quality assurance/quality control facility walk-through inspections; and
6. A CFC and HCFC phase-out plan, if applicable, including a maintenance and leak detection plan.

**E. RE-COMMISSIONING PLAN:**

This plan shall include a schedule and the extent of re-commissioning of all systems at intervals of no longer than 3 years or a description of a continuous commissioning plan. The Government reserves the right to review the re-commissioning plan and commissioning reports.

**F. SOLID WASTE MANAGEMENT PLAN. The plan shall include:**

1. A construction waste management section. This section shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged from construction, demolition, and packaging debris. A minimum of 75 percent of waste materials shall be recycled and/or salvaged. (See the "Construction Waste Management" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO for waste management requirements.)
2. An operations recycling section. This section shall include a list of all recyclable and compostable materials, diversion goals, the hauler/destination for each material, and building plans annotating recycling and composting collection areas. (See the "Recycling" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO for recycling requirements.)

**G. GREEN CLEANING PLAN:**

This plan shall include green cleaning standard operating procedures, a schedule of cleaning operations, and specifications for green cleaning products that include, but are not limited to, the following items: general-purpose, floor, bathroom, glass, and carpet cleaners; floor finishes and strippers; liquid hand soap; toilet and facial tissue; and paper towels and napkins. (See the "Janitorial Services" paragraph for information on cleaning and product requirements.) The Lessor may consider using the latest edition of Green Seal GS-42 (Commercial and Institutional Cleaning Services) to develop the Green Cleaning Plan to meet the SFO and LEED®-EBO&M requirements.

**H. INDOOR ENVIRONMENTAL QUALITY MANAGEMENT PLAN. The plan shall address, at a minimum:**

1. Indoor air quality during construction including renovations and tenant improvements throughout the term of the lease (see the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO). The plan shall address compliance with the latest version of SMACNA *IAQ Guidelines for Occupied Buildings Under Construction* for HVAC protection, source control, pathway interruption, housekeeping, scheduling, and occupant relocation; include a detailed installation sequence for wet and absorptive products; and explain how the HVAC system will be operated to achieve the flush-out requirements;

2. Indoor air quality during operations (see the "Indoor Air Quality" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO);
3. Moisture control to prevent building damage, minimize mold contamination, and reduce moisture-related health risks during construction and operations. The plan shall include an analysis of all sources of moisture and control strategies to address these moisture sources. When identifying sources of moisture consider the effects of vapor retarders, air barriers, and relative building air pressure relationships (internal and external); and
4. Indoor integrated pest management (see the "Integrated Pest Management" paragraph).

I. OPERATIONS AND MAINTENANCE STAFF TRAINING PLAN:

This plan shall address, at a minimum, yearly training and associated requirements.

**4.9 JANITORIAL SERVICES (AUG 2008) (EPA: APR 2010)**

A. Cleaning shall be performed during daytime working hours between 7:00 am and 4:00 pm Monday through Friday, excluding Federal holidays. The Lessor shall implement the Government-approved Green Cleaning Plan submitted as part of the Building Management Plan (see the "Building Management Plan" paragraph).

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. Use products that are packaged ecologically (e.g., packaging that is minimized, contains recycled content, and/or is recyclable);
2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. Minimize the use of harsh chemicals and the release of irritating fumes.

Examples of acceptable products may be found [www.gsa.gov/p2products](http://www.gsa.gov/p2products). Other examples of acceptable products are those which meet the most current edition of Green Seal GS-34 (Cleaning/Degreasing Agents), Green Seal GS-37 (Industrial and Institutional Cleaners), Green Seal GS-40 (Industrial and Institutional Floor Care Products), and Green Seal GS-41 (Hand Cleaners/Soaps for Industrial and Institutional Purposes).

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG. The Lessor is encouraged to use energy-efficient hand dryers in lieu of paper towels in toilet rooms.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Lease Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily:* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week:* Sweep or vacuum stairs.
3. *Weekly:* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks:* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly:* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months:* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year:* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year:* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually:* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and



secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

10. *Every Two Years*: Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years*: Dry clean or wash (as appropriate) all draperies.
12. *As Required*: Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

**4.10 SCHEDULE OF PERIODIC SERVICES (DEC 2005)**

Within 60 days after occupancy by the Government, the Lessor shall provide to the Lease Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**4.11 LANDSCAPE MAINTENANCE (AUG 2008) (EPA: APR 2010)**

- A. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle. Watering, weeding, mowing, policing the area to keep it free of debris, pruning, and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.
- B. Landscape management practices shall prevent pollution by:
  1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
  2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
  3. Composting/recycling all yard waste.

**4.12 INTEGRATED PEST MANAGEMENT (EPA: APR 2010)**

- A. The Lessor shall implement outdoor and indoor integrated pest management (IPM) as specified in the Government-approved Outdoor Integrated Pest Management, Erosion Control, and Landscape Management Plan and Indoor Environmental Quality Management Plan submitted as part of the Building Management Plan (see the "Building Management Plan" paragraph) for the leased premises. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:
  1. Structural and procedural modifications to reduce food, water, harborage, and access used by pests;
  2. Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment;
  3. Non-pesticide technologies such as trapping and monitoring devices; and
  4. Coordination among all facilities management programs that have a bearing on the pest control effort.
- B. At a minimum, the Lessor shall adequately suppress the following pests:
  1. Indoor populations of pests, such as rodents, insects, arachnids, and other arthropods;
  2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings; and
  3. Nests of stinging insects within the property boundaries of the specified buildings.
- C. **INITIAL BUILDING INSPECTION:**  
The Lessor shall retain a professional pest control company to complete a thorough, initial inspection of each building or site at least 10 working days prior to substantial completion. The purpose of the initial inspections is for the Lessor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.
- D. **INTEGRATED PEST MANAGEMENT PLAN:** The IPM Plan shall include the following:
  1. A plan of action and schedule for rectifying any existing problem areas identified during the initial building inspection.
  2. Current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.
  3. Methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the lease.

4. Complete service schedules that include weekly or monthly frequency of pest surveillance visits, specific day(s) of the week of such visits, and approximate duration of each visit.
  5. Description of any site-specific structural or operational changes that would reduce sources of food, water, harborage, and access used by pests.
  6. Copies of state-issued Commercial Pesticide Applicator Certificates or Licenses for every Lessor or contracted employee who shall be performing onsite service.
- E. MANNER AND TIME TO CONDUCT SERVICE:  
The Lessor shall perform routine pest control services that do not adversely affect tenant health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled service time set forth in the IPM Plan, the Contractor shall notify the Lease Contracting Officer at least one day in advance.
- F. SAFETY AND HEALTH:
1. The Lessor shall observe all safety precautions. All work shall be in strict accordance with all applicable federal, state, and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.
  2. The Lessor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

**4.13 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)**

- 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 GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Lease Contracting Officer.

**4.14 NOVATION AND CHANGE OF NAME (AUG 2008)**

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by Far 42.1204, the Lease Contracting Officer may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of Novation Agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Lease Contracting Officer.

J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

**4.15 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)**

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. 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 CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

  
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5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)

This paragraph applies to all recipients of SBU building information, including offerors, 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 Lease Contracting Officer 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 clause 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 following URL: <http://csrc.nist.gov/groups/stm/cmvp/validation.html#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 Central Contractor Registration (CCR) database at [www.ccr.gov](http://www.ccr.gov) that have a need to know such information. If a subcontractor is not registered in the CCR 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 CCR 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 clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) 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; (3) contact information for the named individual; and (4) 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 clause, including those maintained by any subcontractors and/or suppliers, and submit them to the Lease Contracting Officer. For federal buildings, final payment may be withheld until the lists are received.

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 Lease Contracting Officer, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at [http://csrc.nist.gov/publications/nistpubs/800-88/nistsp800-88\\_rev1.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/nistsp800-88_rev1.pdf). If SBU building information is not returned to the Lease Contracting Officer, 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 Lease Contracting Officer that all SBU building information has been destroyed, or returned to the Lease Contracting Officer, by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the Lease Contracting Officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Lease Contracting Officer at the completion of the lease term.

**G. INCIDENTS:**

All improper disclosures of SBU building information must be immediately reported to the Lease Contracting Officer at (816) 823-1212. If the contract provides for progress payments, the Lease Contracting Officer 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 clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

**H. SUBCONTRACTS:**

The Contractor must insert the substance of this clause in all subcontracts.

**5.2 UNIT COSTS FOR ADJUSTMENTS (AUG 2008)**

The Offeror is required to provide unit prices when requested by the Government. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

**5.3 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2009)**

A. The Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government is willing to negotiate a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for all Tenant Improvements. The proposal shall include the overhead, profit, and architectural/engineering fees as agreed upon in the Lease, as well as permits and regulatory fees for Tenant Improvements.
2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Lease Contracting Officer for resolution. All differences will be resolved by the Lease Contracting Officer in accordance with the terms and conditions of the lease.
3. No Building Shell items shall be included in the pricing for the Tenant Improvements.
4. Each proposal shall be 1) submitted in a 21 Division Tenant Improvement Cost Summary table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
5. A minimum of two qualified General Contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the General Contractors, a minimum of two qualified subcontractors from each trade of a 21 Division Tenant Improvement Cost Summary table shall be invited to participate in the competitive proposal process.
6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the "Construction Schedule of Tenant Improvements" paragraph in this section.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Lease Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in this section.

**5.4 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Lease Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for Tenant Improvements of \$100,000 or less may be placed by the Lease Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements of \$100,000 or less when specifically authorized to do so by the Lease Contracting Officer. The Lease Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

**5.5 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Lease Contracting Officer. The Lease Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

**5.6 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008)**

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.
- B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.
- D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Documents. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

**5.7 LIQUIDATED DAMAGES (AUG 2008)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$1,000.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay.

**5.8 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a Reuse Plan to the Lease Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the Reuse Plan and approved by the Lease Contracting Officer.

**5.9 CONSTRUCTION WASTE MANAGEMENT (AUG 2008) (EPA: APR 2010)**

- A. Recycling construction waste is mandatory for initial base building and Tenant Improvements, as well as subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. The Lessor shall divert at least 75 percent (by weight) of construction, demolition/deconstruction, and packaging debris from disposal to landfills and incineration facilities. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Lease Contracting Officer, may permit alternative means of disposal.
- D. The Lessor shall recycle at a minimum the following items during both the demolition and construction phases of the project, as well as any future renovations, subject to availability of recycling facilities and economic evaluation and feasibility:
1. Ceiling grid and tile;
  2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
  3. Duct work and HVAC equipment;
  4. Wiring and electrical equipment;
  5. Aluminum and/or steel doors and frames;
  6. Hardware;
  7. Drywall;
  8. Steel studs;
  9. Carpet, carpet backing, and carpet padding;
  10. Wood and wood composite materials;
  11. Insulation;
  12. Cardboard packaging;
  13. Pallets;
  14. Windows and glazing materials;
  15. All miscellaneous metals (as in steel support frames for filing equipment);
  16. All other finish and construction materials;
  17. Land clearing debris;
  18. Concrete masonry units;
  19. Bricks, concrete, and asphaltic concrete;
  20. Paint; and
  21. Plastic film (including high density polyethylene).
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction and any subsequent alterations under the lease.
- G. Construction, demolition/deconstruction, and renovation materials recycling and disposal records shall be maintained by the Lessor and shall be accessible to the Lease Contracting Officer. Records shall include date of disposal; quantity by weight of the materials reused, recycled, or landfilled; quantity, date, and identification of hazardous wastes; and method of hazardous waste disposal.

**5.10 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)**

- A. The Lessor shall provide the Government access to the most current material safety data sheets (MSDS) or other appropriate documents for Government review prior to purchase, installation, or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Lease Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with the requirements specified in the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200(g). The Lessor and its agents shall comply with all recommended measures in the most current MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. **FLUSH-OUT PROCEDURE:**  
 Note that the Lessor shall meet the flush-out or testing criteria as required by the LEED® certifications being pursued. The following two methods are acceptable in some, but not all, versions of LEED®.
  1. A final flush out shall be performed after construction ends, prior to occupancy, and with all interior finishes installed. The Lessor shall install new filtration media and supply the building with 14,000 cubic feet of outdoor air per square foot of floor area while maintaining an internal temperature of at least 60°F and relative humidity no higher than 60 percent. If occupancy is desired prior to completion of the flush-out, the space may be occupied following delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of floor area. Once a space is occupied, the space shall be ventilated at a minimum rate of 0.30 cubic feet of outside air per minute per square foot of floor area or the design minimum outside air rate determined by the latest version of ASHRAE Standard 62.1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of 3 hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cubic feet of outdoor air per square foot of floor area has been delivered to the space.

OR

2. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Lease Contracting Officer for approval. An acceptable alternate is baseline indoor air quality testing, after construction ends and prior to the Government's occupancy, using testing protocols consistent with the EPA Compendium of Methods for the Determination of Air Pollutants in Indoor Air or other validated industrial hygiene sampling and analytical methods, including the use of direct-reading instrumentation. The testing shall demonstrate that the contaminant maximum concentrations listed below are not exceeded. For each sampling point where the maximum concentration limits are exceeded, additional flush-out with outside air and indoor air quality testing shall be performed until the requirements, as stated above, have been met. Retesting protocols of non-complying building areas shall be consistent with the EPA Compendium of Methods for the Determination of Air Pollutants in Indoor Air or other validated methods.

Contaminant	Maximum Concentration *
Formaldehyde	27 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOCs)	500 micrograms per cubic meter
4-Phenylcyclohexene (4-PCH) **	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 parts per million and no greater than 2 parts per million above outdoors levels
* Air samples must be collected between 3 and 6 feet from the floor to represent the breathing zone of occupants, over a minimum 4-hour period.	
** This test is only required if carpets and fabrics with styrene butadiene rubber latex backing material are installed.	

3. Any deviation from this ventilation plan must be approved by the Lease Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better. Filtration should be applied to process return and outside air that is to be delivered as supply air.
  - H. During construction, meet or exceed the recommended design approaches of the latest edition of Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, Chapter 3.
  - I. Protect stored onsite and installed absorptive materials from dust, dirt, and moisture damage.



- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by the latest edition of ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) Standard 52.2.

**5.11 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (SEP 2009) (EPA: APR 2010)**

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent documents; 2) the Government's approval of the design intent documents; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Lease Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Lease Contracting Officer so that the Government may issue a determination as to how to proceed beyond the Building Shell.

**B. DESIGN INTENT DRAWINGS:**

The Government shall prepare and provide to the Lessor the Government's approved design intent documents based upon the base building drawings provided by the Lessor as required in the "Building and Site Offer Submittals" paragraph in the HOW TO OFFER AND SUBMITTAL REQUIREMENTS section of this SFO. These design intent documents will detail the Tenant Improvements to be made by the Lessor within the Government-demised area. Design intent documents, for the purposes of this lease, are defined as fully-dimensioned drawings and specifications of the leased space which consist of enough information to prepare construction documents including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent documents shall be due to the Lessor within 120 days from award.

**C. CONSTRUCTION DOCUMENTS:**

1. The Lessor shall prepare, as part of the Tenant Improvement Allowance, final construction documents for the improvements detailed on the Government-approved design intent documents. The construction documents shall include all mechanical, electrical, plumbing, fire protection (sprinkler/standpipe), fire alarm, life safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Construction drawings shall be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent documents and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's 50 percent construction documents shall be due to the Government within 30 days of provision of the Government's design intent documents. After a Government review and any necessary Lessor's revision (see "Review of Construction Documents" paragraph below), the Lessor shall have 30 days to prepare the 95 percent construction documents. After another Government review and Lessor revision cycle, the Lessor shall have 15 days to submit the 100 percent construction documents to the Government. Construction documents shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. Construction documents shall be submitted in CAD, .pdf, and hard copy formats.
2. The Government may also require at the time of submission of 50 and 95 percent construction documents that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government, which are beyond the scope of the original SFO and its attachments. Any work shown on the construction drawings, which is Building Shell, shall be clearly identified as such.

**D. REVIEW OF CONSTRUCTION DOCUMENTS:**

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent documents. The Government shall perform all reviews of construction documents within 15 days of receipt of such from the Lessor at the 50 and 95 percent submission levels. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 5 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent documents, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent documents. The Lessor shall obtain the necessary permits and may commence construction of the Shell space.

**E. TENANT IMPROVEMENTS PRICE PROPOSAL:**

Within 30 days of Government review for conformance of the construction documents, the Lessor must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is Building Shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall commence construction of the Tenant Improvements.

**F. CONSTRUCTION OF TENANT IMPROVEMENTS:**

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed construction documents and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 180 days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

**G. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:**

Ten days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 5 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

**H. RENT COMMENCEMENT:**

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities.

**I. LEASE COMMENCEMENT:**

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

**5.12 PROGRESS REPORTS (AUG 2008) (EPA: OCT 2009)**

- A. After start of construction, at the Government's discretion, the Lessor shall submit to the GSA Lease Contracting Officer, written progress reports at intervals of 14 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc.
- B. The Lessor shall conduct meetings every 2 weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with review and approval by the GSA Lease Contracting Officer. Such meetings shall be held at a location to be designated by the Government.
- C. The Lessor shall conduct, at a minimum, monthly meetings to discuss LEED® documentation and other environmental performance issues. The Lessor shall be responsible for taking and distributing minutes of these meetings, with review and approval by the Lease Contracting Officer. Such meetings shall be held at a location to be designated by the Government.

**5.13 CONSTRUCTION INSPECTIONS (AUG 2008)**

- A. Construction inspections will be made periodically by the Lease Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final construction documents.
- B. Periodic reviews, witnessing of tests and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Lease Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall respond in writing to the GSA Lease Contracting Officer regarding the Government's comments resulting from the subject reviews, test, and inspections. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

**5.14 FLOOR PLANS AFTER OCCUPANCY (AUG 2008) (EPA: OCT 2009)**

- A. **PAPER MEDIUM:**  
Within 30 days after occupancy, as-built reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Lease Contracting Officer.

**B. ELECTRONIC MEDIUM:**

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Lease Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .dwg and .pdf. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Lease Contracting Officer.

**5.15 WAIVER OF RESTORATION (AUG 2008)**

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration 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.

**6.0 GENERAL ARCHITECTURE**

**6.1 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.

**6.2 EXITS AND ACCESS (DEC 2007) (EPA: JUN 2008)**

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways. Alternatives (e.g., mats) may be used for existing and/or historic buildings.

**6.3 DOORS: EXTERIOR (SEP 2000)**

**BUILDING SHELL:**

- A. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
- B. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Lease Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

**6.4 WINDOWS (SEP 2009) (EPA: APR 2010)**

- A. Office space shall have windows in each exterior bay unless waived by the Lease Contracting Officer.
- B. All windows shall be weather-tight and energy efficient. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.
- C. Interior window sills shall be constructed of a hard, durable, non-porous material. Gypsum board is not acceptable.
- D. The use of natural but controlled daylighting shall be maximized without compromising energy conservation objectives. The following daylighting standards must be met:
  - 1. A minimum daylight factor of 2 percent (excluding all direct sunlight penetration) shall be achieved in a minimum of 50 percent of all space occupied for critical visual tasks.
  - 2. Shading devices shall be provided as necessary to avoid direct sunlight penetration and excessive heat gain.

**6.5 WINDOW COVERINGS (SEP 2009)**

**A. WINDOW BLINDS:**

All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Lease Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Lease Contracting Officer.

**B. DRAPERIES:**

If draperies are required, they shall be part of the Tenant Improvement Allowance and the following minimum specifications shall apply:

- 1. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.
- 2. *Construction:* Any draperies to be newly installed shall be made as follows:
  - a. fullness of 100 percent, including overlap, side hems, and necessary returns;
  - b. double headings of 4 inches turned over a 4-inch permanently finished stiffener;



- c. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
  - d. three-fold pinch pleats;
  - e. safety stitched intermediate seams;
  - f. matched patterns;
  - g. tacked corners; and
  - h. no raw edges or exposed seams.
3. Use of existing draperies must be approved by the Lease Contracting Officer.

**6.6 FLOORS AND FLOOR LOAD (AUG 2008) (EPA: APR 2010)**

- A. All adjoining floor areas shall be:
- 1. Of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards,
  - 2. Non-slip, and
  - 3. Acceptable to the Lease Contracting Officer.
- B. Underfloor surfaces shall be smooth and level.
- C. The Government will utilize raised flooring in some of its special spaces and, therefore, prefers the use of depressed slabs for such spaces to avoid level changes and the necessity for ramps. See the attached POR for definition of special spaces requiring raised flooring.
- D. Office areas shall have a minimum live load capacity of 80 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions.
- E. At least 5 percent of each typical office floor shall have a minimum live load capacity of 150 pounds per ANSI/BOMA Office Area square foot for filing and storage.
- F. The following additional ANSI/BOMA Office Area square feet shall have the associated minimum live load capacities for special spaces. See the attached POR for definition of special spaces requiring these higher floor loadings.
- 1. 5,710 ABOA square feet at 120 pounds per ABOA square foot.
  - 2. 1,375 ABOA square feet at 150 pounds per ABOA square foot.
  - 3. 15,765 ABOA square feet at 200 pounds per ABOA square foot.
- G. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

**6.7 CEILINGS (SEP 2009) (EPA: APR 2010)**

- A. Ceilings shall be at no less than 9 feet and no more than 12 feet measured from floor to the lowest obstruction for all proposed space. Finished ceiling heights greater than 9 feet are required in certain special spaces (see the attached POR) and in the entry lobby area. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Space between ceilings and the lowest obstruction should be sufficient, as determined by the Lease Contracting Officer, to provide ample room for the necessary services without the need for altering and/or removing structural elements.
- D. Should the ceiling be installed in the Government-demised area prior to construction of the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Lease Contracting Officer:
- 1. *Restrooms*. Plastered or spackled and taped gypsum board.

2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Lease Contracting Officer. Tiles or panels shall contain recycled content.
  3. *Corridors and Eating/Galley Areas.* Plastered or spackled and taped gypsum board or mineral acoustical tile.
- F. If an Offeror proposes to use existing ceiling tile and grid in place, the Offeror must request approval of the ceiling from the Lease Contracting Officer. All ceiling tiles and grid must be visibly clean, uniform throughout the entire space, and meet the minimum material and performance specifications provided in the "Ceilings" and "Acoustical Requirements" paragraphs in this SFO.
- G. All newly installed acoustical ceilings tiles shall be 24 inches by 24 inches in an exposed grid suspension system, provide 75 percent light reflectance, and contain recycled content conforming to EPA's CPG requirement of 80 percent.

**6.8 ACOUSTICAL REQUIREMENTS (SEP 2009) (EPA: OCT 2009)**

**A. BUILDING SHELL:**

1. *Reverberation Control.* Private office, open office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C-423. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment and outdoor sources shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
  - a. Conference rooms      NIC 40
  - b. Offices                      NIC 35
4. *Vibration Isolation.* All rotating/reciprocating/vibrating mechanical equipment shall be provided with appropriate vibration isolation. All piping connected to such equipment shall also be vibration-isolated from the building structure within mechanical rooms and for a distance of 50 feet from the equipment, whichever is greater.
5. *Testing.*
  - a. The Lease Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
  - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

**B. TENANT IMPROVEMENT:** In accordance with Program of Requirements.

**6.9 PARTITIONS: GENERAL (DEC 2007) (EPA: APR 2010)**

**BUILDING SHELL:**

- A. Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Lease Contracting Officer (see the "Wall Finishes" and "Painting" paragraphs in the ARCHITECTURAL FINISHES section of this SFO).
- B. All sheetrock utilized for new partitions or wall surfaces shall have face paper with 100 percent recycled (pre- and post-consumer) content. To the extent feasible, without sacrificing functional or price performance, use sheetrock containing recovered gypsum filler material. All wallboard shall be equivalent to standard, commercial grade, locally available products and shall comply with and be used in accordance with all applicable ANSI/ASTM standards.

**6.10 PARTITIONS: PERMANENT (AUG 2008) (EPA: SEP 2008)**

**BUILDING SHELL:**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of Shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, NFPA 101, etc.) current as of the award date of this lease.

**6.11 BUILDING DIRECTORY (AUG 2008) (EPA: APR 2010)**

**A. BUILDING SHELL:**

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Lease Contracting Officer.

B. TENANT IMPROVEMENT:

One floor directory shall be provided on the elevator core wall on each demised tenant floor, and two additional building-standard signs (similar to elevator core signage) shall be provided at the ends of each elevator lobby, with directional signage designating major departments. The Lessor shall update signage to reflect current department locations upon request of the Government.

6.12 **LANDSCAPING AND SITE (SEP 2000) (EPA: APR 2010)**

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).
- C. The Lease Contracting Officer shall approve the landscaping to be provided.
- D. Water-efficient landscape and irrigation strategies shall be used to reduce outdoor potable water consumption by a minimum of 50 percent over that consumed by conventional means.
- E. The Lessor shall employ design and construction strategies and low impact development (LID) technologies that reduce stormwater runoff and polluted site water runoff. For any site development or redevelopment that disturbs at least 5,000 square feet, use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the property with regard to the temperature, rate, volume, and duration of flow. Refer to EPA Publication 841-B-09-001 at [www.epa.gov/owow/nps/lid/section438](http://www.epa.gov/owow/nps/lid/section438) for technical guidance on implementing this stormwater requirement in accordance with Section 438 of the Energy Independence and Security Act of 2007.

6.13 **FLAGPOLE AND DISPLAY (AUG 2008) (EPA: OCT 2009)**

BUILDING SHELL:

- A. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Lease Contracting Officer. The flag will be provided by the Lessor, as part of Shell rent, and replaced at all times during the lease term when showing signs of wear.
- B. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. If the flag is illuminated, use a full cut-off light fixture to reduce light pollution. The Government will provide instructions when flags shall be flown at half-staff.

**7.0 ARCHITECTURAL FINISHES**

**7.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000) (EPA: APR 2010)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Lease Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:
  - 1. The cost of the recommended product is unreasonable;
  - 2. Inadequate competition exists;
  - 3. Items are not available within a reasonable period of time; and
  - 4. Items do not meet the SFO's performance standards.
- C. For any construction or renovation project, use materials with recycled content such that the sum of post-consumer recycled content plus one-half of the pre-consumer content constitutes at least 10 percent (based on cost) of the total value of the materials in the project.

**7.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)**

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, [www.epa.gov/epp](http://www.epa.gov/epp) and USDA's BioPreferred products web site [www.biopreferred.gov](http://www.biopreferred.gov). In general, environmentally preferable products and materials do one or more of the following:
  - 1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
  - 2. Minimize the consumption of resources, energy, and water;
  - 3. Prevent the creation of solid waste, air pollution, or water pollution; or
  - 4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally (within 500 miles of the building site).

**7.3 FINISH SELECTIONS (SEP 2009) (EPA: APR 2010)**

- A. All building finishes shall be for first class, modern space.
- B. All required finish option samples must meet the established environmental and performance criteria outlined in this SFO and must be provided within 10 days of the request for such by the Lease Contracting Officer. GSA must deliver necessary finish selections to the Lessor within 15 days after award or after receipt of plans and samples, whichever is later.

**7.4 WOOD PRODUCTS (AUG 2008) (EPA: APR 2010)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center ([www.certifiedwood.org](http://www.certifiedwood.org)), the Forest Stewardship Council United States ([www.fscus.org](http://www.fscus.org)), or the Sustainable Forestry Initiative (<http://www.sfiprogram.org/>). For all certified forest products used, provide documentation (invoices and certificates) to the Lease Contracting Officer.
- B. New installations of wood products used under this contract shall not contain wood from species protected by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.cites.org/eng/resources/species.html](http://www.cites.org/eng/resources/species.html).
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. In accordance with HUD standard 24 CFR Part 3280.308, plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm as measured by the air chamber test method specified in 24 CFR Part 3280.406. In all cases, particle board, strawboard, and plywood materials used under this contract shall not contain urea formaldehyde in the bonding agents.



- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.
- E. Newly installed wood products for interior or exterior use shall not be arsenic pressure treated.

**7.5 ADHESIVES, SEALANTS, AND JOINT COMPOUNDS (AUG 2008) (EPA: APR 2010)**

- A. All adhesives (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, wood, and drywall) and sealants employed on this project shall:
  - 1. Meet the requirements of the manufacturer of the products adhered or involved.
  - 2. Contain no formaldehyde or heavy metals (heavy metals are any of several hazardous metallic elements with high atomic weights, such as, but not limited to, mercury, chromium, cadmium, arsenic, and lead); and
  - 3. Meet the Volatile Organic Compound (VOC) off-gassing standards from the South Coast Air Quality Management District (SCAQMD) Rule 1168, Adhesive and Sealant Applications, amended January 7, 2005. See <http://www.aqmd.gov/rules/reg/reg11/r1168.pdf>.
- B. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.
- C. Joint compounds shall have a VOC content of no more than 20 grams per liter.
- D. Where adhesives, sealants, or joint compounds do not meet these criteria, the Lease Contracting Officer's approval is required for substitute products.
- E. The Lessor shall provide the most current MSDS for all adhesives, sealants, and joint compounds for review by the Lease Contracting Officer.

**7.6 DOORS: SUITE ENTRY (AUG 2008) (EPA: SEP 2008)**

TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Lease Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss latex paint finish with no formaldehyde. The type of paint shall be acceptable to the Lease Contracting Officer and shall meet the Green Seal emissions criteria. See the "Painting" paragraph for painting criteria.

**7.7 DOORS: INTERIOR (AUG 2008) (EPA: OCT 2009)**

TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Lease Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss latex paint with no formaldehyde. The type of paint shall be acceptable to the Lease Contracting Officer and shall meet the Green Seal emissions criteria. See the "Painting" paragraph for painting criteria.

**7.8 DOORS: HARDWARE (DEC 2007)**

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

**7.9 DOORS: IDENTIFICATION (SEP 2000) (EPA: OCT 2009)**

**A. BUILDING SHELL:**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor. Newly installed signage shall have recycled content conforming to EPA's CPG.

**B. TENANT IMPROVEMENT INFORMATION:**

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Lease Contracting Officer. The Lessor shall select signage with recycled content conforming to EPA's CPG.

**7.10 PARTITIONS: SUBDIVIDING (SEP 2009)**

**A. BUILDING SHELL:**

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done by the Lessor at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
4. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

**7.11 WALL FINISHES (AUG 2008) (EPA: APR 2010)**

**A. BUILDING SHELL:**

**1. Physical Requirements.**

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Lease Contracting Officer. If the restrooms are constructed or renovated prior to or during occupancy, use 1) ceramic tile with a minimum recycled content of 50 percent and 2) vinyl-free, chlorine-free, plasticizer-free wall covering products or low VOC paint. See the "Painting" paragraph for more detail.
- b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent pre-approved by the Lease Contracting Officer. If the elevator areas and hallways are constructed or renovated prior to or during occupancy, use vinyl-free, chlorine-free, plasticizer-free wall coverings or low VOC paint. See the "Painting" paragraph for more detail.

2. *Replacement.* The Lessor must maintain all wall coverings, high-performance paint coatings, and paints in "like new" condition for the life of the lease. The Lessor, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. Repair or replace the ceramic tile in the restrooms if it is loose, chipped, broken, or permanently discolored. All repair and replacement work must occur after working hours.

**B. TENANT IMPROVEMENT INFORMATION:**

1. In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or biobased commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.
2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

**7.12 PAINTING (SEP 2009) (EPA: APR 2010)**

**A. BUILDING SHELL:**

1. The Lessor shall bear the expense for all painting associated with the Building Shell. These areas shall include all common areas (areas not included in the ABOA square footage). Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any Building Shell areas are

already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.

2. Public areas shall be painted at least every 3 years.
3. If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within Shell rent. Cyclical repainting of demised tenant spaces shall occur every 5 years of occupancy. In addition, the Lessor shall repaint peeling or permanently stained surfaces, any time during the occupancy by the Government, except where damage is due to the negligence of the Government. These costs, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the Shell rent.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.

**C. BUILDING SHELL AND TENANT IMPROVEMENT INFORMATION:**

1. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off-gassing:
  - a. Architectural paints, coatings, and primers applied to interior walls and ceilings: Green Seal Standard GS-11, Paints and Coatings, Second Edition, May 12, 2008. See [http://www.greenseal.org/certification/standards/paints\\_and\\_coatings.pdf](http://www.greenseal.org/certification/standards/paints_and_coatings.pdf).
  - b. All other architectural coatings, primers, and undercoats (including clear wood finishes, floor coatings, stains, sealers, and shellacs): South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective July 13, 2007. See <http://www.aqmd.gov/rules/reg/reg11/r1113.pdf>.
  - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
    - i. Flats: 50 grams per litre (g/L).
    - ii. Non-flats: 100 g/L.
    - iii. Primer or undercoat: 100 g/L.
  - d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
  - e. Clear wood finishes:
    - i. Varnish: 275 g/L.
    - ii. Lacquer: 275 g/L.
  - f. Floor coatings: 50 g/L.
  - g. Sealers:
    - i. Waterproofing sealers: 100 g/L.
    - ii. Sanding sealers: 275 g/L.
    - iii. All other sealers: 100 g/L.
  - h. Shellacs:
    - i. Clear: 730 g/L.
    - ii. Pigmented: 550 g/L.
  - i. Stains: 100 g/L.
2. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Lease Contracting Officer.
3. The Lessor shall follow manufacturer's recommendations for the application and maintenance of all paint products. Spray painting is not allowed on site.
4. All work shall be done after normal working hours as defined elsewhere in this SFO, with adequate ventilation provided and time for air out of the tenant spaces (see the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).

**7.13 FLOOR COVERING AND PERIMETERS (AUG 2008) (EPA: OCT 2009)**

**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, marble, or carpet base.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas. All newly installed ceramic tile shall have a minimum recycled content of 50 percent.
3. Any alternate flooring must be pre-approved by the Lease Contracting Officer. Vinyl flooring shall not be permitted.
4. In addition to the Building Shell flooring discussed above, the Government-demised areas which are designated by GSA for cyclical carpet replacement shall be re-carpeted every 10 years with a product meeting this SFO's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the Shell rent.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent documents. Floor perimeters at partitions shall have wood or rubber carpet base.
2. The use of existing carpet may be approved by the Lease Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile. All newly installed ceramic tile shall have a minimum recycled content of 50 percent.
4. Any alternate flooring shall be pre-approved by the Lease Contracting Officer.

**C. INSTALLATION:**

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**D. FLOORING – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of Shell rent at any time during the lease term when:
  - a. backing or underlayment is exposed;
  - b. there are noticeable variations in surface color or texture;
  - c. it has curls, upturned edges, or other noticeable variations in texture;
  - d. tiles are loose; or
  - e. tears and/or tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**7.14 CARPET TILE (AUG 2008) (EPA: APR 2010)**

Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:

- A. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament premium, soil-hiding nylon by a brand-name fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw, and Honeywell (formerly BASF)]. The pile yarn shall be 100 percent solution-dyed nylon, shall contain a minimum of 25 percent (combined) post-industrial/post-consumer recycled content (based on weight of component materials), and shall be 100 percent recyclable.
- B. *Other Environmental Requirements.*
  1. The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute (CRI) and are certified under NSF/ANSI Standard 140-2007.
  2. The Volatile Organic Compound (VOC) content of adhesives, adhesive bonding primers, or adhesive primers used shall not exceed the limits defined in rule 1168, "Adhesive, Sealants, and Sealant Primers Applications" of SCAQMD, of the State of California. The VOC limits defined by SCAQMD, based on 1/7/2005 amendments, are as follows. VOC limits are defined in grams per liter, less water and less exempt compounds.
    - a. Carpet: 50 g/l.
    - b. Resilient Bases and Reducers: 50 g/l.
  3. All carpet tile materials shall not contain 4-Phenylcyclohexene (4-PCH) or chlorine-based chemicals.
  4. Carpet manufacturer's standard microbial, stain resistant/soil repellent treatment shall be factory applied.
  5. Carpet tiles shall be in wrappings and containers during handling and storage until final lay down. Carpet tiles shall not be stored with high VOC content materials or other contaminants. Carpet tile installation shall be coordinated to minimize carpet exposure to VOCs, dust, dirt, or other contaminants.



6. The Lessor shall provide a schedule acceptable to the Lease Contracting Officer for cleaning carpets to retain their maximum life.
- C. *Carpet Pile Construction*: Carpet pile construction shall be a tufted or tip sheared, commercial grade product that meets the heavy traffic class II minimum.
  - D. *Pile Weight*: Pile weight shall be a minimum of 28 oz/square yard.
  - E. *Primary and Secondary Back*: Primary and secondary backing shall be a reinforced composite, shall contain a minimum of 25 percent (combined) post-industrial/post-consumer recycled content (based on weight of component materials), and shall be 100 percent recyclable.
  - F. *Total Weight*: Total weight shall be a minimum of 130 oz/ square yard.
  - G. *Density*: The density shall be a minimum of 5,000 oz/cubic yard.
  - H. *Pile Height*: The minimum pile height shall be 1/4 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
  - I. *Static Buildup*: Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
  - J. *Flammability*: Carpet shall meet the flammability requirements of ASTM E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
  - K. *Carpet Construction*: Carpet construction shall be a minimum of 64 tufts per square inch.
  - L. *Carpet Reclamation*: Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. Recycling means putting the carpet back into the product-manufacturing stream, not incineration. The Lessor shall use a carpet manufacturer that increases the opportunity for reuse/and or recycling to the maximum extent feasible. If carpet is leased, the supplier shall take back their products at the end of life for reuse and/or recycle. The Lessor must handle the carpet per manufacturer guidelines, if the carpet is destined for recycling or refurbishment by the manufacturer. If the carpet is not given to the manufacturer for recycling, the carpet must enter a recovery process that is recognized by the carpet industry's Carpet America Recovery Effort organization. When carpet is replaced, submit documentation of carpet reclamation to GSA.
  - M. *Colorfastness to Light*: Carpet shall have a minimum rating of 4.0 on AATCC gray scale after 60 hours of continuous exposure per AATCC 16E with Xenon arc light source.
  - N. *Dimensional Stability*: The maximum change shall be 0.15 percent per ISO 2551.
  - O. *Anti-microbial*: Per AATCC 174, Part II test results shall have a minimum of 90 percent reduction of Gram positive and negative bacteria. For Part III, there shall be no growth on fiber and backing.
  - P. *Warranty*: The manufacturer warranty shall be a minimum of 15 years.

**8.0 MECHANICAL, ELECTRICAL, PLUMBING**

**8.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008) (EPA: APR 2010)**

**A. BUILDING SHELL:**

1. 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.
2. The Lessor shall provide a fully functional and integrated building automation system and energy management control system to control, regulate, and monitor all facility HVAC, plumbing, lighting, and power systems.
  - a. The Lessor shall provide the Government, over the life of the lease, a "read only" access into a computer-based graphical user interface for data reporting/collection and alarm/set point communication. The building automation system "read only" interface shall report estimated peak KWHR demand and estimated BTU use for previous day.
  - b. The Government shall have the right to display real-time energy usage data from the building automation system in public spaces, including building lobbies, Government-demised areas, and Government Web sites.

**B. SYSTEMS COMMISSIONING:**

1. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall demonstrate the satisfactory function and coordination of newly installed and existing systems including, at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, domestic hot water systems, and renewable energy systems.
2. The Lessor shall provide the services of an independent Commissioning Agent certified by a recognized building commissioning association, and approved by the Government, to evaluate and oversee the quality control, performance, and operation of the facility's systems throughout design, construction, and functional testing up to 12 months after beneficial occupancy. The Commissioning Agent shall identify and recommend improvements throughout design, construction, and the commissioning process.
3. The Lessor shall provide a Commissioning Plan from the independent Commissioning Agent. The Lease Contracting Officer shall review the Commissioning Plan. The Lessor shall bear the costs associated with the Commissioning Agent's activities, responsibilities, and obligations. The Commissioning Plan shall be updated, as necessary, throughout all project phases. The Plan shall be implemented at the beginning of construction and through the first 12 months of occupancy to confirm that systems perform in accordance with the design intent. The Plan shall address all building systems based upon the Lessor's proposed design documents to the Lease Contracting Officer and in accordance with the latest versions of ASHRAE Guideline 0, *The Commissioning Process*; ASHRAE Guideline 1, *The HVAC Commissioning Process*; *The Building Commissioning Guide* sponsored by the General Services Administration and the Department of Energy (<http://www.wbdg.org/ccb/GSAMAN/buildingcommissioningguide.pdf>); and the *EPA Building Commissioning Guidelines* ([http://www.epa.gov/greeningepa/documents/ae-guidelines\\_appendixb.pdf](http://www.epa.gov/greeningepa/documents/ae-guidelines_appendixb.pdf)). Acceptance of the Commissioning Agent's findings, determinations, and reports shall be used as a basis for the Government's acceptance of the building. The Lessor shall submit a copy of all Commissioning Agent's reports to the Lease Contracting Officer.
4. The Commissioning Agent shall provide training of the appropriate operations and maintenance personnel on all commissioned features and systems. The Lessor shall provide on-site services of the personnel selected for post-occupancy operations and maintenance of the mechanical, electrical, plumbing, and control systems of the building, to participate in and support the commissioning process. The Commissioning Agent and General Contractor shall develop operations and maintenance documents and manuals required by operations and maintenance personnel. The Commissioning Agent shall review the operation and maintenance manuals for completeness, including instructions for installation, maintenance schedules and procedures, replacement, and start-up; replacement sources; parts lists; special tools; performance data; and warranty details specific to the building systems.
5. The tenant shall be granted the right to request periodic audits of the building systems from the Lessor. If the building is no longer operating at the performance level achieved after the initial building commissioning, the Lessor shall provide the necessary commissioning and operational improvements in response to audit/commissioning reports, at the Lessor's expense. These improvements must be completed within 3 months, unless the Lessor and Government formally and mutually agree upon a longer timeframe for completion.

**C. TENANT IMPROVEMENT INFORMATION:**

The Lessor shall provide and operate all equipment and systems installed as Tenant Improvements in accordance with applicable codes, technical publications, manuals, and standard procedures.

**8.2 BUILDING SYSTEMS (AUG 2008)**

Whenever requested, the Lessor shall furnish to GSA as part of Shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

**8.3 ENERGY COST SAVINGS (AUG 2008) (EPA: APR 2010)**

**A. ENERGY STAR:**

1. Buildings constructed within the past year shall achieve an ENERGY STAR score of 75 or above within 14 months after reaching 80 percent occupancy.
  2. Other existing buildings shall have an ENERGY STAR certification in the most recent year at the time of offer to be considered for award.
  3. The ENERGY STAR certification shall be renewed, at a minimum, during each LEED<sup>®</sup>-EB application throughout the lease period (except the initial LEED<sup>®</sup>-EB certification that shall occur within 3 years of beneficial occupancy).
  4. If the Lessor fails to achieve an ENERGY STAR score of 75 or above within the required timeframes detailed in this section, the Government may assist the Lessor in implementing a corrective action program to achieve such a score, and deduct all related costs (including administrative costs) from the rent.
  5. Exemption from the ENERGY STAR requirement will be considered in accordance with the Energy Independence Security Act of 2007, Section 435 (in particular, for buildings of historical, architectural, or cultural significance (as defined in section 3306(a)(4) of title 40, United States Code)). Any exemptions must be approved by the Lease Contracting Officer.
- B. For existing buildings, the Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the [www.energystar.gov](http://www.energystar.gov) web site.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eere.energy.gov/femp](http://www.eere.energy.gov/femp) web site, or call the FEMP Help Desk at 1-877-337-3463.
- D. If lifecycle cost-effective, as compared to other reasonably available technologies, not less than 30 percent of the hot water demand for the building shall be met through the installation and use of solar hot water heaters.
- E. Any newly installed energy consuming product shall be an ENERGY STAR product or a FEMP-designated product unless the product is not lifecycle cost effective or such a product is not reasonably available.
- F. The Lessor shall use premium efficiency motors paired with variable frequency drives for variable air volume, HVAC fans, cooling tower fans, and circulating water pumps, when these components are part of new construction or are replaced during the term of the lease.
- G. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Lease Contracting Officer.
- H. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from Green-e certified renewable sources.
- I. SUBMITTAL REQUIREMENT:
1. If renewable source power is purchased, provide documentation to the Lease Contracting Officer at the time of initial occupancy.
  2. For buildings pursuing LEED<sup>®</sup>-CS certification, the Offeror must submit model output and assumptions for a whole building energy simulation per the Building Performance Rating Method in Appendix G of ASHRAE Standard 90.1-2007 (Note: Model must distinguish between gross, rentable, and ABOA square footage).
  3. With the initial offer for buildings older than one year, the Offeror shall provide a Statement of Energy Performance from the ENERGY STAR Portfolio Manager Web site at [http://energystar.gov/index.cfm?c=evaluate\\_performance.bus\\_portfolio.manager](http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfolio.manager). To create a portfolio manager account, login to <https://www.energystar.gov/istar/pmpam/>. The Statement of Energy Performance is a summary of the building's energy performance for the previous calendar year and reflects the offered building's ENERGY STAR rating based on its actual energy consumption, facility characteristics (size, occupancy, operation hours and number of computers) and is sealed by a professional engineer.
  4. With the initial offer for buildings constructed within the past year, the Offeror shall use the ENERGY STAR Target Finder and submit the Statement of Energy Design Intent that shows that the building is designed to earn the ENERGY STAR certification. The Offeror must share the building's Portfolio Manager profile with the Government through the username "EPA\_Facilities".
  5. Once the ENERGY STAR label has been awarded, submit a copy of the validated Statement of Energy Performance to the Lease Contracting Officer.

#### 8.4 INSULATION: THERMAL, ACOUSTIC, AND HVAC (AUG 2008)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet the latest version of American Society for Testing and Materials (ASTM) C578.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

**8.5 DRINKING FOUNTAINS (AUG 2008) (EPA: SEP 2008)**

BUILDING SHELL:

The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel. Solder and flux used in joining potable water supply piping and domestic water pipe or pipe fittings shall not contribute to lead in the water supply. See the "Lead in Drinking Water" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.

**8.6 TOILET ROOMS (AUG 2008)**

BUILDING SHELL:

A. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

B. Each main toilet room shall contain the following:

1. A mirror and shelf above the lavatory;
2. A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
4. At least one modern paper towel dispenser/energy-efficient hand dryer, soap dispenser, and composting receptacle (if paper towels are used) for every two lavatories;
5. A coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall;
6. Ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
7. A disposable toilet seat cover dispenser;
8. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge; and
9. A floor drain.

C. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

**8.7 TOILET ROOMS: FIXTURE SCHEDULE (AUG 2008) (EPA: OCT 2009)**

BUILDING SHELL:

A. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 50 percent men and 50 percent women.



B. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

\* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

\*\* Add one lavatory for each 45 additional employees over 125.

\*\*\* Add one water closet for each 40 additional employees over 150.

C. For new installations:

1. Water closets shall not use more than 1.6 gallons per flush and have dual flush capability.
2. Urinals shall not use more than 0.125 gallons (1 pint) per flush. Waterless urinals are acceptable.
3. Lavatory faucets shall not use more than 0.5 gallons per minute at a flowing water pressure of 60 pounds per square inch or 0.25 gallons per cycle for metering faucets. The faucets shall have electronic sensors or adjustable metering, self-closing cartridges. Sensors shall be the Sloan "Optima" series or an equivalent product acceptable to the Lease Contracting Officer.
4. Kitchen and mop faucets shall not use more than 2.2 gallons per minute at a flowing water pressure of 60 pounds per square inch.

**8.8 JANITOR CLOSETS (DEC 2007) (EPA: OCT 2009)**

**BUILDING SHELL:**

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.
- C. Refer to the "Ventilation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section and the "Indoor Air Quality" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.

**8.9 HEATING AND AIR CONDITIONING (AUG 2008) (EPA: APR 2010)**

**BUILDING SHELL:**

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order 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 the 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% relative humidity.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant. All new HVAC equipment that is procured during construction or replaced during tenant occupancy shall be an ENERGY STAR labeled product or a FEMP-designated product unless the product is not lifecycle cost effective or such a product is not reasonably available.
6. *HVAC Use During Construction.* Adhere to the requirements in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - a. a complete air filtration system with MERV 8 filters is installed and properly maintained;
  - b. no permanent diffusers are used;
  - c. no plenum type return air system is employed;
  - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
  - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
9. Normal HVAC systems maintenance shall not disrupt tenant operations.
10. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, *Thermal Environmental Conditions for Human Occupancy*, including continuous humidity control within established ranges per climate zone.
11. All newly installed HVAC equipment shall not use CFC or HCFC refrigerants. If the building has existing HVAC equipment that uses CFC or HCFC refrigerants, the Offeror shall provide a CFC/HCFC Phase-Out Plan and a Maintenance and Leak Detection Plan. Equipment using CFCs must be phased out by 2020. Equipment using HCFCs must be replaced at the end of its useful life. Retrofitting existing equipment to use alternative refrigerants is not acceptable.

**B. TENANT IMPROVEMENT INFORMATION:**

*Thermostatic Control:* Provide individual thermostat controls for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**8.10 VENTILATION (AUG 2008) (EPA: APR 2010)**

**A. BUILDING SHELL:**

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*. The Offeror shall provide ventilation system design calculations showing that breathing zone outdoor air ventilation rates (as defined by ASHRAE Standard 62.1) to all occupied spaces at least meet this minimum standard.
2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall have a MERV of 8. Final filters shall have an MERV of 13.
3. The facility shall prohibit smoking indoors and locate any exterior smoking areas at least 50 feet away from entries, outdoor air intakes, and operable windows.
4. Air intakes for ventilation purposes shall be located and maintained to prevent any cross-contamination from the offered building exhausts; adjacent building exhausts; building relief air; plumbing vents; standing water; vehicular exhausts; or similar exhausts or discharges. See the "Secure HVAC: Outdoor Air Intakes (Building Shell)" paragraph in the LEASE SECURITY STANDARDS section of this SFO for unauthorized access control of air intake.

5. The following rooms shall be maintained under a negative pressure relative to surrounding spaces using the noted control method and fully exhausted to the outside, with minimum exhaust rates in accordance with the latest edition of ASHRAE Standard 62.1:
  - a. Toilet rooms – integrated with building ventilation control,
  - b. Generator rooms – using thermostats with occupancy sensor override controls, and
  - c. Janitorial closets – integrated with building ventilation control with separate exhaust.

**B. TENANT IMPROVEMENT INFORMATION:**

1. The following rooms shall be maintained under a negative pressure relative to surrounding spaces using the noted control method and fully exhausted to the outside, with minimum exhaust rates in accordance with the latest edition of ASHRAE Standard 62.1:
  - a. Copy rooms – using occupancy sensors for control;
  - b. Break rooms, pantries, and kitchens – using occupancy sensors for control;
  - c. Battery, rectifier, and uninterruptible power supply (UPS) rooms – using thermostats with occupancy sensor override controls; and
  - d. Any additional Tenant Improvement space requiring direct exhaust as listed in the attached POR.
2. The Lessor shall provide demand control ventilation in high occupancy (e.g., large conference rooms) and remote ventilation zones. The demand control ventilation system shall be integrated with the building automation system and include CO<sub>2</sub> sensors for interior (between 3 and 6 feet above the floor) and exterior measurements. The system shall perform as outlined in the "Indoor Air Quality" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.

**8.11 ELECTRICAL: GENERAL (SEP 2000) (EPA: APR 2010)**

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

**B. TENANT IMPROVEMENT INFORMATION:**

1. In addition to the Building Shell emergency power (see requirements under the "Emergency Power to Critical Systems" paragraph in the LEASE SECURITY STANDARDS section of this SFO), the Government requires stand-by power for mission-critical spaces and equipment. See the attached POR for special spaces requiring stand-by power.
2. The Government also requires a UPS system to provide power to critical equipment prior to start-up of stand-by generator(s) or other alternative electrical power. Not all equipment requiring stand-by power will require UPS. See the attached POR for special spaces with equipment requiring UPS.
3. The Lessor shall be responsible for maintaining all emergency power, stand-by power, generator and UPS systems in accordance with the "Operating Costs" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section.

**8.12 ELECTRICAL: DISTRIBUTION (AUG 2008) (EPA: APR 2010)**

**A. BUILDING SHELL:**

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA 70, *National Electrical Code*, or local code, whichever is more stringent. In addition, ground fault circuit interrupter (GFCI) protection shall be provided in any receptacle outlet location within 6 feet of a water source or where personnel operate electrical equipment and may come in direct contact with water or other liquids.
4. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent documents. All electrical outlets shall be installed in accordance with NFPA 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All outlets connected to a stand-by power system shall be distinctly color coded to indicate their availability in the event of power loss. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections. Computer rooms and telecommunications wire closets shall have dedicated outlets clearly marked "computer use only" or "telecom use only," respectively, and shall have separate utility convenience outlets.
3. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Lease Contracting Officer.

8.13 **TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000) (EPA: APR 2010)**

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. If offsets are required between any two telecommunications closets, provide a suitable system of conduit, pull boxes, and/or cable tray to accommodate riser cables. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and card reader controlled electric strike.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
  - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
  - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
  - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
  - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

1. Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvement Allowance. At a minimum, each outlet shall house two 4-pair wire jacks for telecommunications. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government. Minimum conduit size is one-inch conduit to individual wall telecommunications locations and if multiple workstations are to be accommodated from a single base feed, then 2 one-inch conduits are required. No more than 6 work areas can be accommodated per base feed. Floor boxes fed from plenum space below should be by 2 one-inch conduits.
2. Provision each telecommunications closet to accommodate vertical and horizontal cable terminations, patching, LAN hubs, switches, and similar equipment. No security, building management system, fire alarm, or other base building panels, cables, equipment, water pipes, or plumbing fixtures shall be housed in the telecommunications closets except where fire alarm detection and fire sprinkler protection is provided for room protection.
3. Provide each telecommunications closet with 24/7 HVAC and normal, UPS, and emergency generator power for technical loads. Dedicated electrical panels shall be provided in each closet.
4. Telecommunications closets shall not be located directly adjacent to electrical switchgear, transformers, mechanical equipment rooms, large pumps, or other potential sources of electromagnetic interference.
5. Telecommunications closets should not be located adjacent to stairwells, janitor closets, toilet rooms, mechanical rooms, electrical closets, elevator shafts, or other elements that would preclude access to, and cable distribution from, the closets. Door should swing outward if it does not interfere with building egress.
6. The telecommunications closets shall be a minimum of 100 square feet in size, with 36-inch wide solid core doors secured with card reader access.
7. All telecommunications circuits shall come from at least two separate, diverse points of entrance into the building. Routing of all incoming circuits should be from non-duplicated cable sources.



8. Each point of entrance for telecommunications circuits used by the Government shall be enclosed inside a secure room with card reader access and slab-to-slab concrete or wire mesh walls that are not penetrable.

**8.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008) (EPA: OCT 2009)**

**A. BUILDING SHELL:**

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed. Access will be granted to these contractors during the construction process at such time that it is cost-effective to the Government to perform the installation of the infrastructure cable.
2. 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.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

**B. TENANT IMPROVEMENT INFORMATION:**

Provide sealed conduit to house the agency telecommunications system when required.

**8.15 DATA DISTRIBUTION (AUG 2008)**

**TENANT IMPROVEMENT INFORMATION:**

The Government shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvement Allowance outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop.

**8.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008) (EPA: OCT 2009)**

**TENANT IMPROVEMENT INFORMATION:**

- A. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 2 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and 2 120-V isolated-ground circuits with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
- B. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
- C. Connection to the systems furniture will be typically via an 8-wire 4 circuit system terminated at a wall or column mounted junction box, consisting of 2 isolated ground 20 amp circuits and 2 general purpose 20 amp circuits. Final connection from the junction box to the workstation is achieved by a base-feed (whip) supplied by the furniture vendor. Two workstations or offices will share one 20 amp isolated ground circuit and four workstations or offices will share one 20 amp general purpose circuit. In enclosed offices, depending upon the furniture used, isolated ground and general purpose circuits may be terminated at a junction box (for connection to base-feed) on the wall or duplex outlets on the wall. Equipment area and counters attached to or part of workstation cluster shall be considered as an equivalent of a separate workstation.
- D. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

- E. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.
- F. Workspace network connections will be clearly labeled on both ends and terminate in the same floor phone room, and be annotated on CAD drawings.

**8.18 ELEVATORS (AUG 2008)**

- A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, AND LEASE ADMINISTRATION section of this SFO. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:  
Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators* (current as of the award date of this SFO). Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspectors' Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. SAFETY SYSTEMS:  
Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.
- D. SPEED:  
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. INTERIOR FINISHES:  
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Lease Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Lease Contracting Officer.

**8.19 LIGHTING: INTERIOR AND PARKING (SEP 2009) (EPA: APR 2010)**

- A. BUILDING SHELL:  
In accordance with subparagraph (10) of the, "Building Shell Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide ENERGY STAR rated interior lighting, as part of the Building Shell cost, as follows:
  1. Unless alternate lighting is approved by the Lease Contracting Officer, the Lessor shall provide energy-efficient indirect lay-in or direct/indirect pendant fixtures, using fluorescent or LED technologies and no more than 1.0 W per ANSI/BOMA Office Area square foot. Such fixtures shall be capable of producing a light level of 30 average maintained foot-candles at working surface height in work areas. (Tenant supplied task lighting will produce an additional 20 foot-candles for an average of 50 foot-candles at work surfaces.) Fixtures shall provide 20 foot-candles in corridors and 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager and approved by the GSA Lease Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
  2. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons. The Lessor is encouraged to use photoelectric sensors on exterior lighting to automatically turn lights on and off.
  3. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
  4. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Occupancy sensors shall be arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors

suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by an occupancy sensor. All switch legs for enclosed offices controlled by occupancy sensors shall have manual switches to turn the lights on. Such switches shall have the capacity to lower the light output to 50 percent of maximum, be located by doorways in accordance with ABAAS, and be three-way or four-way, as required, in rooms with more than one entrance. Lights turned on manually shall go off automatically after a pre-programmed period of vacancy. Other types of spaces shall be auto-on, auto-off. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process. In addition, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings. These daylight dimming controls shall regulate control zones of 200 ANSI/BOMA Office Area square feet or less and reduce lighting intensity down to 10 percent.

5. The mercury-containing lamps purchased for the building and associated grounds shall contain, on average, no more than 90 picograms of mercury per lumen-hour. See the "Recycling" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO for additional recycling requirements.

**B. TENANT IMPROVEMENTS:**

1. Once the design intent documents are approved, the Lessor shall design and provide interior lighting yielding a uniform 30 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the Building Shell and the space layout is part of the Tenant Improvement Allowance. The light fixtures shall meet the requirements as stated in the above Building Shell subparagraph A.
2. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the Building Shell and the space layout is also part of the Tenant Improvement Allowance.
3. The design intent documents may require a mixed use of recessed and pendant style fixtures in the leased space.
4. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter. Please see the LEASE SECURITY STANDARDS section of this SFO.

**9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES**

**9.1 MEANS OF EGRESS (SEP 2007)**

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in NFPA 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

**9.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008) (EPA: APR 2010)**

- A. For buildings in which space has been offered, the entire building shall be protected throughout by an automatic fire sprinkler system unless such protection is not economically feasible with respect to mission-continuity cost or with respect to building and content replacement cost. A hazard assessment/risk analysis shall be performed by a licensed fire protection engineer to justify facilities with no sprinkler protection.
- B. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this lease), or the applicable local codes.
- C. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with NFPA 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

**9.3 FIRE ALARM SYSTEM (AUG 2008) (EPA: APR 2010)**

- A. A building-wide fire alarm system is required in offered space. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located. For newly installed fire alarm systems and components, the fire alarm system shall be addressable, fire alarm cable shall be installed in conduit, and visible notification appliances shall be installed throughout all public and common areas.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease), whichever is more stringent. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- C. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

**9.4 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

**9.5 ASBESTOS (SEP 2000)**

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- B. **DEFINITION:**  
ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.
- D. **MANAGEMENT PLAN:**  
If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Lease Contracting Officer the occupant safety plan and a description of the methods of abatement



and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

**9.6 INDOOR AIR QUALITY (DEC 2007) (EPA: AUG 2008)**

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO<sub>2</sub> 1,000 ppm (TWA); HCHO 0.05 ppm (TWA). Where energy performance will not be adversely affected, the Lessor is encouraged to lower the CO<sub>2</sub> indicator level to 850 ppm (TWA) to improve occupant comfort and productivity. The Offeror shall provide CO and pressure differential monitoring tied to alarm the building management system for all spaces adjacent to (above, below, or to the side of) idling vehicles or other source of combustion byproducts.
- B. The Lessor shall apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours, unless pre-approved by the Lease Contracting Officer. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces or shared air handling zones and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint. All investigations that reveal levels of contaminants above OSHA parameters shall be reported to the EPA designated facility manager immediately.
- 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 Government demised area (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 Lease Contracting Officer.
- E. The Lessor shall provide to the Government the most current material safety data sheets (MSDS) 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, herbicides, and other facility-related chemicals, such as boiler and water treatment chemicals, if applicable. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms and janitorial closets, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, 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.

**9.7 RADON IN AIR (SEP 2000) (EPA: OCT 2009)**

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 pCi/L, herein called "EPA's action concentration."
- B. INITIAL TESTING:
  - 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Lease Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  - 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Lease Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
  - 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during build-out before Government occupancy of the space. If the Lease Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
  - 1. *Program Initiation and Procedures.*
    - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

- c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for re-occupancy.
  - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
  3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
  4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

**D. TESTING PROCEDURES:**

1. *Standard Test:* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists and follow EPA measurement protocols. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test:* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists and follow EPA measurement protocols. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.
3. For EPA measurement protocols, refer to "Indoor Radon and Radon Decay Product Measurement Device Protocols" (EPA Publication 402-R-92-004) at <http://www.epa.gov/radon/pubs/devprot1.html>.

**9.8 RADON IN WATER (AUG 2008)**

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Lease Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

**9.9 HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**9.10 RECYCLING (AUG 2008) (EPA: APR 2010)**

- A. Where State or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, metals, and organic waste where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling and composting. Telecom rooms are not acceptable as recycling space. 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.
- B. The Lessor shall provide additional recycling services for the Government for the following items:
  1. Batteries; and
  2. All mercury-containing lamps, including fluorescent, compact fluorescent, high-intensity discharge, ultraviolet, and neon lamps.
    - a. The Lessor shall store, transport, and recycle all mercury-containing lamps, regardless of applicable state and local regulations.

- b. The Lessor shall send all used mercury-containing lamps to a lamp recycler who is authorized, certified, or licensed under applicable federal, state, or municipal law. The Lessor shall provide to the Lease Contracting Officer or his designee the name of the firm providing lamp recycling services. The Lessor shall provide an annual report of the total number of lamps sent to the recycler. Ordinary business records, such as invoices, may be used to satisfy this requirement.
- c. The Lessor shall track the amount of materials recycled (by material and weight) and the total amount of waste going to landfill (by weight). These numbers shall be reported on a quarterly basis. When the building is partially occupied by the Government, a mutually agreeable method for recycling and waste tracking and reporting shall be developed and approved by the Government. Recycling and waste reports are to be sent to the Government's reporting contractor at: epafacil@erg.com

**9.11 OCCUPANT EMERGENCY PLANS (AUG 2008)**

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website: <http://www.9-11summit.org/materials9-11/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

**9.12 MOLD (AUG 2008)**

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.
- D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 10 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 15 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. 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, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
- G. 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.
- H. 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.

**9.13 DRINKING WATER QUALITY (EPA: APR 2010)**

Potable water systems shall conform with requirements of the EPA National Primary Drinking Water Regulations for lead and copper, 40 CFR Parts 141 and 143. New components shall bear the National Sanitation Foundation (NSF) Standard 61 mark indicating that the product complies with the health effects requirements of NSF/ANSI Standard 61 for materials designed for contact with potable water. Prior to occupancy, the Lessor shall test the potable water system within the building as well as the potable water supply main for lead and copper content in accordance with "3Ts for Reducing Lead in Drinking Water in Schools—Revised Technical Guidance"

October 2006 (EPA Publication 816-B-05-008) at [http://www.epa.gov/safewater/schools/pdfs/lead/toolkit\\_leadschools\\_guide\\_3ts\\_leadschools.pdf](http://www.epa.gov/safewater/schools/pdfs/lead/toolkit_leadschools_guide_3ts_leadschools.pdf). Testing of the building potable water system and the potable water supply main shall be coordinated with the local water company as well as the state environmental protection agency. Sampling shall be conducted by qualified personnel, and testing and evaluation shall be performed by a Safe Drinking Water Act certified laboratory. The potable water system shall be retested after major facility modifications, plumbing system alterations, or the addition of new water supply fixtures (e.g., water coolers) or brass pipes, fittings, faucets, and valves.

**9.14 LEAD IN PAINT (EPA: OCT 2009)**

New facility construction, modification, and renovation actions shall not use lead-based paints (i.e., paint containing more than 0.06 percent lead). When a construction activity requires sanding, burning, welding, or scraping of existing painted surfaces, the paint must be tested for lead content before any such activities begin. If any lead is found, appropriate risk-control measures must be implemented in accordance with 29 CFR 1910.1025 and 29 CFR 1926.62 for lead and 29 CFR 1926.353 for ventilation when welding or cutting. Contractors performing renovation, repair, and painting projects that disturb lead-based paint shall be certified and use lead-safe work practices to prevent lead contamination (i.e., contain the work area, minimize dust, and clean up thoroughly). Contractors shall consult 40 CFR Part 745 and "Contractors—Lead Safety During Renovation" (EPA Publication 740-F-08-001) at [http://www.epa.gov/lead/pubs/contractor\\_brochure.pdf](http://www.epa.gov/lead/pubs/contractor_brochure.pdf) to learn about lead-safe work practices.



**10.0 LEASE SECURITY STANDARDS**

**10.1 GENERAL REQUIREMENTS (NOV 2005)**

**OVERVIEW OF LEASE SECURITY STANDARDS:**

- A. This requirement is classified as a Level IV facility for security purposes. A copy of the Government's security standards is available at [www.oca.gsa.gov](http://www.oca.gsa.gov).
- B. The Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "Shell" in this section as submitted in the final offer.

**10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)**

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

**10.3 ACCESS TO UTILITY AREAS (NOV 2005)**

Utility areas shall be secure, and only authorized personnel shall have access.

**10.4 EMERGENCY POWER TO CRITICAL SYSTEMS (SEP 2009)**

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

- A. BUILDING SHELL:  
Emergency power to building systems is Building Shell.
- B. TENANT IMPROVEMENT:  
Emergency power to agency special equipment is Tenant Improvement.

**10.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)**

- 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.

**10.6 ACCESS TO BUILDING INFORMATION (NOV 2005)**

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, preferably by the development of an access list and controlled copy numbering. The Lease 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.

**10.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)**

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

**10.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)**

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

**10.9 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)**

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

**10.10 BUILDING SECURITY PLAN (NOV 2005)**

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

**10.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)**

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

**10.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)**

- A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
  - 1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
  - 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
  - 3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
  - 4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

**10.13 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)**

- A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.
- B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

**10.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)**

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

**10.15 ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)**

Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

**10.16 ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)**

All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

**10.17 ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)**

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

**10.18 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)**

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

**10.19 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)**

The Lessor shall provide and install an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall comply with the Architectural Barriers Act, section F230.0.

**10.20 OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)**

The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

**10.21 OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)**

A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.

B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

**10.22 SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)**

A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall relocate, extend, or secure intakes as described below:

1. *Outdoor air intakes shall be relocated:* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.
2. *Outdoor air intakes shall be extended:* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
3. *A security zone around outdoor air intakes shall be established:* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

**10.23 SECURE HVAC: DEDICATED HVAC FOR LOBBIES, MAILROOMS, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)**

To prevent widespread dispersion of a contaminant released within lobbies, mailrooms, and loading docks, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Lease Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock

ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

**10.24 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)**

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Lease Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

**10.25 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)**

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

**10.26 PARKING SECURITY REQUIREMENTS (NOV 2005)**

**A. CONTROL OF PARKING AREAS:**

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for all vehicles parking in Government controlled space.

**B. ARRANGE FOR EMPLOYEE PARKING AFTER NORMAL WORKING HOURS:**

The Lessor will allow employee parking in/near the building after normal working hours.

**C. ACCESSIBILITY TO OFFICIAL GOVERNMENT VEHICLES:**

Public accessibility to official Government vehicles shall be limited through fencing or other means.

**D. IDENTIFICATION OF PARKING AREAS:**

Government parking areas or spaces shall be assigned and marked as "reserved."

**E. INSPECTION OF PARKING AREAS:**

The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

**F. POST SIGNS AND ARRANGE FOR TOWING OF UNAUTHORIZED VEHICLES (TENANT IMPROVEMENT):**

Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

**G. ID SYSTEM AND PROCEDURES FOR AUTHORIZED PARKING (TENANT IMPROVEMENT):**

An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

**10.27 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)**

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Lease Contracting Officer.

**10.28 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)**

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

**10.29 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)**

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or *ASTM F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.



**10.30 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)**

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

11.0 **SPECIAL REQUIREMENTS**

11.1 **SPECIAL REQUIREMENTS: PUBLIC EDUCATION DOCUMENTATION (EPA: OCT 2009)**

A. The Lessor shall provide all necessary documentation to the Government for public education purposes, documenting the sustainable features and benefits of the building, during its planning, design, construction, and operation.

B. **SUBMITTAL REQUIREMENTS:**

1. The Lessor shall provide a narrative describing all sustainable features on the project within 30 days of construction completion. The narrative shall, at a minimum, address the following:
  - a. The design approach used by the architects and engineers regarding all sustainable features of the Building Shell, mechanical and electrical systems, and site design (e.g., low impact development, natural landscaping, water conservation, solar applications, and environmentally preferable products);
  - b. Energy efficiencies obtained because of the design approach, including an estimate of the future energy performance of the building or space and a specific description of the use of energy efficient and renewable energy systems, including photovoltaic systems;
  - c. Extent of all recycled materials in the design, including materials noted in the Comprehensive Procurement Guidelines, used in the project providing the quantity of recycled content, manufacturers, and price differentials, if any;
  - d. Indoor air quality features;
  - e. Construction approaches and activities that reflect resource conservation, including construction recycling documenting approach, quantities recycled, and impacts to cost and landfill, if any; and
  - f. Innovative energy systems or building operation and management that conserve resources and prevent pollution.
2. The Lessor shall submit the project as a case study example that demonstrates the whole building design principles to the Whole Building Design Guide in the format required for publication on the website (<http://www.wbdg.org/references/casestudies.php>). Submission requirements and templates are provided on the website.
3. The Lessor shall provide any brochures and/or educational materials that may be developed throughout the term of the lease by the Lessor's building team members. Brochures and educational materials shall be provided in electronic format, and the Lessor shall allow the Government reproduction rights.



**US EPA Region 7 Headquarters, Kansas City, KS  
Program of Requirements**

**October 13, 2010**

INITIALS: MM LESSOR & all GOV'T



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## EXECUTIVE SUMMARY

The Environmental Protection Agency's (EPA) Region 7 Headquarters are currently located in a leased space at 901 North 5<sup>th</sup> Street, Kansas City, Kansas. The General Services Administration (GSA) is in the process of recompeting this lease. This document, a Program of Requirements (POR), describes the spatial and functional needs for the Region 7 offices and, along with a Solicitation for Offers (SFO), will serve as the basis for procuring the space for the Region.

The current organization is comprised of four Offices and five Divisions - the Office of Regional Administrator, Office of Regional Counsel, Office of Public Affairs, Enforcement Coordination Office, Office of Policy and Management (considered a division), Air & Waste Management Division, Environmental Services Division, Superfund Division, and Water, Wetlands, & Pesticides Division. Field offices of two EPA Headquarters components, the Office of the Inspector General (OIG) and the Criminal Investigations Division (CID) will also be housed in the procured space, along with a field office of the Center for Disease Control's (CDC's) Agency for Toxic Substances and Disease Registry (ATSDR).

The EPA requires 179,717 ANSI/BOMA Office Area (ABOA) square feet or approximately 180,000 ABOA square feet to meet its spatial requirements to house 742 persons. The SFO seeks a building with an ABOA of 180,000 to 185,000 square feet, with a rentable area not to exceed 203,475 square feet.



It is estimated that about 90,000 ABOA square feet of space will be required for personnel spaces, and the remaining 90,000 ABOA square feet will accommodate support spaces. A large proportion of the support space requirement, approximately 56,000 ABOA square feet, will accommodate Building-wide Special Spaces such as the Conference and Training rooms, the Business Center and Computer Server Room Area, The Emergency response Center, the Market Place, the Fitness Center, the Mail Center, etc. These spaces will have infrastructure and base building design implications.

The EPA space must be a state of the art facility with sustainable design features, and will be required to obtain the Leadership in Energy and Environmental Design (LEED®) rating specified in the SFO. The base building infrastructure must be capable of supporting EPA's current and future needs. It must be designed and laid out efficiently to facilitate future changes in organization and mission.

The architectural and infrastructural characteristics of the new building must enable EPA to meet its functional, spatial, technical and operational requirements as described in this POR. The building shall have a primary entrance for EPA employees and visitors and a separate service access. The lobby design shall separate movement of both secure and non-secure traffic and provide ease of access to EPA's public functions. There will be a clear and logical path for mail and packages to follow throughout the building from receiving to scanning to distribution. Commonly used support type spaces like copy rooms and break areas will be distributed in such a way that they are easily accessed by both staff and service employees.

Security for the new facility shall comply with the ISC Level IV requirements. All visitors will pass through security screening before entering any part of the building, as will packages. The building must also support the critical adjacencies required for Region 7's mission and operation, as identified in this POR.

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## 1.0 INTRODUCTION

### 1.1 PURPOSE OF THIS PROGRAM OF REQUIREMENTS

This Program of Requirements (POR) describes the spatial and technical requirements for the space to be procured for the Environmental Protection Agency's (EPA's) Region 7 Headquarters offices. The government will select a building for the exclusive use of EPA through a competitive procurement process to house all Region 7 offices and supporting functions.

The POR, along with the Solicitation for Offers (SFO), serves as a guide to the prospective offerors as well as the design team ultimately responsible for the project. It sets forth the types and amounts of spaces as well as technical requirements for office spaces (enclosed offices and open-plan workstations), organizational support spaces (reception areas, conference/meeting rooms, filing and print/fax stations), mission support spaces, floor distributed spaces (LAN rooms, copy rooms, kitchenettes, and conference rooms), and building-wide special spaces (conference center, business center, library, etc.). It also describes the desired disposition of the various program elements with respect to circulation and functional adjacencies.

The primary objective of the POR is to state the needs of EPA in a clear unambiguous fashion, such that the selected offeror can provide an efficient facility and pleasing work environment and in a timely and cost-effective manner. Moreover, EPA seeks a building that is innovative in concept and excellent in design, projecting the image of a vital federal agency. The project must be environmentally sensitive, meeting the minimum LEED® requirements specified in the SFO.

### 1.2 PROJECT BACKGROUND

The current EPA Region 7 Headquarters offices are housed in an award-winning building at 901 North 5<sup>th</sup> Street, Kansas City, Kansas. The building, which won GSA's "Build Green" award in 1999, and EPA's Gold Medal for Sustainable Development, features a wide array of sustainable design elements such as passive solar design and use of environment-friendly materials and energy-efficient building systems. The current extended lease for this building is set to expire on December 31, 2010.


The General Services Administration (GSA) is soliciting proposals from the development community to replace the current lease with a building that conforms to the spatial, technical and sustainable needs as documented in this POR and as identified in the SFO.

### 1.3 EPA MISSION AND REGION 7 ORGANIZATIONAL STRUCTURE

The mission of EPA is "to protect human health and to safeguard the natural environment -- air, water and land -- upon which life depends." EPA's purpose is to ensure that:

- All Americans are protected from significant risks to human health and the environment where they live, learn and work;
- National efforts to reduce environmental risk are based on the best available scientific information;
- Federal laws protecting human health and the environment are enforced fairly and effectively;
- Environmental protection is an integral consideration in U.S. policies concerning natural resources, human health, economic growth, energy, transportation, agriculture, industry, and international trade, and these factors are similarly considered in establishing environmental policy;

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## 2.0 PROJECT OVERVIEW

### 2.1 FACILITY DESIGN PARAMETERS AND CONSIDERATIONS

EPA desires leased space that is innovative in concept and excellent in design and requires that the building design incorporate the following criteria:

#### A. Image & Aesthetics

EPA's work has a significant effect on the regional environment and quality of life. The architectural challenge is to capture this image through a level of quality, appearance, and symbolic importance. For the employees, the building architecture should offer a positive environment that values them as a member of this prestigious organization and be a source of pride.

Aesthetic considerations for the interior and exterior of the building shall include but not be limited to:

- Contextual relationship of the facility with the adjacent buildings and environment
- Integration of the site and building into one concept
- The sequence of access, entry, and use of the building from the viewpoint of both staff and visitor with particular consideration for the main building entrance and lobby space
- Integration of the interior finishes for the entire facility with selective standardization to address consistency, maintenance efficiency and waste prevention; Texture and colors for interior finishes should consider psychological effects on people
- Consideration for visual comfort and aesthetics in designing the facility lighting

#### B. Environment, Sustainability, and Energy Conservation

The building offered shall comply with the LEED® criteria specified in the SFO. The siting of the building, its orientation, use of passive energy and deep penetration of natural light are some factors that significantly influence a building's life-cycle costs. A thermally responsive skin, sustainable materials and finishes are required for the project. In addition sustainable construction, building operation and waste management solutions must be considered as they play a significant role in making this project environment friendly. (Please refer to Chapter 3 for further details).

#### C. Design for Flexibility, Accessibility and Universality

The offered space must allow for flexibility and universality in planning, enabling it to keep pace with the changes that are continually occurring in EPA programs. The organization of office floors shall be based on a generic concept that can be easily repeated and offers the fluidity for some organizational components to grow while others contract, without major renovation. The design shall also establish efficient and easily perceived horizontal and vertical circulation system(s) that will not require substantial modifications if organizational changes are to be implemented.

EPA facilities are required to provide an accessible environment for persons with disabilities. Providing an accessible environment not only means ensuring that all individuals can make use of the buildings and facilities, but also allowing all users the same provisions for privacy, security, and safety. It is important that accessible features provided in the facility blend seamlessly with the design.

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**D. State-of-the Art Facility**

A facility that uses technology to create a congenial work environment and enhance productivity is desired. Building structure, finishes and systems shall be designed to achieve this objective. The facility must have electronic controls for heating and air-conditioning and monitoring CO2. Preference would be given to a facility that also provides personal control of the immediate environment, intelligent building control systems, energy management and monitoring systems and advanced telecommunications.

**E. Foster Communication, Interaction and Productivity**

To enhance the day-to-day experience of the employees, the design must foster interaction. The inherent quality of public areas, circulation pathways, and a generally open character throughout the building can increase opportunities for conversations and impromptu discussions.

**2.2 INTEGRATION WITH SOLICITATION FOR OFFERS (SFO)**

This POR is to be considered in conjunction with the Solicitation for Offers (SFO). The SFO contains the contractual lease requirements, the basic building area and location requirements, and the technical requirements for office and office support spaces. The POR contains the detailed space distribution guidelines and standards. It also contains spatial, organizational and technical requirements for all space types in general, and building-wide special spaces in particular.

**2.3 ORGANIZATIONAL ACRONYMS USED IN THE POR**

Organizational acronyms used in this document include:

- ACMS Acquisition and Contracts Management Section
- APCO Air Permitting and Compliance Branch
- APDB Air Planning and Development Branch
- APS Atmospheric Programs Section
- AWMD Air and Waste Management Division
- CID Criminal Investigation Division
- CNSL Office of Regional Counsel
- CPS Community Partnership Section
- CRIB Chemical Risk Information Branch
- DRA Deputy Regional Administrator
- DRWM Drinking Water Management Branch
- ECO Enforcement Coordination Office
- EEOO Equal Employment Opportunity Office

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ENSV Environmental Services Division

ENSV-EAMB Environmental Assessment and Monitoring Branch

ENSV-EFCB Environmental Field Compliance Branch

ERNB Emergency Response and Removal North Branch

ERSB Emergency Response and Removal South Branch

FMSS Financial Management Services Section

GRMS Grants Management Section

HROD Human Resources and Organizational development Branch

IANE Iowa/Nebraska Remedial Branch

IRMS Information Resources Management Section

ISSS Infrastructure Support Services Section

MOKS Missouri/Kansas Remedial Branch

OIG Office of Inspector General

OPA Office of Public Affairs

PBAT Planning Budget and Analysis

PEST Pesticides Section

PLMG Office of Policy and Management

POIS Program Operations & Integration Staff

PPNS Planning and Preparedness North Branch

PPSS Planning and Preparedness South Branch

RCRA Resource Conservation and Recovery Act

RCRA-RCAP RCRA Corrective Action and Permitting Branch

RCRA-RESP RCRA Enforcement and State Programs Branch

RGAD Regional Administrator

RFMB Resources and Financial Management Branch

SIIM Safety Infrastructure and Information Management Branch

SPEB Special Emphasis and Remedial Branch

STAR Superfund Technical Resources and Reuse Branch

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- STOP Storage Tank and Oil Pollutions Branch
- SUPR Superfund Division
- SUPR-REOC SUPR Emergency Operations Center
- SWPP Solid Waste and Pollution Prevention Branch
- TOPE Toxics and Pesticides Branch
- WENF Water Enforcement Branch
- WIMB Waste Water and Infrastructure Management Branch
- WPIB Watershed Planning and Implementation Branch
- WQMB Water Quality Management Branch
- WWPD Water, Wetlands and Pesticides Division
- WWSP Watershed Support Wetlands and Stream Protection Branch

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### 3.0 SPACE TYPES, GUIDELINES AND ORGANIZATION

#### 3.1 OVERVIEW

The spatial requirements of this program have been categorized into personnel spaces, organizational support spaces, mission support spaces, floor distributed spaces, and building-wide special spaces. Within these categories, space has been allocated based on standard sizes and allowances as well as mission specific and central needs. EPA's intent is to maintain a standard distribution of space throughout the facility; however, it is recognized that the actual distribution of the spaces is contingent upon the form, layout, and floor plate configuration of the building procured.

#### 3.2 SPACE TYPES

##### A. Personnel Spaces

Personnel space comprises of offices and workstations assigned to EPA employees and contractors. The allocation is based on EPA recommended space guidelines. Section 3.3A of this POR provides the standards used for various employee positions/categories.

##### B. Organizational Support Spaces

Organizational Support Spaces are assigned to each organization and are distributed within Personnel Space. Such spaces include conference/meeting rooms, print/FAX stations, distributed filing and reception areas. Organizational Support Spaces are proportionately allocated to each organization based on criteria stated in Section 4.3B.

##### C. Mission Support Space

These are spaces that are required to fulfill the mission of various office/divisions and are located within the organizational boundaries for ease of access and control by respective office/division personnel. Such spaces include Team Rooms, Regional Call Center, GIS Rooms, Map/Graphics Rooms, specially equipped conference rooms and Union Offices.



##### D. Floor Distributed Support Space

These are common use spaces that are located on each EPA typical floor and not assigned to any particular EPA organization. These spaces include copy rooms, conference/meeting rooms, kitchenettes and LAN rooms. For the purposes of this program, Floor Distributed spaces have been allocated based on the building population; the actual size and layout of the spaces will be dependent on the floor plate size and the layout of the building. The criteria for allocation are provided in Section 3.3D.

##### E. Building-Wide Special Spaces

Also referred to as Special Spaces, These are spaces that are used by all of Region 7 Headquarters personnel. These spaces are operated by specific EPA organizations, but serve the needs of the entire regional office. Examples include the Business Center, Library, Emergency Operations Center, Mail Center, Records Center, and the Market Place. The requirements of the Special Spaces have been determined by their functional and operational needs and are noted in Section 4.6.

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**B. Organizational Support Space**

The following allocation methodology has been used for the Organizational Support Spaces in this program:

- 1 Reception Area, @ 580 sf for the Regional Administrator's Suite
- 1 Kitchen Support @ 150 sf for the Regional Administrator's Suite
- 1 Executive Conference Room for the Office of the Regional Administrator @ 540 sf
- 1 Reception area for each Office/Division except Office of the Regional Administrator @ 150 sf each (1 Office and 5 Divisions)
- 1 Conference Room for each Office/Division except Office of the Regional Administrator @ 300 sf each (1 Office and 5 Divisions)
- 2 Meeting/Teaming Rooms for each Office/Division except Office of the Regional Administrator @ 175 sf each (1 Office and 5 Divisions)
- Distributed General Filing @ 2 filing cabinets (5 sf each) per 5 employees, allocated at Division/Office level, rounded.
- Print/fax area, one (1) @ 15 sf per 25 employees, allocated at Division/Office level, rounded.

**C. Mission Support Space**

Mission Support Spaces are provided as needed by each EPA organization. Exhibit 5 provides a distribution of mission support spaces by organizational component.

**D. Floor Distributed Support Space**

The following are suggested allocations for floor level distributed space. Actual sizes will depend on the floor plate size and configuration.

- LAN rooms of approximately 100 sf each @ 2 per 150 persons, rounded
- Combined Kitchenette/Copy/Print rooms of approximately 225 sf each @ 2 per 150 persons, rounded.
- Large Conference Rooms of approximately 540 sf each @ 1 per 150 persons, rounded.

**E. Building-Wide Special Space**

The space allocation for building-wide special spaces is based on meeting mission requirements of specific EPA organizational units and the overall operation of Region 7 Headquarters offices. While the space allocations recommended are based on the existing configurations and suggested requirement specified by Region 7 Headquarters as confirmed during the program process, there are no real standards for these spaces.

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### 3.4 SPACE PLANNING APPROACHES

In order to achieve a flexible and efficient workplace, effective space planning is required. The EPA's Space Guidelines provide advice on good space planning. A few key points from the space guidelines:

- Develop a regular pattern of offices, work areas and services that are adaptable to change in organizational structure.
- Encouraging open plan concepts, with enclosed offices/rooms clustered and located off the windows, for HVAC efficiency and daylight penetration
- Evenly distribute services (Copy Rooms, Pantries, etc).
- Group special spaces and other fixed elements on the floor in a way that leaves large blocks of space for workstations.
- Anticipate changes and upgrading, i.e. plan a conference room today that can become a teleconferencing room later, when the budget allows.
- Create a simple pattern of circulation that helps people orient themselves.

### 3.5 DAYLIGHTING

The arrangement of office and office support space shall be designed to maximize daylight penetration into the building interior. The final building design and interior layout should allow a direct line-of-sight to exterior vision glass for at least 45% of the occupiable office space. In order to achieve a sufficient amount and quality of day lighting the following factors shall be considered:

- A. Shading devices shall be provided as necessary to avoid direct sunlight penetration and excessive heat gain.
- B. The offered building must meet at least one of the following:
  1. None of the EPA occupied offices, workstations and conference and rooms (except for conference rooms that are part of the Conference Center) shall be located more than 50 feet from the exterior or atrium window walls; or
  2. The minimum window-to-floor area ratio for EPA occupied space shall be 0.10; the window area must be measured from 30 inches above the floor (where the window sill is below 30 inches) to the head of the window, and the floor area shall be the ANSI/BOMA Office Area for the EPA-leased space.
- C. Enclosed offices should be kept away from the building perimeter; this space should be used for open workstations
- D. Enclosed offices should utilize transoms and sidelights.

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### 3.6 ADJACENCY REQUIREMENTS

The following are the general adjacency considerations for the space offered:

- A. Space shall be designed to separate, both visually and operationally, the public and service entrances.
- B. EPA requires controlled access to its space; therefore, building entrances shall be designed to enable screening of all visitors, deliveries, mail, and packages entering into EPA space. EPA's Security Control Center shall be located immediately off the main building lobby with direct access to it.
- C. Spaces needing public interface must be located at the entrance level or adjacent floors. Spaces including the Conference Rooms, the Record Center and the Library, must be easily accessible to the public and must have direct access from the EPA lobby and its elevator bank. Remaining EPA spaces will be secure with limited access to visitors.
- D. The Market Place shall be located on the lower level floors and no higher than the second floor. It shall have a direct connection from loading dock for food deliveries and must not conflict with employee circulation.
- E. The Mail Center, Shipping/Receiving, the Warehouse and the Records Center shall be adjacent to or in close proximity of the loading docks, service entries, and the freight elevators.
- F. Loading Docks must be located for easy access by service vehicles and must be separate from EPA's main entrance.
- G. The majority of Region 7 Headquarters space, with the exception of spaces requiring public access or frequent deliveries and/or services, is required to be contiguous/stacked and must follow the space planning approaches described earlier.
- H. The two EPA Headquarters components - the Office of the Inspector General (OIG) and the Criminal Investigation Division (CID) - are required to be in the same building in independent suites, but do not have critical adjacencies to EPA Region 7 space. (See space descriptions in Chapter 4). The Agency for Toxic Substances and Disease Registry (ATSDR) shall also be collocated with EPA's SUPR or ENSV programs, and will not require an independent suite.
- I. Technology intensive spaces - Server Room, Business Center, Emergency Operations Center, and Conference Rooms - share similar requirements for controlled access, location, HVAC needs, etc. Grouping and co-locating these spaces would provide EPA flexibility of use.
- J. To the extent possible, each EPA organization shall be kept consolidated.
- K. Additional adjacency requirements applying to Building-wide Special Spaces are noted in the respective space descriptions under Section 4.6.

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**4.0 SPACE REQUIREMENTS BY SPACE TYPE**

**4.1 OVERVIEW**

This chapter provides descriptions as well as spatial and technical requirements for each of the space types. Exhibit 3 provides a summary of the space requirements.

The requirements for the Office of the Inspector General, the Criminal Investigation Division and the Agency for Toxic Substances and Disease Registry are noted separately in Chapter 5 as they are not part of the EPA Region 7 Headquarters organizational structure. The facility selected will also require spaces that are considered part of the base building. These spaces and other technical requirements for the building are noted in Chapter 6.

**EXHIBIT 3: SUMMARY OF SPACE REQUIREMENTS**

	Personnel	Useable Space (SF)	Circulation (SF)	TOTAL AREA (SF)
<b>EPA Region 7</b>				
Personnel Space	712	58,658	26,427	85,085
Org. Support		8,655	3,901	12,556
Floor Distributed		5,950	2,678	8,628
Mission Support		5,105	2,302	7,407
Special Spaces		50,650	5,069	55,719
<b>R-7 Total</b>	<b>712</b>	<b>129,018</b>	<b>40,377</b>	<b>169,395</b>
<b>OIG</b>				
Personnel Space	11	1,230	554	1,784
Org. Support		20	9	29
Mission Support		1,450	654	2,104
<b>OIG Total</b>	<b>11</b>	<b>2,700</b>	<b>1,217</b>	<b>3,917</b>
<b>CID</b>				
Personnel Space	15	1,610	725	2,335
Org. Support		30	14	44
Mission Support		1,850	833	2,683
<b>CID Total</b>	<b>15</b>	<b>3,490</b>	<b>1,572</b>	<b>5,062</b>
<b>ATSDR</b>				
Personnel Space	4	390	176	566
Org. Support		10	5	15
Mission Support		525	237	762
<b>CID Total</b>	<b>4</b>	<b>925</b>	<b>418</b>	<b>1,343</b>
<b>Total</b>				
Personnel Space	742	61,888	27,882	89,770
Org. Support		8,715	3,929	12,644
Floor Distributed		5,950	2,678	8,628
Mission Support		8,930	4,026	12,956
Special Spaces		50,650	5,069	55,719
<b>GRAND TO TAL</b>	<b>742</b>	<b>136,133</b>	<b>43,584</b>	<b>179,717</b>

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EXHIBIT 5: MISSION SUPPORT SPACES

Office/ Division	Branch/ Section	Mission Support Space	Large Conference Room	Medium Conference Rooms	Small Meeting Rooms	Large Team Rooms- Ent. Case War Rooms	Team Rooms- Modelling Rooms	Team Rooms- Others	Regional Call Center	SP/PS/SCORHOS	Secure Room/ Secure Files	Security Office	GIS Rooms	Map/ Graphics Room	Plotter/ Equipment Room	TOTAL
ORA	Executive Suite															
	O PA								325					480	550	1,355
CNSL	Immediate Office					175										175
	Air Branch					175										175
	Chemical Branch					175										175
	Superfund Branch					175										175
	Water Branch					175										175
FLMG	Immediate Office		350							220		150			160	880
	EEO O				100											100
	HR O D				100											100
AWMD	APDB						150									150
	APCO							100								100
	RESP (RCRA)							100								100
ENSV	Immediate Office												165		165	
SUIPR	Immediate Office		175								110			110		395
	STAR							100								100
	SPEB							100								100
WWPD	Immediate Office												175	260		435
	WENF							100								100
	WQMB						150									150
<b>TOTAL</b>			350	175	200	875	300	500	325	220	110	150	175	1,015	710	<b>5,105</b>

OTHER SPACES		Mission Support Space	Secured Reception & Admin.	Mail/ Copy	NCIC	Secure File Room	Evidence Storage/ Grand Jury	Secured Storage	Conference Room	Interview Room	Kitchenette	TOTAL
CID		175	200	125	200	500	200	450				1,850
OIG			150		150	300	100	300	300	150		1,450
ATSDR			50		300			175				525
<b>TOTAL</b>		175	400	125	650	800	300	925	300	150		<b>3,825</b>

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EXHIBIT 6: COMPOSITION OF ORGANIZATIONAL COMPONENTS IN REGION 7 HEADQUARTERS

	Offices										Workstations							Subtotal		Organizational Support										Subtotal \$	Mission Support <sup>2</sup> \$	SUB TOTAL \$	45% circ.	TOTAL \$
	A		B		C		D		E		F1		F2		G		No.	\$	Cont. room	Living room	Usr. files	Usr. room	pmtv	fax	kitch.	exec. Conf.	recept	recept	580 \$					
	\$	sf	\$	sf	\$	sf	\$	sf	\$	sf	\$	sf	\$	sf	\$	sf																		
Office of the Regional Administrator	1	1	2	1	5	2	33	3	-	48	4,772							300 \$	175 \$	5 \$	40 \$	150 \$	150 \$	540 \$	150 \$	580 \$	1	1,445	1,355	7,572	3,411	10,983		
Office of the Regional Counsel	-	-	1	5	41	15				62	6,250							300 \$		25 \$	3 \$						1,045	875	8,170	3,681	11,851			
Office of Policy and Management			1	11	6	85	-	46		149	9,250							300 \$	175 \$	60 \$	6 \$					1,340	1,080	11,670	5,259	16,929				
Air and Waste Management Division			1	9	1	103	1	2		117	9,954							300 \$	175 \$	47 \$	5 \$					1,235	350	11,539	5,199	16,738				
Environmental Services Division			1	3	3	68	7			82	6,838							300 \$	175 \$	33 \$	3 \$					1,085	165	8,088	3,643	11,731				
Superfund Division			1	9	4	104	10	2		130	10,910							300 \$	175 \$	52 \$	5 \$					1,260	595	12,765	5,753	18,518				
Water, Wetlands & Pesticides Division			1	11	1	108				121	10,620							300 \$	175 \$	48 \$	5 \$					1,240	685	12,545	5,653	18,198				
OCEFT/Criminal Investigation Division			1	1	11	2				15	1,610							300 \$	175 \$	6 \$						30	1,850	3,490	1,572	5,062				
Office of the Inspector General			1	1	8	1				11	1,230							300 \$	175 \$	4 \$						20	1,450	2,700	1,217	3,917				
Agency for Toxic Substances and Disease Registry					1	3				4	390							300 \$	175 \$	2 \$						10	525	925	418	1,343				
Unassigned contractors										3	64							300 \$	175 \$	1 \$						5		69	31	100				
Subtotal - Count	1	1	10	52	79	3	522	22	52	742	61,888	6	12	297	29	1	6	1	1,800	2,100	1,485	1,160	150	540	900	580	8,715	8,930	17,645	35,837	115,370			
Subtotal - SF	350	280	2,000	7,800	7,900	390	41,760	1,408	0																									

Floor Distributed Support Space (including circulation): 8,628  
 Building-wide Special Spaces (including circulation): 55,719  
 Total Program: 178,717

1. These stations are in support space, the square footage is included there  
 2. See Exhibit 6 for detailed information on these spaces

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**4.5 FLOOR DISTRIBUTED SUPPORT SPACES**

These spaces are to be allocated on each floor. The actual allocation is contingent upon floor plate size and configuration of the building offered. For the purposes of this program, these spaces have been assigned for every 150 persons. Exhibit 7 provides a summary of the Floor Distributed Spaces required for Region 7.

**EXHIBIT 7: SUMMARY OF FLOOR DISTRIBUTED SPACES**

Space	Provision	Unit Area	Number	TOTAL
LAN Rooms	2 per 150 employees	100	10	1,000
Kitchenettes/ Copy/ Print	2 per 150 employees	225	10	2,250
Large Conference Rooms	1 per 150 employees	540	5	2,700
				<b>5,950</b>

**A. LAN Rooms**

These are to be provided on every EPA occupied floor. These will need to be centrally located and vertically stacked. The cable run from this room to the farthest connected equipment shall not exceed EIA/TIA standards.

**B. Kitchenettes/Copy/Print Rooms**

Kitchenettes and Copy/Print Rooms can be provided as a single combined space or separate spaces. In either case, these spaces, approximately 225 square feet, shall be provided in every level where they can be easily accessed from a majority of workstations and offices. Preferably located close to the core and adjacent to a primary pathway, these spaces must be directly exhausted. Containers/bins for recycling of paper, aluminum and plastics must be provided.

The Copy/Print function will require additional power and circuitry for large multifunction devices. Provision for storage of paper and supplies will be required.

The kitchenettes shall be equipped with appliances like microwave, refrigerator and coffeemakers and include a stainless steel sink with hot and cold running water, a commercial grade instant hot water dispenser and garbage disposal, and composting bins. The equipment will be provided by GSA/vendor at the time identified in the construction schedule.

**C. Floor Conference Rooms**

These Conference Rooms, approximately 540 SF each are to be provided, one per 150 employees and are intended for the use of any of the floor occupants where they are located (i.e., not assigned to any specific organization). All the Floor Conference Rooms are to be equipped with audio-visual presentation capabilities and shall be video-conference ready.

**4.6 BUILDING-WIDE SPECIAL SPACES**

The building comprises of spaces that support high occupancy functions and building operations. These spaces are usually characterized by above-standard construction and building system requirements such as higher live

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load requirements, higher ceilings, augmented HVAC, emergency power, etc. Exhibit 8 provides a list of these spaces and summary of the requirements, which is followed by descriptions for each of the Special Spaces.

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EXHIBIT 8: SUMMARY OF THE BUILDING-WIDE SPECIAL SPACES

	Unit Area	Flooring						Security			HVAC		Elect.		Remarks			
		Total Area (sqft)	Non-VCT Resilient Flooring	Urethane Profile Raised Flooring	Raised Flooring - 12 inches or Per	Minimum Ceiling Height	Above Std Live Load (120 lbs/sq ft)	Above Std Live Load (150 lbs/sq ft)	Above Std Live Load (200 lbs/sq ft)	Keycard Access	Video Surveillance	Sub-to-Slab Partition	Separately Zoned Independent	Direct Exhaust		24-7 Operation	Backup Generator	Sp./Extra Power/Outlets
<b>A. Security Control Center</b>		<b>180</b>																
Guard Room	180								X					X	X			
<b>B. Conference &amp; Training Rooms</b>		<b>9,636</b>																
Reception Setup & Breakout Area	500																	
1 x Large Conf. Room (Reconfigurable)	3,000		■		96"					X	X					X	Operable walls	
1 x Conf. Room	750		■		96"												X	
1 x Large PC Training Room (Reconfigurable)	1,500		■		96"					X	X					X	Operable walls	
1 x Small PC Training Room	700		■		96"												X	
1 x Multipurpose Room	1,500		X		96"					X	X						X	Operable walls
1 x AV/Portable VCE Storage	230		X							X								
1 x Additional Storage	200		X				200			X								
Internal Circulation (15%)	1,256																	
<b>C. Library</b>		<b>2,150</b>																
Lobby	200																	
Circulation Desk	200																	
High Density Shelves (500 linear feet)	750							750										+ The copy/print area preferably directly exhausted
Distributed Shelving Displays	70																	
Reading Area	325																	
PC/Viewing Stations (3)	50																	
Automatic File Retrieval System (Lektriver)	100							100										
Conference Storage	175																	
Internal Circulation (15%)	280																	
<b>D. Market Place</b>		<b>4,000</b>	X							■								
Break Room / Eating Area	2,000													X				
Servary	650													X				
Back Kitchen Area	300													X				+ If kitchen appliances so require
Storage	290						290											
Microwave/Wending	240																	
Internal Circulation (15%)	520																	
<b>E. Fitness Center</b>		<b>3,795</b>																
Equipment Room	1,000						1,000						■					+ Resilient rubber tile or similar, must be odor free
Aerobics Room	1,150						1,150						■					+ Floating aerobics floor with rubberized insulation
Storage Space	150		X				150		X									
Shower/Locker/Facilities	1,000												X					
Internal Circulation (15%)	495																	
<b>F. Business Center &amp; Computer Server Room Area</b>		<b>4,075</b>																
Server Room	1,200		X				1,200		X	■	■		X	X	X	X	X	
Print Room	150												X					
Self Workspace	1,030		X				1,030		X	■	■		X	X	X	X		
Meeting Room	150																	
Data Entry Staff	150																	
Storage	240		X				240		X									
Business Center (IT Help Desk)	625																	
Internal Circulation (15%)	530																	
<b>G. Print/ Copy Center</b>		<b>450</b>	X				450		X				■					
<b>H. Mail Center</b>		<b>525</b>	X					525	X	X	X							
<b>I. Health Unit</b>		<b>525</b>																
<b>J. Emergency Response Center</b>		<b>2,165</b>																
Planning/Briefing Room	1,400		■											X	X	X	X	
Communications	100													X				
Graphics Room	330													X				
Internal Circulation (15%)	275																	
<b>K. Records Center/ Superfund Litigation Room</b>		<b>11,155</b>																
HDF Area	5,400		X					5,400	X	X								
Public Viewing Room	445																	
Copy Room	120																	
Bagging	530		X					530										
Staff Area (Workspace for 12 @ 64 SF each)	770																	
Superfund Litigation Process Room	1,975		X					1,975	X	X	■							
4 x Confidential Business Info. Room (115SF each)	460		X					460	X	X	■							
Internal Circulation (15%)	1,455																	
<b>L. Warehouse</b>		<b>8,595</b>								X	■							
Warehousing Area	6,600		X					6,600										
Staging Space	800		X					800										
Workstation Area (2x 80 SF worksta.)	160																	
Internal Circulation (15%)	1,135																	
<b>M. Union Office (2 @ 175 sf)</b>		<b>350</b>																
<b>N. Miscellaneous Allowance</b>		<b>3,000</b>																
<b>TOTAL</b>		<b>50,650</b>						<b>3,710</b>	<b>1,378</b>	<b>16,765</b>								

Note  
 1. Ceiling heights, measured from the finished floor to finished ceiling, shall not be less than those indicated, but may be greater, depending on building design.  
 2. ■ indicates a preferred attribute.

INITIALS: 



**A. Security Control Center**

**180 sf**

The Security Control Center is to be located off the main building entrance lobby and must be easily accessible from the guards' desk. It will contain a small station for the guard on duty, adequate space for 8 wall mounted 22" LCD monitors, surveillance control equipment, a storage cabinet for Digital Video Recorders, secure fax, phone and file storage space. The room shall be designed for 24/7 use and connected to the back-up generator.

**Preferred Location and Adjacency Requirements**

- Located on the main floor, close to lobby and easily accessible from the guard's desk

**HVAC**

24/7 Service Required.

**Electrical**

Backup Generator All equipment shall be connected to backup generator

**Security/Access**

Keycard Yes

**Miscellaneous**

Audio Visual Provide space for eight wall-mounted 22" LCD monitors and STC/LTC cameras for monitoring purposes.

**B. Conference and Training Rooms**


**9,635 sf**

These rooms shall be located close to the visitor's entrance. The conference rooms will provide conference and event space for EPA employees and visitors. The training rooms will be used primarily by EPA employees only, and will also serve as additional space for conferencing. These rooms will also be used for larger meetings that cannot be accommodated in the floor conference rooms, or need to be held in a more central location. After clearing security, building visitors must be able to follow a clear and obvious route to this space.

This space shall include: a Reception Set-up and Breakout Area; an Extra Large Conference Room which can reconfigured into three smaller rooms using retractable walls; one Large Conference Room; a Large Training Room that can be subdivided into two smaller training rooms with retractable partitions; one Small Training Room; an Audio-Visual (AV)/Portable VCE Storage room for storing audio-visual and portable video conferencing equipment; and a miscellaneous storage room for storing furniture not in use. All conference and training rooms are to be column free, video-conference ready, outfitted with audio-visual equipment and wireless data access.

Reception Setup and Breakout Area	500	SF
1 x Extra Large Conf. Room (Reconfigurable)	3,000	SF
1x Large Conference Room	750	SF
1 x Large Training Room (Reconfigurable)	1,500	SF
1 x Small Training Room	700	SF
1 x Multipurpose Room	1,500	SF
1 x AV/ Portable VCE Storage	230	SF
1 x Conf. Center Additional Storage	200	SF

INITIALS:

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Internal Circulation (appx. 15%)	1,255 SF
<b>Total Conference and Training Rooms</b>	<b>9,635 SF</b>

**Preferred Location and Adjacency Requirements**

- Preferably located on the main floor, close to the visitor’s entrance and building lobby/reception
- Close to the rest rooms
- Preferably, the Multipurpose Room shall be located close to the Market Place

**Structural**

- Ceiling Height** 9’6” for the Multipurpose, Conference and Training Rooms
- Raised Floor** Low-profile raised floor preferred for the Conference and Training Rooms
- Floor Loading** The Additional Storage space shall have a minimum floor loading of 120 psf

**Architectural**

- Floors** Non-VCT resilient flooring for the AV/ Portable VCE Storage, Multipurpose Room and the Additional Storage Rooms
- Walls** Provide operable walls for subdividing the Large Conference Room to smaller rooms (up to three small conference rooms)  
Provide an operable wall for subdividing the Large Training Room to two similarly-sized smaller rooms  
Provide an operable wall for subdividing the Multipurpose Room to two similarly-sized smaller rooms  
Ceiling-high partition walls surrounding the Conference Rooms, Training Rooms and the Multipurpose Room are required; shall preferably be slab-to-slab.
- Doors** All conference and training room doors as well as the doors for the multipurpose room must be equipped with door closers and with floor-mounted door stops to prevent wall damage.
- Windows** Preferably, the Training and Conference Rooms should not have any window openings. If windows are present, light-tight blackout shades in tracks shall be installed as window coverings.

**HVAC**

- Thermal Comfort** Each of the subdivided spaces (four for the Large Conference Room and two for the Large Training room) and the Small Conference Room shall be separately zoned.
- Special Filtration** Provide ventilation consistent to ASHRAE 62.1 – 2007 for high occupancy areas.

**Electrical**

- Other** PC and AV equipment shall have dedicated circuits

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**Lighting**

**Lighting Controls** Each of the subdivided spaces (three for the Large Conference Room and two each for the Large PC Training room & Multipurpose Room) and the Small Conference Room shall have independent, zoned programmable lighting systems with dimming controls, and the ability to separately darken any single wall without darkening the entire room.

**Illumination Level** Up to 50 foot-candle (f-c) required at 36" above finished floor levels.

**Security/Access**

**Other** Visitors shall be able to access the Conference and Training Rooms after clearing security screening and without having to go through other program spaces.

The AV/ Portable VCE Storage and the Conference Center Additional Storage Rooms shall have keycard access

**Miscellaneous**

**Audio Visual** Ceiling mounted LCD projectors and motorized drop-down projection screens will be installed during tenant improvements

**Acoustic** Each of the subdivided spaces (three for the extra Large Conference Room and two for the Large Training room) and the Small Conference Room shall have independent built-in speakers and controls.

Partitions shall have STC 45 as a minimum. The retractable walls shall be operable without the use of tools or handles, and shall have a minimum STC rating of 50. Ceilings shall be treated to achieve a minimum NRC of 0.85. Overall the rooms must have a minimum Noise Isolation Class (NIC) of 40.

**Suggested Sustainability Considerations & Best Practices**

- Adopt a "demand controlled ventilation," installing a system of CO<sub>2</sub> monitors that determines the need for air changes on conference floors
- Use LEDs for the conference and training rooms

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**Miscellaneous**

Acoustic Noise Criterion (NC) of 35 or better

**Suggested Sustainability Considerations & Best Practices**

- Maximize use of daylight for reading areas.
- Provide a high quality energy efficient lighting system that utilizes both natural and electric sources and a combination of occupancy sensors and lighting controls to provide the illumination level when space is being used.
- Consider LED lighting

**D. Market Place**

**4,000 sf**

The Market Place essentially provides food service and ancillary functions to the EPA employees and visitors. It will include a Back Kitchen Area for food preparation; a Servery or serving counter where food is ordered and served; a Storage area for the kitchen and supplies; and the Eating Area which provides lunch type seating for approximately 100 persons. The market place will also include a Microwave/Vending area for up to seven vending machines and three microwaves.

Eating Area	2,000	SF
Servery	650	SF
Back Kitchen Area	300	SF
Storage	290	SF
Microwave/Vending	240	SF
Internal Circulation (appx. 15%)	520	SF
<b>Total Market Place Area</b>	<b>4,000</b>	<b>SF</b>

**Preferred Location and Adjacency Requirements**

- Preferably located on the lower level floors and no higher than the second floor.
- Provide a direct connection to the loading dock, not conflicting with employee spaces

**Structural**

*Floor loading* Storage space shall have a minimum live load capacity of 120 psf

**Architectural**

*Partition walls* A ceiling high partition wall (slab-to-slab preferred) must be provided around the Market Place. The Back Kitchen Area, Servery and Storage shall also be enclosed rooms.

*Floors* Non-VCT Resilient flooring

*Windows* Daylighting is preferred in the eating area

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**Architectural**

- Floors** Exercise Room: Resilient rubber tile or similar, must be odor-free  
 Aerobics Room: Floating aerobics floor with rubberized insulation to isolate sound and vibration  
 Storage: Resilient or sealed concrete floor
- Walls** The Fitness Center shall be an enclosed area  
 At least one of the walls in the aerobics room shall have full panel mirrors.

**HVAC**

- Ventilation/ Thermal Comfort** Meet or exceed ANSI/ASHRAE 62.1 – 2007, Ventilation for Acceptable Air Quality
- Direct Exhaust** Shower/Locker Room must be directly exhausted  
 Exercise Room and Aerobics Room shall preferably be directly exhausted.

**Security/Access**

- Keycard** Keycard access to Storage Room (shall be accessible only to authorized personnel)

**Miscellaneous**

- Acoustic** STC 50 or better for Exercise Room and Aerobics Room  
 NRC (noise reduction coefficient) of 0.85 or better

**F. Business Center (IT Helpdesk) and Computer Server Room Area 4,075 sf**

This space shall include the Business Center (IT Help Desk), the Computer Server Room, and the Data Entry Staff for the Superfund Records Center’s RCRA contract. A Staff work area, a Print Room, a Meeting Room and Storage Space shall also be provided for the Server Room and Help Desk.

The Server Room will contain up to 10 server racks, one shelving unit for standalone servers, a wireframe for analog phones, a telecommunication equipment rack, one Uninterrupted Power Supply (UPS) cabinet, one battery cabinet and one Power Distribution Unit (PDU) cabinet.

The Staff Work Area shall be adjacent to the Server Room. Individual workstations are not required for server room staff; 10 workbenches and workspaces for 10 employees are to be provided in this space.

The Server Room and the adjoining Staff Work Area will require at least a 12-inch raised floor for underfloor air and cable distribution.

The Help Desk area will require workspace for at least two employees.

The Data Entry staff area will require workspaces for at least four persons.

The Meeting Room and the Print Room are to be shared by all occupants of the Business Center.

Server Room	1,200 SF
Print Room	150 SF

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Staff Workspaces	1,030	SF
Meeting Room	150	SF
Data Entry Staff	150	SF
Storage	240	SF
Business Center (IT Help Desk)	625	SF
Internal Circulation (appx. 15%)	495	SF
<b>Total Business Center Area</b>	<b>4,075</b>	<b>SF</b>

**Preferred Location, Configuration and Adjacency Requirements**

- The Server Room must be located above grade and away from exterior walls. The smaller dimension of the server room shall be no less than 20'0".

**Structural**

**Floor Loading** 120 lbs/sf minimum for the Server Room, adjoining Staff Workspaces and Storage area

**Raised Floor** Minimum 12" raised floor for Server Room and adjoining Staff Work Area. Underfloor cable tray shall be provided in a grid pattern throughout the room, coordinated with the power and HVAC tradework.

**Architectural**

**Walls** The Server Room and adjoining Staff Work Area shall preferably be enclosed by a slab-to-slab Concrete Masonry Units (CMU) wall with minimum one-hour-fire-rating. A glass wall partition between the Server Room and Staff Work Area is preferable

**Floors** Server Room/Staff Work Area: Provide a clean structural floor finished with 5/8 inch layer of airtight gypsum board, gypcrete or similar flame-retardant material.

Storage: Non-VCT resilient flooring

**Doors** The Server Room door and the door to the Staff Work Area from the Server Room shall be double wide, 72" W x 84" H with secure proximity reader access control.

**Ceiling** Watertight slabs are required over the Server Room. No pipe penetrations (water / waste / fuel) are permitted through the Server Room or the Staff Work Area.

**HVAC**

**Thermal Comfort** 70 ± 2 deg F maintained on a 24/7 basis;  
45% ± 5% RH on a 24/7 basis

**Direct Exhaust** Preferred in the Server Room and Print Room

**Special Filtration** Use high efficiency filters (min. 90% dust spot or MERV 14).

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*Other* Server Room and Staff Workspace: 24/7 operation with N+1 cooling and humidity control. Provide in-space computer room cooling units. Size the units to attain total redundancy if one of the units fails.

#### **Electrical**

*Backup Generator* All Server Room and Staff Work Area equipment shall be on backup generator.

*Special/Extra Power* Estimated at 45 W/sf for Server Room; Staff Workspace will require additional outlets

*Other* Server Room: All technical power to be on the in-room UPS. Provide dedicated circuits for associated UPS and power conditioning equipment; 120V quad outlets on each wall at 15' spacing; all outlets on emergency generator; Adequate distribution of 120V and 240V receptacles.

An Emergency Power Off (EPO) switch with a 15-second delay, controlling the mechanical system and the computer equipment circuits, to be installed at 3'-0" AFF within 1'-6" of the exit door.

#### **Lighting**

*Lighting Controls* Lighting to be distributed over two circuits. Emergency egress lighting with battery back-up, in addition to tie-in with the emergency generator.

#### **Security/Access**

*Keycard* Lockable, alarmed door with keycard access Server Room, adjoining Staff Workspaces and Storage area

*Video Surveillance* Preferably, the Server Room and the adjoining Staff Work Area shall be under 24/7 video surveillance. All entries and exits may require monitoring. Additional cameras may be strategically positioned to capture all activity occurring within the space.

*Other* Emergency Notification: Audible and visual alert reporting at the building control station in the event of power or mechanical equipment failure or when the room temperature rises above 80°F. An automatic cut-off must also be provided to all computer equipment, lighting, and environmental control equipment at the time fire alarms are triggered.

#### **Miscellaneous**

*Acoustic* Ceiling tiles with a minimum NRC of 0.75.



*Fire Suppression* Pre-action, dry-pipe type sprinkler system. Set water flow to activate when ceiling temperature reaches 165°F.

### **G. Print/Copy Center**

**450 sf**

The Print/Copy Center provides large volume printing, copying and finishing services to the entire regional office. This space consists of a single enclosed room which will require adequate storage space for supplies and one workstation for the Print/Copy Center staff.

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**Preferred Location and Adjacency Requirements**

- Adjacent to or in close proximity to the Business Center

**Structural**

Floor Loading 120 lbs/sf minimum

**Architectural**

Floors Non-VCT resilient flooring

Doors To allow for large carts, the door to this space shall be 3'-0" minimum with a passive 1'-0" panel, or double 3'-0" doors.

**HVAC**

Direct Exhaust Preferred

**Security/Access**

Keycard Yes

**H. Mail Center**

525 sf

This shall be an enclosed room with defined points of entry and shall serve as the single point for delivery of mail and materials to the regional office. All incoming mail, express packages, packages, and supplies will be delivered here first for scanning and distribution. It must be located near the building loading dock and preferably near the freight elevator.

The space will be equipped with an X-Ray scanner, down-draft tables with HEPA filters, metal shelving, mail metering equipment, mail sorters, a copier/printer (MFD), and a work desk.

For further information please refer to the CDC document "Guidance for Protecting Building Environments for Airborne Chemical, Biological or Radiological Attacks" and "Mail Center Security Guide", Third Edition - 2004 published by the General Services Administration's Mail Communications Policy Office.

**Preferred Location and Adjacency Requirements**

- To be located adjacent to or in close proximity of the loading docks, service entries and freight elevator

**Structural**

Floor Loading 150 lbs/sf minimum

Wall Must be located such that at least one wall is on an exterior edge of the building. This wall is to be constructed so as to relieve the over pressure in the event of an explosion.

The remaining walls shall be reinforced to prevent blast damage.

**Architectural**

Walls Provide a slab-to-slab wall around the Mail Room

Floors Sealed Concrete or Non-VCT resilient flooring

Doors The door to this space shall be 3'-0" minimum with a passive 1'-0" panel to allow for large carts, or double 3'-0" doors.

**HVAC**

Independent Air handling and ventilation system;

INITIALS:

     &       
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*Special Filtration* HEPA filters

*Other* Maintain negative air pressure for the entire Mail Center

**Security/Access**

*Keycard* Yes

**I. Health Unit**

**535 sf**

The Health Unit provides medical and employee assistance services such as health screening. It will contain a workstation and file storage space, a treatment area, and adequate storage space to store a stretcher and a wheel chair. The treatment area will require a sink.

A Lactation Room shall be provided, adjacent to the Health Unit. This will be an enclosed room with an independent access, and an entrance door fitted with a deadbolt lock. The Lactation Room will require a sink and space for a small refrigerator.

**HVAC**

*Separately Zoned* Yes

*Direct Exhaust* The Treatment Area shall be directly exhausted

**Miscellaneous**

*Doors* Must be fitted with a deadbolt lock

*Acoustic* The Treatment Room shall have sound attenuation batts or other appropriate acoustic treatment for privacy

*Plumbing* Plumbing connections required for the sinks in the Treatment Area and the Lactation Room

**J. Emergency Operations Center (REOC)**

**2,105 sf**

The REOC is responsible for monitoring emergencies in the entire region. It shall be located adjacent to the Superfund Division and shall not be adjacent to the Mail Center, Shipping/Receiving, or Conference Center.

The Planning Room shall be designed to provide training format seating for up to 40 persons, facing the "video-conferencing wall". Outlets for data, power and dedicated telecom lines are required for each seat. Adequate space is required along the walls for filing, storage, multifunction printer and fax. The Communication Room shall be adjacent to the video-conferencing wall and will house all audio-visual and video-conferencing equipment.

The Graphics Room shall be adjacent to the Planning Room and will contain large format plotters, printers and finishing equipment.

Planning/Briefing Room	1,400	SF
Communications	100	SF
Graphics Room	330	SF
Internal Circulation (appx. 15%)	275	SF
<b>Total REOC Area</b>	<b>2,105</b>	<b>SF</b>

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**Preferred Location and Adjacency Requirements**

- In the same floor as and easily accessible from the Superfund Division
- Not adjacent to the Mail Center, Shipping and Receiving, Conference Center or any non-EPA space

**Structural**

*Raised floor* Preferably, low-provide raised floor shall be provided for the Planning/ Briefing Room for underfloor cable distribution.

**Architectural**

*Floors* Static dissipative carpet (AATCC-134 <1.5kV)

*Walls* Slab-to-slab partition wall is preferred around the Planning/Briefing Room.

**HVAC**

*24-7 Operation* Yes

**Electrical**

*Backup Generator* All computers, graphics, audio-visual and communications equipment and lighting systems shall be on backup generator

*Special/Extra Power* Yes.

*Special Outlets* Floor outlets in the Planning/Briefing Room

*Other* All computer and communication equipment must have isolated ground

**Lighting**

*Lighting Controls* Zoned lighting with dimming controls

*Illumination Level* 50 foot-candles at 30 inches above finished floor

**Miscellaneous**

*Audio Visual* One wall on the Planning Room will have 4 or more flat panel monitors. This wall shall be adjacent to the Communications Room

*Acoustic* Ceiling tiles with a minimum NRC of 0.8. Acoustic panels on select wall surfaces.

**K. Records Center/ Superfund Litigation Room**

11,155 sf

The Record Center shall be located such that it is easily accessible to the EPA staff with convenient public access to the Public Viewing Room. To be located adjacent to or in close proximity of the loading docks, service entries and freight elevator. Workspace is required for up to 12 Record Center employees.

The Superfund Litigation Process Room and the four Confidential Business Information (CBI) Rooms shall be enclosed lockable areas, either within the Records Center or, separate from but with direct access to the Records Center.

High Density Filing (HDF) Area

5,400 SF

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Public Viewing Room	445	SF
Copy Room	120	SF
Staging	530	SF
Staff Area	770	SF
Superfund Litigation Process Room	1,975	SF
4 x Confidential Business Info. Room (115 SF each)	460	SF
Internal Circulation (appx. 15%)	1,455	SF
<b>Total Records Center Area</b>	<b>11,155</b>	<b>SF</b>

**Preferred Location and Adjacency Requirements**

- To be located adjacent to or in close proximity of the loading docks, service entries and freight elevator
- Convenient public access to the Viewing Room is required

**Structural**

*Floor Loading* 200 lbs/sf minimum for the High Density Filing areas, Staging area, Superfund Litigation Process Room and the CBI Rooms

**Architectural**

*Floors* The HDF Area, Staging Area, Superfund Litigation Process Room and the CBI Rooms shall have sealed concrete or other non-VCT resilient flooring.

*Walls* The partition walls around the Superfund Litigation Process Room and the CBI Rooms shall preferably be slab-to-slab construction

*Doors* To allow for large carts, the doors to the HDF area shall be double 3'-0" doors.

**HVAC**

*Direct Exhaust* The Copy Room shall preferably be directly exhausted.

**Lighting**



*Lighting Controls* Motion sensors required in the HDF area; occupancy sensors required in the public viewing area.

*Illumination Level* 50 foot-candle at 30 inches from finished floor in the Staff Area, Public Viewing Area, Superfund Litigation Process Room and the CBI Rooms

**Security/Access**

*Keycard* The records storage area shall be keycard controlled. Separate keycard controls are required for Superfund Litigation Process Room and the CBI Rooms

*Video Surveillance* Yes

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#### 4.7 CIRCULATION ALLOWANCE

This POR utilizes two different circulation factors to develop space requirements. A factor of 45% has been used for all personnel, organizational support, mission support and floor distributed support spaces. A factor of 10% has been used for building-wide special spaces that are usually large and do not require excessive circulation for layout. The actual factor will depend upon the layout efficiency of the floor plate offered, and may vary from the assumed circulation allowance.

Note: There may be minor variations in the figures in the above tables and other exhibits in this document because of rounding.

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## 5.0 OTHER BUILDING OCCUPANTS

### 5.1 OFFICE OF THE INSPECTOR GENERAL (OIG)

The Office of the Inspector General (OIG) requires its own suite with slab-to-slab perimeter partition walls with expanded mesh. Access to these spaces shall be controlled using a keycard system. Enclosed offices within the suite must be lockable. The OIG will require personnel and organizational support spaces for 11 employees and the following Mission Support Spaces:

- A. **Evidence Storage/ Grand Jury:** This is to be a locking slab-to-slab room with a structural live load requirement of 150 psf, equipped with keycard access and intrusion detection. The room shall have an enclosed metal cage of approximately 100 square feet.
- B. **Conference Room:** This room shall include a built-in, locking audio-visual closet, a pull-down projection screen, two data/phone/electrical outlets equipped with data connections, and preferably a ceiling mounted LCD projector.
- C. **Interview Room:** This room is used primarily for interviewing purposes and shall therefore require perimeter walls rated STC 45 or better. The door must have a solid core and will swing into the room.
- D. **Secure File Room:** The Secure Files Room is to be used to house investigative and other sensitive files. The room shall house 36" five drawer locking file cabinets for case correspondence.
- E. **Secured Storage:** This area is to be designed for storage of additional files, maps, supplies etc. and shall include work spaces for sorting, processing, and filing of records. The structural live load capacity shall be a minimum of 150 psf.
- F. **Mail/Copy:** This area will contain the mail boxes of the OIG personnel and common printing, copying and scanning machines. It must be directly exhausted.
- G. **Kitchenette:** This Kitchenette is for the exclusive use of the OIG personnel. It will contain a sink and space for a microwave and a refrigerator and must be directly exhausted.

### 5.2 CRIMINAL INVESTIGATIONS DIVISION (CID)

The entire CID office shall be located on one floor and be accessible on a 24 hour basis. It shall be partitioned following an approved space plan to be furnished by the Office of Criminal Enforcement, Forensics and Training (OCEFT), CID Facilities.

Cleaning of this space must be done during working hours. Cleaning personnel accessing space may be required to complete and pass a Personnel Security Inquiry (PSI) before working in EPA space.

The CID suite will include office and office support space for 15 employees and the following Mission Support Spaces:

- A. **Secured Reception & Administration:** Due to the enforcement nature of CID offices, it is essential to control public access for security reasons. The entrance to the CID suite shall be designed with an ante room to effect control and identification of visitors. The ante-room will lead to the reception area such that:
  - 1. A bullet resistive window divides the reception area from the interior office. UL Rating Level III (SPSA, 44 magnum; submachine gun 9 mm), deal tray, and natural voice transmission that allows electronic free two-way communication. The wall surrounding the bullet resistive window is to be equipped with UL Rating Level III opaque armor (SPSA, 44 magnum, submachine gun 9 mm) installed slab to slab.

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2. The door which connects the reception room to the clerical area is to be a solid core or bullet resistive door (if located on the same wall as the bullet resistive window), UL Rating Level III (SPSA, 44 magnum; submachine gun 9 mm), opaque armor, door closure, mechanical combination push button lock controlled by an electronic strike with release at receptionist's desk. Additionally, the receptionist desk will be equipped with a panic alarm that will activate an audible signal at location(s) in the office to alert all personnel. The walls which separate the reception room from the interior office space must be constructed of slab-to-slab drywall.
  3. The entrance door from the public corridor will be equipped with a Medeco or comparable deadbolt lock, and automatic door closer. Frame and hinges must be non recoverable, and of sufficient strength to support the weight of the door. A doorbell shall be installed at the hallway entrance to the space.
- B. **Mail/Copy:** It will contain photocopiers, facsimile machines, shredders, and the storage of paper, toner cartridges, recycling bins, and general offices supplies.
1. This room is to be built to office standards, with standard office door hardware/lock.
  2. Flooring must be non-VCT resilient tile.
  3. One dedicated 110 volt, 20 amp duplex electrical outlet for copy machine.
- C. **Communication Room (NCIC):** This room houses the Enforcement Communications System and/or State/ Local enforcement government systems. This room is used to store sensitive messages/ documents.
1. Dedicated duplex outlets for multiple computer terminals.
  2. High security Kaba 5200 electronic lock. Door must also to be equipped with an automatic door closure.
  3. HVAC requirements – normal office air distribution.
- D. **Secure File Room:** This room is used to maintain investigative and other sensitive files. The following is required:
1. A solid wood door with minimum thickness of 1-3/4 inches locked with a long throw high security single key dead bolt lock.
  2. Door also shall be equipped with an automatic door closure and Kaba 5200 Electronic Lock.
  3. Flooring is to be non-VCT resilient floor tile.
- E. **Evidence Storage/ Grand Jury:** Construction requirements shall be the same as the secure storage room (see F below). It is recommended, that this room be constructed in the secured storage room. In those instances, the following modified standards will apply: 1) Walls are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh, 2) A steel door in a metal frame will be installed and equipped with the same alarm and locking mechanism as previously described in the Secure Storage Room section.
- F. **Secured Storage:** The secure storage room shall be an interior room that does not share a common exterior wall. The walls of this room are to be constructed of slab-to-slab drywall with 13 gauge expanded steel mesh installed on the inside of the walls. If the area above the false ceiling is a return air plenum, required openings in the drywall are permitted provided the expanded steel mesh covers these openings. There shall be no single opening in the expanded steel whose area exceeds 100 square inches. A steel door in a metal frame must be installed, equipped with a magnetic alarm switch, motion detector, and combination lock. The door must also have an emergency exit device operable from inside the room.
1. Door hinges on perimeter entrance shall be installed so that doors cannot be removed without seriously damaging the door or doorjamb. It is preferable that hinge pins are located on the room side of the doors.

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2. CID will procure ultra-sonic, infrared (USIR), or combination USIR motion detectors covering the entrance and majority of space be installed inside the room.
  3. The locks on the entrance door into the secured storage room shall be (1) a long-throw, high-security single key dead bolt lock for use during secured hours, and (2) a Kaba 5200 electrical combination push-button lock.
  4. Vents, ducts, and all other openings inside the secured storage area exceeding 100 square inches must be protected by hardened steel bars (three-eighths diameter 600 Brunel rating) six inches apart vertically and horizontally welded or mounted in concrete. An alternative is to install 9 gauge expanded steel mesh framed with steel angles not less than .258 inches thick with supports every 6 inches. All vents and ducts inside the secured storage area shall have a hinged access port for inspection of installed security devices. All access ports must be installed within the EPA perimeter of the facility.
  5. Flooring must be non-VCT resilient tile.
- G. **Conference Room:** This room will serve as a conference/meeting space for CID staff briefings, and joint seminars with other law enforcement agencies. It shall be acoustically constructed so that normal human speech (STC 45 rating) is not audible in any adjoining room. The ceiling must have no removable components and lighting fixtures shall be protected so that persons in the room cannot break or disassemble the fixture and gain access to electrical fixtures and components. There must be no light switches inside the room. The door shall have a solid core and is required to swing into the room. The lock set will have double sided deadbolt locks. No ventilator opening will have an area in excess of 100 square inches. Provide one combination sink/cabinet unit. The sink should provide hot and cold running water and have appropriate waste and vent lines.

### 5.3 AGENCY FOR TOXIC SUBSTANCES AND DISEASE REGISTRY (ATSDR)

The Agency for Toxic Substances and Disease Registry (ATSDR) is the principal federal public health agency involved with hazardous waste issues. ATSDR advises the Environmental Protection Agency (EPA), as well as other federal and state agencies, community members, and interested parties on the health impacts of Superfund sites. In Region 7, ATSDR works closely with EPA personnel and can be collocated with EPA's organizational components. The space will include office and office support spaces for 4 employees and the following Mission Support Spaces:

- A. **Conference Room:** This room shall include a built-in, locking audio-visual closet, a pull-down projection screen, two data/phone/electrical outlets equipped with data connections, and preferably a ceiling mounted LCD projector.
- B. **Secure File Room:** The Secure Files Room is to be used for storing sensitive files and documents. The room shall house 36" five drawer locking file cabinets.
- C. **Mail/Copy:** This area will contain the mail boxes of ATSDR personnel and common printing, copying and scanning machines. It must be directly exhausted.

### 5.4 SUMMARY POR AT BRANCH LEVEL

Exhibit 9 provides an account of the personnel count, personnel space, office support space and mission support space at branch level for the Region 7 Headquarters. It also identifies the total space assigned for Floor Distributed Spaces and Building-Wide Special Spaces. The areas include a 45% allowance for circulation in case of personnel space, organizational support space, mission support space and floor distributed space, and, a 10% allowance for the Building-Wide Special Spaces.

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EXHIBIT 9: SUMMARY POR AT BRANCH LEVEL (PAGE 1 OF 2)

		Pers. Count	Pers. SF	Support SF	Mission SF	Special SF	NSF	Circ.	ABOA
<b>RA Regional Administrator</b>									
90711000	Immed Ofc, Regl Admr - Reg 7	9	1,310	1,270			2,580	1,163	3,743
90714008	Office Of Public Affairs	28	2,442		1,355		3,797	1,710	5,507
90715000	Enforcement Coordination Office	11	1,020				1,020	459	1,479
907180ss	Support Space			175			175	79	254
<b>Total for RA :</b>		<b>48</b>	<b>4,772</b>	<b>1,445</b>	<b>1,355</b>		<b>7,572</b>	<b>3,411</b>	<b>10,983</b>
<b>CNSL Office of the Regional Counsel</b>									
90719101	Immed Ofc, Office Of Regional Counsel	12	1,230		175		1,405	633	2,038
90719800	Air Branch	13	1,330		175		1,505	678	2,183
90719900	Chemical Management Branch	13	1,250		175		1,425	642	2,067
90719701	Superfund Branch	13	1,310		175		1,485	669	2,154
90719601	Water Branch	11	1,130		175		1,305	588	1,893
907199ss	Support Space			1,045			1,045	471	1,516
<b>Total for CNSL :</b>		<b>62</b>	<b>6,250</b>	<b>1,045</b>	<b>875</b>		<b>8,170</b>	<b>3,681</b>	<b>11,851</b>
<b>PLMG Office of Policy and Management</b>									
90741000	Immed Ofc, Asst Regl Admr For Policy &	9	670		880		1,550	699	2,249
90741200	EEO Office	2	180		100		280	126	406
90741100	Program Operations & Integration Staff	13	1,150				1,150	518	1,668
90743200	Planning, Budget & Analysis Team	4	340				340	153	493
90743102	Immed Ofc, Resources & Financial	9	790				790	356	1,146
90743411	Immed Ofc, Grants Management Section	11	950				950	428	1,378
90743311	Immed Ofc, Acquisition & Contracts	13	1,110				1,110	500	1,610
90743610	Immed Ofc, Financial Management	7	630				630	284	914
90744100	Immed Ofc, Human Resources &	1	150		100		250	113	363
90744200	Human Resources Team	7	580				580	261	841
90744300	Employee & Organizational Development	4	340				340	153	493
90745101	Immed Ofc, Safety, Infrastructure &	4	460				460	208	668
90745700	Infrastructure Support Services Section	19	710				710	320	1,030
90745801	Information Resources Management	46	1,190				1,190	536	1,726
907459ss	Support Space			1,340			1,340	604	1,944
<b>Total for PLMG :</b>		<b>149</b>	<b>9,250</b>	<b>1,340</b>	<b>1,080</b>		<b>11,670</b>	<b>5,259</b>	<b>16,929</b>
<b>AWMD Air and Waste Management Division</b>									
90761003	Immed Ofc, Air & Waste Management	8	834				834	376	1,210
90765100	Air Planning & Development Branch,	3	310		150		460	208	668
90765200	Atmosphere Programs Section	8	710				710	320	1,030
90765300	Community Partnerships Section	8	710				710	320	1,030
90762002	Air Permitting & Compliance Branch	16	1,350		100		1,450	653	2,103
90766001	Chemical Risk Information Branch	16	1,350				1,350	608	1,958
90763003	RCRA Corrective Action & Permits	23	1,750				1,750	788	2,538
90764002	RCRA Enforcement & State Programs	15	1,270		100		1,370	617	1,987
90768002	Storage Tanks & Oil Pollution Branch	12	960				960	432	1,392
90769001	Solid Waste Pollution Prevention Branch	8	710				710	320	1,030
907699ss	Support Space			1,235			1,235	557	1,792
<b>Total for AWMD :</b>		<b>117</b>	<b>9,954</b>	<b>1,235</b>	<b>350</b>		<b>11,539</b>	<b>5,199</b>	<b>16,738</b>
<b>ENSV Environmental Services Division</b>									
90781000	Immed Ofc, Environmental Services	17	1,486		165		1,651	744	2,395
90786007	Environmental Assessment & Monitoring	24	1,942				1,942	875	2,817
90788001	Environmental Field Compliance Branch	19	1,590				1,590	716	2,306
90789207	Inorganic Chemistry Section	8	660				660	297	957
90789300	Organic Chemistry Section	5	420				420	189	609
90789400	Analytical Support & Response Section	9	740				740	333	1,073
907894ss	Support Space			1,085			1,085	489	1,574
<b>Total for ENSV :</b>		<b>82</b>	<b>6,838</b>	<b>1,085</b>	<b>165</b>	<b>INITIALS:</b>	<b>6,988</b>	<b>3,643</b>	<b>11,731</b>



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EXHIBIT 9: SUMMARY POR AT BRANCH LEVEL (PAGE 2 OF 2)

	Pers. Count	Pers. SF	Support SF	Mission SF	Special SF	NSF	Circ.	ABOA
<b>SUPR Superfund Division</b>								
90751002 Immed Ofc, Superfund Division	25	1,870		395		2,265	1,023	3,288
90752003 Superfund TA & Reuse Branch	13	1,110		100		1,210	545	1,755
90754002 Iowa/Nebraska Remedial Branch	15	1,340				1,340	604	1,944
90753001 Missouri/Kansas Remedial Branch	22	1,830				1,830	824	2,654
90755001 Special Emphasis Remedial Branch	17	1,450		100		1,550	698	2,248
90756100 Immediate Ofc, Emergency Response &	10	890				890	401	1,291
90756200 Planning & Preparedness North Section	7	580				580	261	841
90757100 Immed Ofc, Emergency Response &	10	870				870	392	1,262
90757200 Planning & Preparedness South Section	11	970				970	437	1,407
907579ss Support Space			1,260			1,260	568	1,828
<b>Total for SUPR :</b>	<b>130</b>	<b>10,910</b>	<b>1,260</b>	<b>595</b>		<b>12,765</b>	<b>5,753</b>	<b>18,518</b>
<b>WWPD Water, Wetlands and Pesticides Division</b>								
90791001 Immed Ofc, Water, Wetlands &	6	720		435		1,155	521	1,676
90793100 Drinking Water Management Branch	21	1,750				1,750	788	2,538
90797000 Waste Water & Infrastructure	17	1,430				1,430	644	2,074
90794100 Toxics and Pesticides Branch, Immediate	12	1,030				1,030	464	1,494
90794200 Pesticides Section	12	1,030				1,030	464	1,494
90798000 Water Enforcement Branch	15	1,270		100		1,370	617	1,987
90796002 Water Quality Management Branch	15	1,270		150		1,420	640	2,060
90799001 Watershed Planning & Implementation	15	1,410				1,410	636	2,046
90799100 Watershed Support, Wetlands and	8	710				710	320	1,030
907999ss Support Space			1,240			1,240	559	1,799
<b>Total for WWPD :</b>	<b>121</b>	<b>10,620</b>	<b>1,240</b>	<b>685</b>		<b>12,545</b>	<b>5,653</b>	<b>18,198</b>
<b>ATSDR ATSDR</b>								
907ATSDR ATSDR	4	390	10	525		925	418	1,343
<b>Total for ATSDR :</b>	<b>4</b>	<b>390</b>	<b>10</b>	<b>525</b>		<b>925</b>	<b>418</b>	<b>1,343</b>
<b>CID Criminal Investigation Division</b>								
907CID CID	15	1,610	30	1,850		3,490	1,572	5,062
<b>Total for CID :</b>	<b>15</b>	<b>1,610</b>	<b>30</b>	<b>1,850</b>		<b>3,490</b>	<b>1,572</b>	<b>5,062</b>
<b>OIG Office of Inspector General</b>								
907OIG OIG	11	1,230	20	1,450		2,700	1,217	3,917
<b>Total for OIG :</b>	<b>11</b>	<b>1,230</b>	<b>20</b>	<b>1,450</b>		<b>2,700</b>	<b>1,217</b>	<b>3,917</b>
<b>CONT Region 07 Contractors</b>								
907con00 Contractors	3	64	5			69	31	100
<b>Total for CONT :</b>	<b>3</b>	<b>64</b>	<b>5</b>			<b>69</b>	<b>31</b>	<b>100</b>
<b>SUPP Support Space</b>								
907s1sup RA Suite Support								
907s2sup Mission Support Space								
907s3sup Floor Distributed Support Spaces			5,950			5,950	2,678	8,628
<b>Total for SUPP :</b>			<b>5,950</b>			<b>5,950</b>	<b>2,678</b>	<b>8,628</b>
<b>SPEC Special Spaces</b>								
907s4spl Special Spaces					50,650	50,650	5,069	55,719
<b>Total for SPEC :</b>					<b>50,650</b>	<b>50,650</b>	<b>5,069</b>	<b>55,719</b>
<b>GRAND TOTAL :</b>	<b>742</b>	<b>61,668</b>	<b>14,665</b>	<b>8,930</b>	<b>50,650</b>	<b>136,133</b>	<b>43,584</b>	<b>179,717</b>

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## 6.0 BASE BUILDING PROVISIONS & OTHER TECHNICAL REQUIREMENTS

### 6.1 ENTRANCE & FLOOR ELEVATOR LOBBIES

#### A. Entrance Lobby

The entrance lobby shall be the focal point of the building and a space to which all other spaces in the facility relate. The lobby shall be an extension of the exterior of the building and an aesthetically pleasing transition to the interior spaces. The lobby, because of intensive public use and visibility, requires a high degree of visual detail and finish. Both the lobby floor and walls shall be finished in durable, sustainable and attractive materials that shall be long lived and age well. Floor materials shall include slip-resistant tiles, stone or terrazzo and carpet accents may be used in special locations, such as seating areas. The lobby shall be designed such that there is significant daylight penetration.

The entrance lobby shall also include the following:

- Security/ Information Desk
- Visitor Screening Station
- Seating area

#### B. Floor Elevator Lobbies

The elevator lobby on each floor shall convey an image befitting a large and vital government organization. The lobby must complement the base building design through the use of materials that relate to the interior design scheme which will provide an appropriate transition to the interior spaces. Materials used shall be rich in appearance, easily maintained, and project a sense of permanence. Appropriate materials for the lobby include fabric based wall covering, furniture grade wood and quality carpet with borders. The lobby design shall incorporate special lighting that will serve not only to provide proper illumination but also to highlight design features. Sprinkler heads must be concealed.



### 6.2 SHIPPING/RECEIVING AND LOADING DOCK

#### A. Loading Dock

The building shall have an enclosed loading dock with two truck wells. All incoming deliveries, including large items, such as furniture and equipment, will be processed, stored and distributed from this location. Provide adequate room to accommodate entrance and egress of tractor-trailer units of at least 80 feet in total length, or the maximum permitted by applicable local regulations, whichever is less. The Loading dock shall be designed to provide access for tractor-trailer units of 102 inches in total width with at least 15-18 feet for proper maneuvering. The Dock shall have a minimum clearance of 14 feet for tractor-trailer units, plus two or more feet for overhead lighting or ductwork. Ramps must be designed to avoid high-centering of trailers.

- The dock must be level for the trailer as the stop point (52+ feet)
- The dock must be well lighted.
- Provide for drainage.
- Provide a hose bib connection at the dock.
- Provide for adequate ventilation for truck engines.

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**6.4 BICYCLE STORAGE AND SHOWER FACILITIES**

At least 10 secure bicycle racks and/ or storage shall be provided within 200 feet of a building entrance.

**6.5 DATA AND TELECOM REQUIREMENTS**

LAN Rooms are to be provided on each EPA occupied floor. These should be centrally located and vertically stacked/aligned so as to minimize the cable length and angular transitions between the server equipment and the end-user computers. These rooms shall be at least 100 sf each. The criteria for location on the floor is dictated by the cabling length limitation of 90 meters (295 ft) between the point of connection at the rack and termination point at the farthest data outlet on the floor, including all horizontal and vertical runs, per EIA/TIA standards. Depending on the floor plate size and the available routing distance, additional room(s) on the floor may be required if the distance limit is exceeded even with a central location. Multiple conduits will be required to carry cables from the Server/Network room to one LAN Room for vertical risers/feeds to all other LAN Rooms. Equipment to be housed in these rooms includes communications equipment racks, switches and UPS.

The LAN Rooms shall house an integral cable riser pathway consisting of six (6) 4-inch sleeves, including one that may be designated for the use of EPA's security systems.

The HVAC system should provide 24/7 cooling to the rooms. Lessor shall verify specific equipment heat loads and other requirements for each room prior to finalizing design. Supply air from the regular air handling units shall be introduced to the rooms to provide for the code required outside air.

Building Management Systems and other base building service panels shall not be housed in these spaces. EPA's security system panel, if required, may be housed in this space.

The LAN Rooms shall also comply with the following requirements:

- Not be located directly adjacent to electrical switchgear, transformers, mechanical equipment rooms, large pumps or other potential sources of electromagnetic interference.
- Cable distribution shall not be impeded by any adjacent building elements such as elevator shafts, stairwells and electrical rooms.
- Must be protected from potential sources of flooding; no pipes intended for fluids or gas shall transition through these rooms.
- Designed in accordance with the following criteria:
  - Location Minimum one per floor placed a maximum of 90 meters (295 feet) in cable length, from any served workstation.
  - Size Approximately 100 sf, rectangular, no less than 10-feet wide.
  - Construction Slab-to-slab CMU or 9-ga expanded metal lath in drywall.
  - Finish 3/4" thick sheets of FR plywood (unpainted), with fire-rating stamp on the visible side.
  - Ceiling Exposed to slab above. Slab sealant-finished to reduce dust.
  - Floor Finish Sealed with static dissipative coating/sealant. Raised floor environment only if adjacent spaces are on raised floor.
  - Doors 36" W x 96" H outward opening with 1800 hinges, automatic door closers, lockable, with proximity card reader access control.
  - Temp Range 70 ± 2 deg F on a 24/7 basis; Dedicated Air conditioning units shall be up flow and/or down flow units, as required to meet the equipment heat loads generated in the rooms

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- Construction Slab-to-slab, CMU. Structural live load capacity of 150 psf. Vapor barrier on external walls, if any
- Finishes 3/4" thick sheets of FR plywood (unpainted), with fire-rating stamp on the visible side
- Ceiling Exposed to slab above; Slab sealant-finished to reduce dust
- Floor Static dissipative coating/sealant on slab. No access floor unless adjacent floor areas have access floor
- Doors 72" wide x 84" high outward opening with removable astragal, lockable. Card access control required.
- Temp Range 68 ± 2 deg F on a 24/7 basis
- Humidity Range 45% ± 5% RH on a 24/7 basis
- Electrical Load Assume 50 W/sf;
- Convenience Power 120VAC quad outlet on each wall, on emergency generator
- Electrical Power Dedicated PDU within the space
- Fire Suppression Side wall-mounted wet sprinklers with caged heads; Separate zone for this space with dedicated flow and tamper switches and alarms
- Cable Support Ladder runways, 18"W x 4"D mounted at 8'-0" AFF and approximately 3' from the inside face of the wall to the nearest edge of the ladder
- Grounding 1/4"x4"x20" copper bar on insulated standoffs, wall mounted in the CPE per TIA-607 grounding system.

## 6.8 ROOF MOUNTED EQUIPMENT

EPA utilizes a number of roof-mounted communication devices (i.e., radio antennas and satellite dishes) and an atmospheric data collection station. These installations require a roof location free from electronic interference from power lines and high power communication waves. The facility roof must also provide secure access to EPA employees and an unobstructed exposure to the south southeast.

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**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
	PERFORMANCE	10	552.270-17
11		552.270-18	Default in Delivery—Time Extensions (Variation)
12		552.270-19	Progressive Occupancy
13		552.270-21	Effect of Acceptance and Occupancy
14		552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
15		552.270-10	Failure in Performance
16		552.270-22	Default by Lessor During the Term
17		552.270-7	Fire and Casualty Damage
18		552.270-8	Compliance with Applicable Law
19		552.270-12	Alterations
20	552.270-29	Acceptance of Space (Variation)	
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

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GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

**1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
  - (1) acts of God or of the public enemy,
  - (2) acts of the United States of America in either its sovereign or contractual capacity,
  - (3) acts of another contractor in the performance of a contract with the Government,
  - (4) fires,
  - (5) floods,
  - (6) epidemics,
  - (7) quarantine restrictions,
  - (8) strikes,
  - (9) freight embargoes,
  - (10) unusually severe weather, or
  - (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

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**2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)**

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 assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**3. 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.

**4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (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 nondisturbance 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 attorned 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.

**5. 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.

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(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 prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**6. 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.

**7. 552.270-26 NO WAIVER (SEP1999)**

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.

**8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)**

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.

**9. 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.

**10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)**

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

**11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)**

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:

- (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a

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term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
  - (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
  - (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
  - (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

**12. 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.

**13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)**

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.



**14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)**

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and 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.

**15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)**

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all

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administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

**16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)**

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

**17. 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2008)**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. 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.

**18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)**

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

**19. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)**

(a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.

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- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

**21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)**

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
  - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
  - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
  - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

**22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)**

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation.
- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly

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as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.

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- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**23. 552.232-75 PROMPT PAYMENT (SEP 1999)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
- (i) When the date for commencement of rent falls on the 15<sup>th</sup> day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15<sup>th</sup> day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
- (i) The 30<sup>th</sup> day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30<sup>th</sup> day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30<sup>th</sup> day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
- (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

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- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* 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 1 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.

**24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)**

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
  - (1) Designate a financial institution for receipt of EFT payments.
  - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
  - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (2) Number of account to which funds are to be deposited.
  - (3) Type of depositor account ("C" for checking, "S" for savings).
  - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
  - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
  - (2) Lessor's name.
  - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

**25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)**

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

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- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

**26. 552.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (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.

**27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)**

- (a) When space is offered and accepted, the ANSI/BOMA Office Area 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 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 ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

**28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)**

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

- (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

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solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"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.

"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.

"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.

**29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

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- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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**32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
  - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c)
- (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
    - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
    - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
    - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
    - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
  - (2)
    - (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
      - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
      - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
    - (ii) An offset shall not be allowed if—
      - (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
      - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the

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Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

- (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

**33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

**34. 552.270-14 CHANGES (SEP 1999) (VARIATION)**

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or
  - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or

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- (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

**35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

**36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)**

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - (2) For which cost or pricing data are required; or
  - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

**37. 52.233-1 DISPUTES (JUL 2002)**

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

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- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)**

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

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

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- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
  - (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion;
  - (iv) Transfer;
  - (v) Recruitment or recruitment advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

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

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

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

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an

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establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
  - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.

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- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

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

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
- (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
  - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

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the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government

- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
- (1) The name of the subcontractor.
  - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

**46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

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(c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

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47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(Applicable to leases over \$500,000.)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

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- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
    - (A) Whether small business concerns were solicited and, if not, why not;
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
    - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
    - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
    - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
    - (G) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact—
    - (A) Trade associations;
    - (B) Business development organizations;
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
    - (D) Veterans service organizations.
  - (v) Records of internal guidance and encouragement provided to buyers through—
    - (A) Workshops, seminars, training, etc.; and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

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- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
  - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
  - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 9KS2054	Dated 11-15-2010
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Complete appropriate boxes, sign the form, and attach to offer.

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

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

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

(b) **Representations.**

- (1) The Offeror represents as part of its offer that it  is,  is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 128; and
- (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 128, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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GSA FORM 3518 PAGE 1 (REV 1/07)

(c) **Definitions.** As used in this provision—

**"Service-disabled veteran-owned small business concern"—**

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**"Small business concern"** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

**"Veteran-owned small business concern"** means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

**"Women-owned small business concern"** means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-6 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) **Representation.** [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it  is a women-owned business concern.

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GSA FORM 3518 PAGE 2 (REV 1/07)

**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1989)**

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

The Offeror represents that—

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

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GSA FORM 3518 PAGE 3 (REV 1/07)









(d) **Taxpayer Identification Number (TIN).**

- TIN: 13-4074403  
TIN has been applied for.  
TIN is not required because:  
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
 Offeror is an agency or instrumentality of a foreign government;  
 Offeror is an agency or instrumentality of the Federal government;

(e) **Type of organization.**

- Sole proprietorship;  
 Partnership;  
 Corporate entity (not tax-exempt);  
 Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);  
 Foreign government;  
 International organization per 26 CFR 1.6049-4;  
 Other XXXXXXXXXX

(f) **Common Parent.**

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
 Name and TIN of common parent:

Name Lexington Realty Advisors, Inc.

TIN 13-4074403

**9. 52.204-6 - Data Universal Numbering System (DUNS) Number (OCT 2003)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—  
(i) if located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) if located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:  
(i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
(iii) Company physical street address, city, state and zip code.  
(iv) Company mailing address, city, state and zip code (if separate from physical).  
(v) Company telephone number.  
(vi) Date the company was started.  
(vii) Number of employees at your location.  
(viii) Chief executive officer/key manager.  
(ix) Line of business (industry).  
(x) Company Headquarters name and address (reporting relationship within your entity).

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**10. DUNS NUMBER (JUN 2004)**

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


DUNS # 96-543-9578

**11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)**

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

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Lexington LAC Lenexa L.P. One Penn Plaza, Suite 4015 New York, NY 10119-4015	(212) 692-7200
	By: Lexington LAC Manager LLC, its general partner	
	 _____ Signature	<u>11-15-2010</u> Date

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GSA FORM 3518 PAGE 7 (REV 1/07)



# III LEED 2009 O&M SCORECARD

GSA - EPA 11201 Renner Boulevard Lenexa, KS

LEED EB O and M Scorecard as of November 2010

**86** **9** **15** **Total Project Score** Possible Points **110**

Certified: 40 points Silver: 50 points Gold: 60 points Platinum: 80 points

17		1		0		Sustainable Sites		Possible Points		28	
Y	?	N									
Y							No prerequisites				
4							Credit 1 LEED certified Design & Construction		4		
1							Credit 2 Building Exterior and Hardscape Mgt Plan		1		
1							Credit 3 Integrated Pest Mgt, Erosion Cntrl & Landscape Mgt Plan		1		
3							Credit 4.1 Alternative Commuting Transportation: 10%		3		
4							Credit 4.2 Alternative Commuting Transportation: 25%		4		
1		3					Credit 4.3 Alternative Commuting Transportation: 50%		4		
4							Credit 4.4 Alternative Commuting Transportation: 75%+		4		
1							Credit 5 Reduced Site Dist. Protect or Restore Open Space		1		
1							Credit 6 Stormwater Management		1		
1							Credit 7.1 Heat Island Effect, Non-Roof		1		
1							Credit 7.2 Heat Island Effect, Roof		1		
1							Credit 8 Light Pollution Reduction		1		

0		2		0		Materials & Resources		Possible Points		10	
Y	?	N									
Y							Prereq 1.1 Sustainable Purchasing Policy				Req'd
Y							Prereq 1.2 Solid Waste Mgt. Policy				Req'd
1							Credit 11 Sustainable Purch. - Ongoing Consumables, 80%		1		
1							Credit 21 Sustainable Purch. - Durable Goods, electric		1		
1							Credit 22 Sustainable Purch. - Durable Goods, furniture		1		
1					1		Credit 3 Sustainable Purch. - Facility Alterations & Additions		1		
1							Credit 4 Sustainable Purch. - Reduced Mercury in Lamps, 90 pp/tum-hr		1		
1							Credit 5 Sustainable Purch. - Food		1		
1							Credit 6 Solid Waste Mgt. - Waste Stream Audit		1		
1							Credit 7.1 Solid Waste Mgt. - Ongoing Consumables, 50%		1		
1							Credit 8 Solid Waste Mgt. - Durable Goods		1		
1					1		Credit 9 Solid Waste Mgt. - Facility Alterations & Additions		1		

11		2		1		Water Efficiency		Possible Points		14	
Y	?	N									
Y							Prereq 1 Minimum Indoor Plumb Fixture and Fitting Efficiency				Req'd
1							Credit 11.1 Water Performance Measurement: Whole Building Metering		1		
1							Credit 11.2 Water Performance Measurement: Submetering		1		
1							Credit 2.1 Add Indoor Plumb Fixture and Fitting Efficiency - 10%		1		
2							Credit 2.2 Add Indoor Plumb Fixture and Fitting Efficiency - 20%		2		
2							Credit 2.3 Add Indoor Plumb Fixture and Fitting Efficiency - 30%		2		
1							Credit 3.1 Water Efficient Landscaping - Reduce Potable Water Use by 50%		1		
2							Credit 3.2 Water Efficient Landscaping - Reduce Potable Water Use by 75%		2		
1							Credit 3.3 Water Efficient Landscaping - Reduce Potable Water Use by 100%		2		
1							Credit 4.1 Cooling Tower Water Mgt - Chemical Management		1		
1							Credit 4.2 Cooling Tower Water Mgt - Non-Potable Water Sources		1		

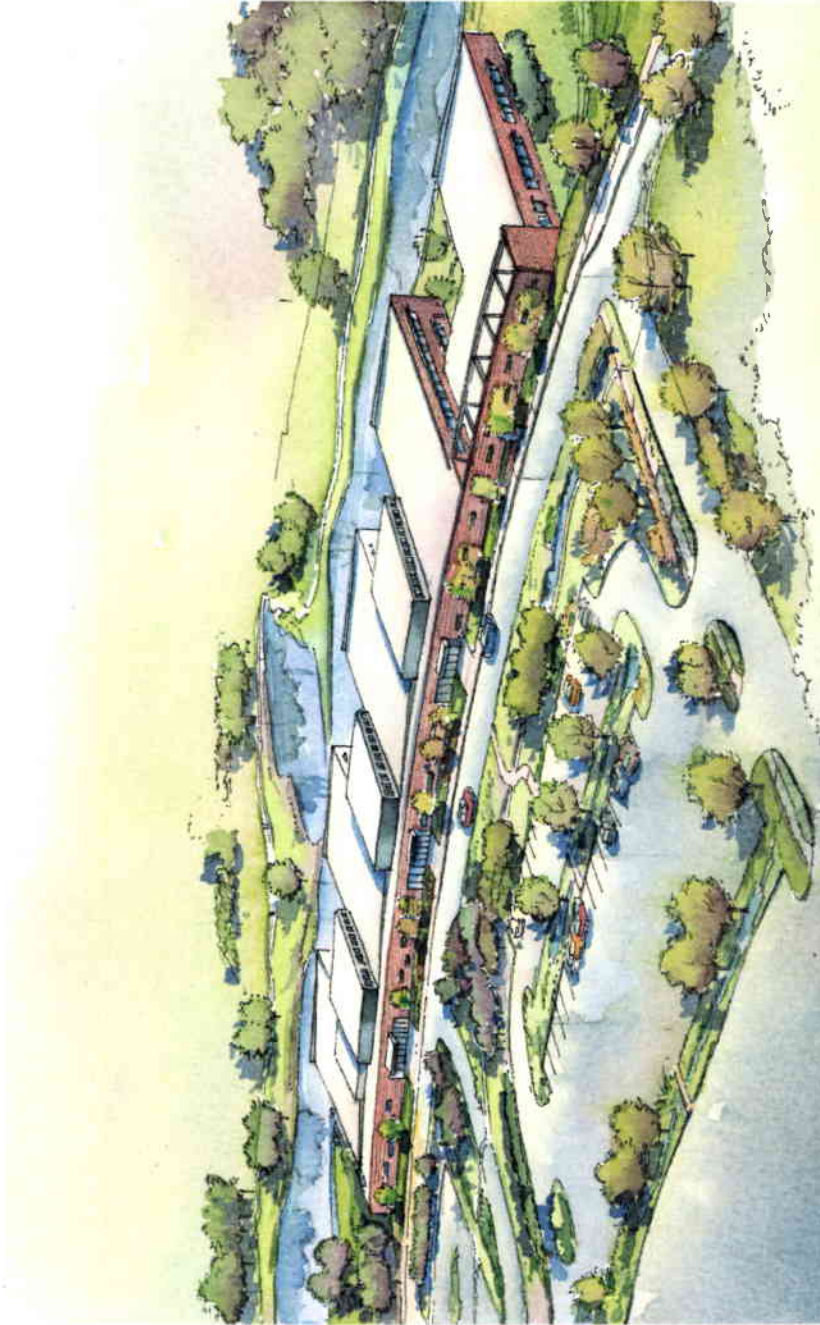
13		1		1		Indoor Environmental Quality		Possible Points		15	
Y	?	N									
Y							Prereq 1 Minimum IAQ Performance				Req'd
Y							Prereq 2 Environmental Tobacco Smoke (ETS) Control				Req'd
Y							Prereq 3 Green Cleaning Policy				Req'd
1							Credit 11.1 IAQ Mgt. Program		1		
1							Credit 11.2 Outdoor Air Delivery Monitoring		1		
1							Credit 13 Increased Ventilation		1		
1							Credit 14 Reduce Particulates In Air Distribution		1		
1							Credit 15 IAQ Management Plan: During Construction		1		
1							Credit 21 Occupant Comfort - Occupant Survey		1		
1							Credit 22 Controllability of Systems: Lighting		1		
1							Credit 23 Occupant Comfort - Thermal Comfort Monitoring		1		
1							Credit 24 Occupant Comfort - Daylight & Views: 50% Daylight/45% Views		1		
1							Credit 31 Gm Clean. - High Performance Cleaning Program		1		
1							Credit 32 Gm Clean. - Custodial Effectiveness Assessment, <3		1		
1							Credit 33 Gm Clean. - Purch of Sustainable Cleaning Products & Materials		1		
1							Credit 34 Gm Clean. - Sustainable Cleaning Equipment		1		
1							Credit 35 Gm Clean. - Indoor Chemical & Pollutant source Control		1		
1							Credit 36 Gm Clean. - Indoor Integrated Pest Management		1		

27		3		6		Energy & Atmosphere		Possible Points		35	
Y	?	N									
Y							Prereq 1 Energy Efficiency Best Mgt. Practices				Req'd
Y							Prereq 2 Minimum Energy Performance				Req'd
Y							Prereq 3 Refrigerant Mgt. - Ozone Protection				Req'd
1							Credit 1 Optimize Energy Performance		1 to 16		
1							Energy Star Rating - 71 / Above National Average: 21%		1		
1							Energy Star Rating - 73 / Above National Average: 23%		1		
2							Energy Star Rating - 75 / Above National Average: 25%		2		
2							Energy Star Rating - 77 / Above National Average: 27%		2		
2							Energy Star Rating - 79 / Above National Average: 29%		2		
2							Energy Star Rating - 81 / Above National Average: 31%		2		
2							Energy Star Rating - 83 / Above National Average: 33%		2		
1							Energy Star Rating - 85 / Above National Average: 35%		1		
1							Energy Star Rating - 87 / Above National Average: 37%		1		
1							Energy Star Rating - 89 / Above National Average: 39%		1		
1							Energy Star Rating - 91 / Above National Average: 41%		1		
1							Energy Star Rating - 93 / Above National Average: 43%		1		
1							Energy Star Rating - 95+ / Above National Average: 45% +		1		
2							Credit 2.1 Existing Building Commissioning: Investigation & Analysis		2		
2							Credit 2.2 Existing Building Commissioning: Implementation		2		
2							Credit 2.3 Existing Building Commissioning: Ongoing Commissioning		2		
1							Credit 3.1 Performance Measurement: Building Automation System		1		
1							Credit 3.2 Performance Measurement: System Level Metering, 40%		1		
1							Credit 3.3 Performance Measurement: System Level Metering, 80%		1		
1							Credit 4.1 Renewable Energy: Onsite 3% / Offsite 25%		1		
2							Credit 4.2 Renewable Energy: Onsite 6% / Offsite 50%		2		
1							Credit 4.3 Renewable Energy: Onsite 9% / Offsite 75%		2		
1							Credit 4.4 Renewable Energy: Onsite 12% / Offsite 100%		1		
1							Credit 5 Refrigerant Mgt.		1		
1							Credit 6 Emissions Reduction Reporting		1		

6		0		0		Innovation & Design Process		Possible Points		6	
Y	?	N									
1							Credit 1 Innovation In Operations		1		
1							Credit 2 Innovation In Operations		1		
1							Credit 3 Innovation In Operations		1		
1							Credit 4 Innovation In Operations		1		
1							Credit 2 LEED™ EB Accredited Professional		1		
1							Credit 3 Documenting Sustainable Building Cost Impacts		1		

4		0		0		Regional Priority Credits		Possible Points		4	
Y	?	N									
1							Credit 11 Region Specific Environmental Priority: Region Defined		1		
1							Credit 12 Region Specific Environmental Priority: Region Defined		1		
1							Credit 13 Region Specific Environmental Priority: Region Defined		1		
1							Credit 14 Region Specific Environmental Priority: Region Defined		1		





Overall Facility Aerial Rendering Looking Northeast

INITIALS:

MS  
LESSOR

&

[Signature]  
GOVT

**General Services Administration**  
Solicitation for Offers Number 9KS2054

**bedebille nelson immerschuh mcbowell architects**

View Looking Northeast

November 2010

188 West 14th Street, Suite 200, Kansas City, Mo. 64105 816 783 1500 1 816 783 1501 [naim.com](http://naim.com)

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New South Expansion Rendering Looking Southwest

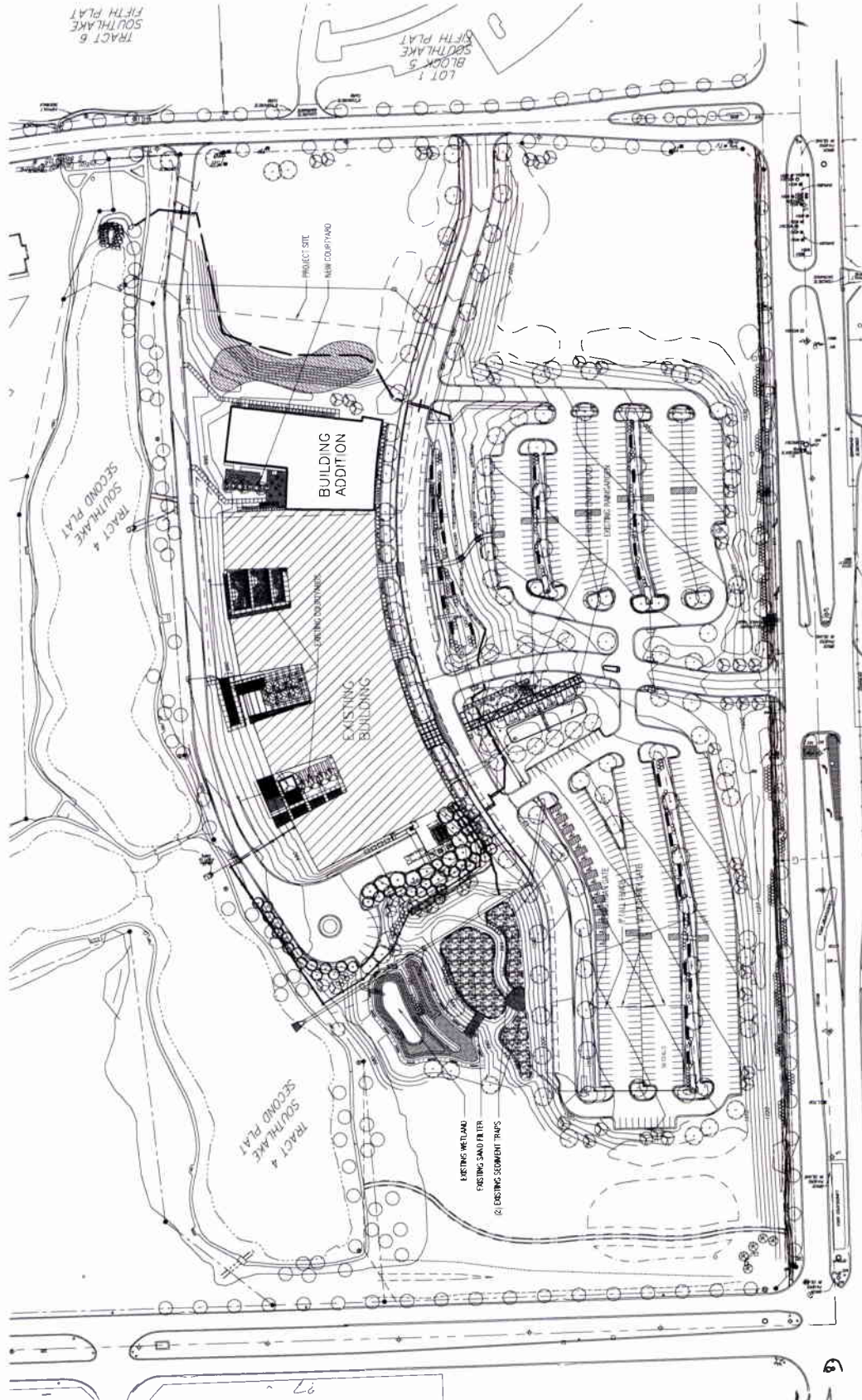
**General Services Administration**  
Solicitation for Offers Number 9KS2054

**B N I M** berkshire nation immerichain mcdowell architects

View Looking Southwest

November 2010  
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Overall Site Plan

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INITIALS:

LESSOR

GOVT



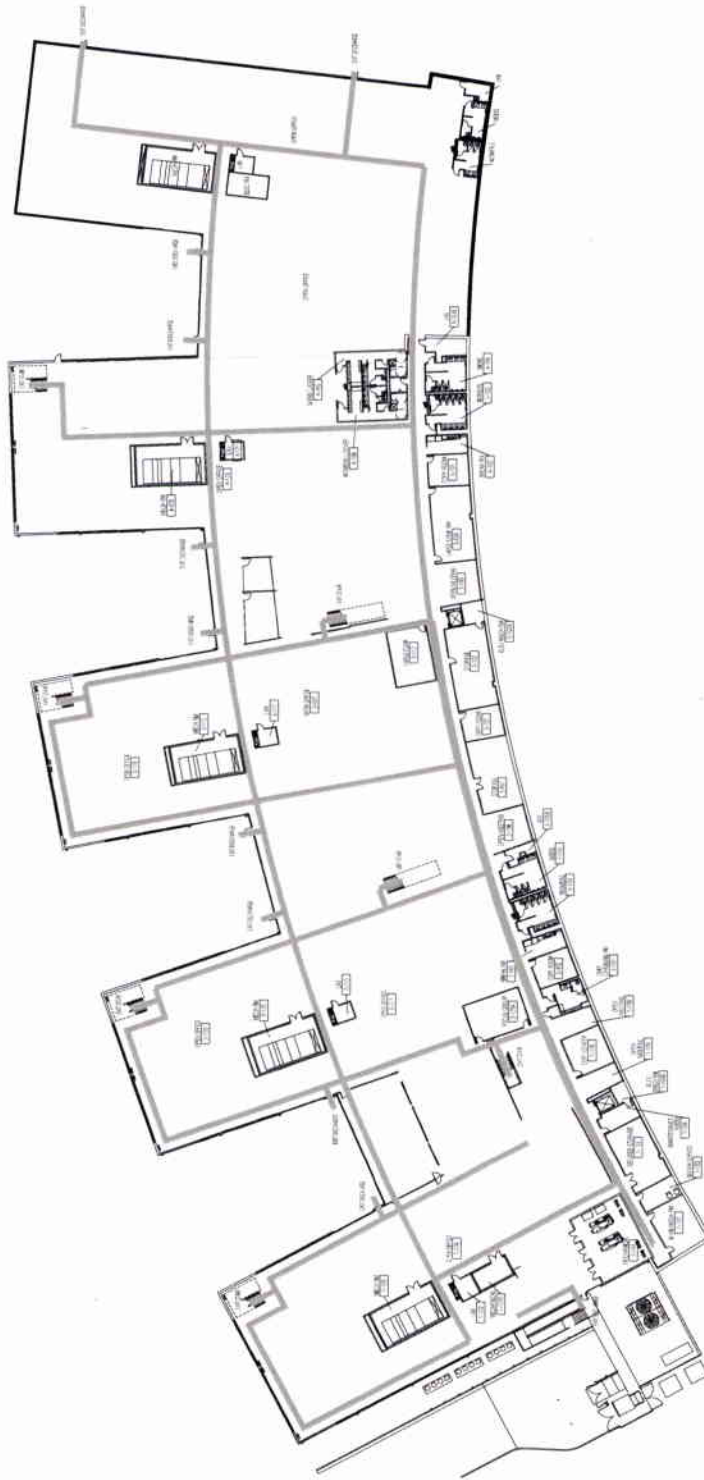












Lower Level Exit Plan - Shell

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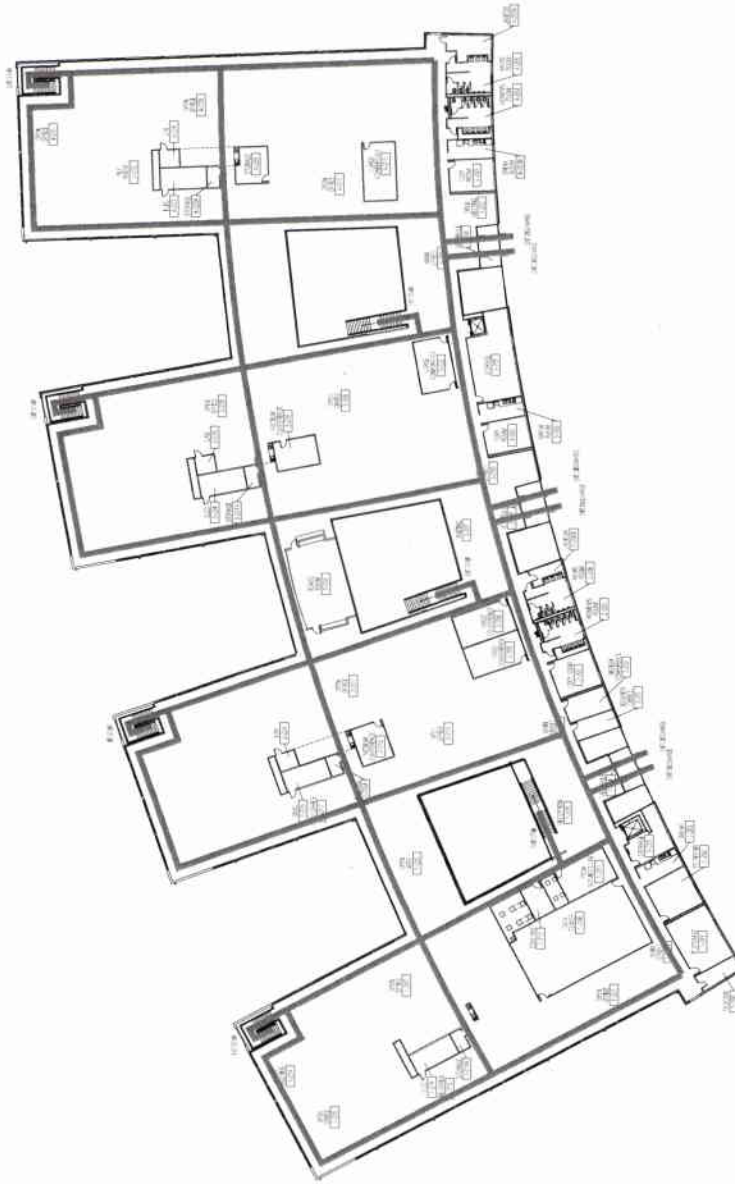
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**B L M** bmdtalle redson immenschuh mcbowell architects

INITIALS:

*AS*  
LESSOR

*GOVT*  
GOVT



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Upper Level Exit Plan - Shell

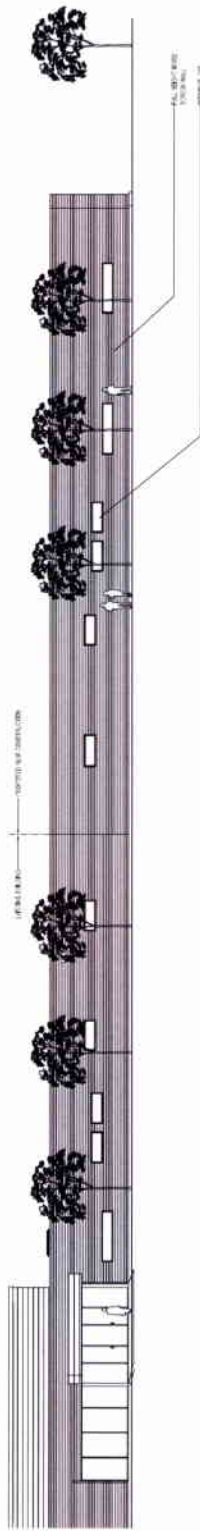


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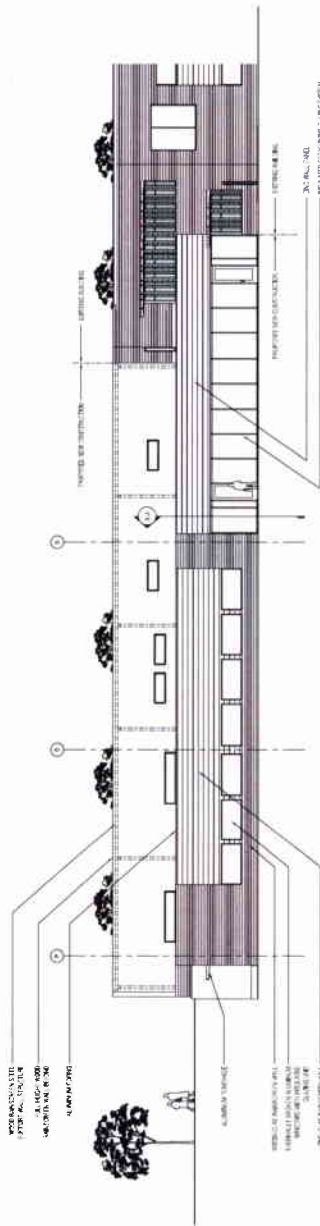
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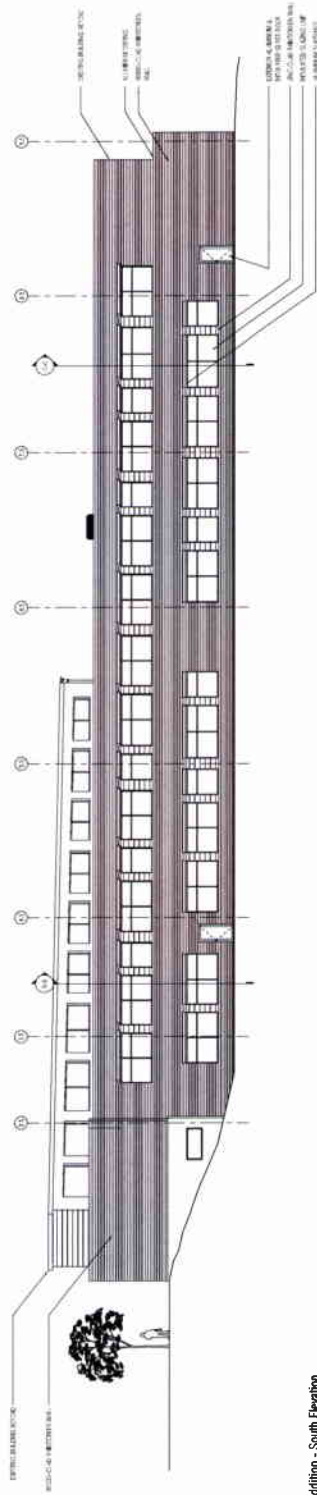
INITIALS: MM LESSOR & BNM GOVT



A-W Addition - West Elevation



A-E Addition - East Elevation



A-S Addition - South Elevation

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Addition - Elevations

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