

# 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**

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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. *Submission 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

**2.0 AWARD FACTORS AND PRICE EVALUATION**

**2.1 AWARD BASED ON PRICE AND OTHER AWARD FACTORS**

- A. The lease will be awarded to the responsible and responsive Offeror whose offer conforms to the SFO and is most advantageous to the Government, with consideration to price and other award factors listed below.
- B. The combined weight of the factors below is approximately equal in importance to price in determining the best value to the Government.
- C. The following award factors are listed in descending order of importance. Factor 1 is slightly more important than Factor 2. Factors 3 and 4 are equal in importance. Factors 1 and 2 are significantly more important than factors 3 and 4. (See "Description of Award Factors" below.)
  - 1. *Sustainability*: This factor will have 3 sub-factors of equal importance:
    - a. LEED®-NC or -CS Silver, Gold or Platinum Certification
    - b. LEED®-EBO&M Gold or Platinum Certification
    - c. Preferred Features
  - 2. *Building and Systems Design*: This factor will have 2 sub-factors listed in descending order of importance:
    - a. Mechanical and Electrical Systems
    - b. Building Design
  - 3. *Development Team Experience*
  - 4. *Development Team Past Performance*

**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 LEED®-NC certification at the Silver, Gold or Platinum level will receive greater 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 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 lesser preference under this sub-factor. Gold certification shall receive higher preference than Silver certification. Platinum certification shall receive higher preference than Gold certification.
- 2. *Sub-Factor B*: LEED®-EBO&M Gold or Platinum Certification

Offerors that commit to providing LEED®-EBO&M certification at the Gold or Platinum level will receive preference under this sub-factor. Platinum certification shall receive higher preference than Gold certification.
- 3. *Sub-Factor C*: Preferred Features

This sub-factor evaluates the degree to which an offer benefits environmental sustainability in certain areas. Offers that provide substantial or innovative environmental sustainability benefits in the following areas will be given preference:

  - a. Façade Design;
  - b. Natural Lighting and Solar Control;
  - c. Energy and Water Conservation;
  - d. Building Systems;
  - e. Stormwater Management;
  - f. Materials;
  - g. Indoor Air Quality; and

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.



**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 ½" 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<sup>®</sup> 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. Prerecorded 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.



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.



**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.



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.



**5.10 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.



**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 regular 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®-EB application throughout the lease period (except the initial LEED®-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®-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\\_portfoliomanager](http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager). 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.





**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





- 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



**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.