SOLICITATION FOR OFFERS
04-052

THE GENERAL SERVICES ADMINISTRATION
FOR
UNITED STATES GOVERNMENT

IN
WASHINGTON, DC

NAME: Tawanda Beverly

TITLE: Contracting Officer

NATIONAL CONTRACT BROKER: Trammell Crow Company

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

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

A. The General Services Administration (GSA) is interested in leasing a range of approximately 150,000 to 175,000 ANSI/BOMA Office Area (previously usable) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO). Offered space must be located in a single building.

B. 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 square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.

C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered 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, then the Government will advise the Offeror that the offer is unacceptable.

D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION

Washington, D.C., Foggy Bottom area bound as follows:

North - Pennsylvania Avenue
South - Constitution Avenue
East - 18th Street, N.W.
West - 23rd Street, N.W.

1.3 LOCATION: CITY CENTER (SEP 2000)

A. NEIGHBORHOOD:

1. 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.

B. PARKING:

1. 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 1,750 rentable square feet of Government-demised area. In parking facilities controlled by the Government, the Government reserves the right to search all vehicles and individuals entering the facility.

C. LOCATION AMENTITIES:

a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants shall be located within five (5) blocks. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within five blocks.

1.4 UNIQUE REQUIRMENTS

A. Fresh Air Intakes: outside air intakes for all air handling vents serving office floors, including Lower Levels should be located at the 6th floor roof level. Outside air intakes for air handling units for the garage levels must be 12 feet above ground level.

B. Progressive Collapse: For all new construction, buildings must include Perimeter Progressive Collapse.

1.5 LEASE TERM (SEP 2000)

The lease term is for ten (10) years firm. There shall be one (1) ten (10) year option to renew at the then prevailing market rate. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.6 OFFER DUE DATE

Offers are due by 3:00 pm on January 31, 2006 and shall remain open until award.

1.7 OCCUPANCY DATE (SEP 2000)

Space, including all Lessor provided base building improvements and tenant improvements must be substantially completed, and an occupancy permit obtained, so as to permit occupancy to commence no later than September 1, 2009, which date shall be delayed day for day for every day the Lease is not fully executed beyond November 1, 2006. Tenant will consider occupancy earlier if the Premises are Substantially Complete. The Government is seeking to occupy the premises on a phased basis. The Lease Commencement date will be calculated based on the composite weighted average of the phased occupancy dates. The lease commencement date shall not be prior to the rent commencement date. A proposed delivery schedule reflecting such phased occupancy shall be submitted as a part of each offer. An Offeror's failure to provide such delivery schedule may render its offer technically unacceptable and ineligible for award.

1.8 HOW TO OFFER (SEP 2000)

A. One original and two copies of offers shall be hand delivered to:

GSA National Capital Region
Potomac Service Center - WPG
301 7th Street, S.W., Room 6646
Washington DC 20407

Attn: Tawanda Beverly, Contracting Officer

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO 04-052
2. SFO Attachments:

   a. Attachment #1 – Rate Structure

   b. Attachment #2 – Project Schedule
   c. Attachment #3 – Scope of work for Design and Construction Phases, Construction Schedule Tasks and Rent Commencement
   d. Attachment #4 – Fire Protection and Life Safety Evaluation – In all cases, the Offeror agrees to correct any deficiencies identified by the Government at the Offeror's sole cost and expense prior to the Government's acceptance of the space and lease commencement.
   e. Attachment #5 – Small Business Subcontracting Plan
   f. Attachment #6 – Program of Requirements (POR)
   g. Attachment #7 – GSA Form 1442, Release of Liens

3. GSA Form 1364A, Proposal to Lease Space.
4. GSA Form 1217, Lessor's Annual Cost Statement.
5. GSA Form 3517B, General Clauses.
6. GSA Form 3518, Representation and Certifications.
7. Two (2) full sets of first generation blue-line plans of space offered or, if planned construction, please submit two (2) full sets and two half-sized sets of building specifications, construction documents and structural calculations for new construction scaled at 1/8" = 1'-0" (preferred) or larger.
   a. 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, more informative plans shall be provided within five (5) days.
   b. 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.
   c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an Independent Government Estimate (IGE), the Offeror may be required to submit worksheets justifying overtime energy usage and rates. If the Government identifies a requirement for overtime heating and cooling elsewhere in this SFO, the annual cost of heating and cooling, per ANSI/BOMA office area square foot, will be discounted annually at 5 percent, in accordance with the SFO paragraph entitled "Price Evaluation".
9. 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, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

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10. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. 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.

11. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
12. A construction schedule demonstrating how Offeror will meet the Occupancy Date.
13. Adjustment for Vacant Premises reduction.
14. GSA will not conduct discussions nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including, but not limited to, a right of first offer or refusal. Offerors must certify, in writing, that no such option encumbers the space offered to GSA.
15. The Government may elect to purchase the furniture and furnishings through the Owner. As part of the offer, the Owners should specify the total mark-up in percentage of total cost above and beyond the furniture vendor cost.

C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.

D. 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 to a Government-support contractor 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 protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data.*

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:
   a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement 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 rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), 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, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO. Offeror should provide credit amounts for those areas of the warm lit shell Government identifies in Paragraph 1.10.
   b. The annual cost (per usable 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 usable and rentable square feet respectively.
   c. 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.
   d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell build-out. The Tenant Alteration Allowance shall be $41.49 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
   e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease. The price quotation shall be for approximately 150,000-175,000 ANSI/BOMA office area square feet, yielding approximately 180,000-190,000 rentable square feet, which contemplates delivery in February-May, 2009.

1.9 BUILDING SHELL REQUIREMENTS (SEP 2000)

A. The Lessor's build-out obligations in providing a building shell (at the Lessor's expense) shall include but not be limited to the following: All of these items are described in more detail in Sections 4, 5 and 6 of this SFO.

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, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation comdors 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 space leased by Government tenants; toilet rooms and drinking fountains available to Government tenants; and common spaces available to all building occupants, excluding mechanical or custodial rooms, or areas occupied by other 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 Chapter 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) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of 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 in the ARCHITECTURAL FINISHES section of 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 in the ARCHITECTURAL FINISHES section of this SFO.

6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO. Lessor will ensure that the floors located within the Government space are level throughout, and Lessor will provide test results to the Government supporting the same.

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, Fan-Powered 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 1 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

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.* Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO. Occupancy sensors shall be installed at a rate of at least 1 per 300 square feet.

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 the 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. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. *Common Area.* After completion of base building and prior to occupancy, Lessor shall clean, disinfect and paint all walls and rails in common area and stair wells.

B. The Lessor's building shell requirements shall include design, installation, and maintenance of anything included in this SFO, including the list below.Those items specifically identified in this SFO are included in the Lessor's Warm-Lit-Shell. No other finishes or equipment are included. Notwithstanding anything contained herein, all areas of the warm-lit-shell must meet the performance specifications outlined within the SFO to the extent the build-out accommodates an open space plan. The Lessor shall coordinate both the warm-lit-shell design and construction with the tenant improvement design and constructionand In all instances the entire space shall conform to the performance specifications of the SFO.

1. Mechanical, Electrical, and Plumbing (MEP) Systems (Furnish, Install and Commission): (Where appropriate a description is provided.)

   a. Fan-Powered VAV boxes (one (1) for every 1, 000 Sq. Ft.) with associated wiring and controls, account for reheat coils for exterior use and cooling only for interior use. Supply air ductwork between the VAV boxes inlet and the main riser (including horizontal loop on each floor).
   DESCRIPTION: 164 building fan-powered VAV boxes will be furnished and installed including the main duct loop. 108 Heating and cooling units and 56 cooling only units will be provided as appropriate. Control of the units is based on a zone control system as required for an open office plan. Controls for individual offices are not included.

   b. Base building should provide stubouts with Smoke/FD as necessary for each floor.
   DESCRIPTION: None are required by code.

   c. Supply air ductwork between VAV boxes, discharge plenum, and the ceiling diffusers.
   DESCRIPTION: 490 duct (flex) extensions at 8' in length each and 490 diffusers provided as required to condition space in an open office plan.

   d. Supply air diffusers and return air grills.
   DESCRIPTION: 490 diffusers (2'x2' perforated face) and 70 return air grills (2'x2' perforated face) will be provided as required to condition space in an open office plan. Air is returned through lighting fixtures therefore minimum air grills are required.

e. Fire Protection Sprinkler systems ready for TI work as necessary to provided a minimum of 100 Sq. Ft. per head.
DESCRIPTION: 1,640 sprinkler heads will be provided in uniform grid in open office area.
This number exceeds the code minimum requirement for an open office plan.

f. Fire Alarm System devices, wiring and panels to meet codes.
DESCRIPTION: Minimum devices will be provided as required by code in an open office plan. 65 combination strobe/speaker devices, 12 pull stations and 100 separate speakers will be provided.

g. Lighting Fixtures shall be high efficiency parabolic type, 2X2 equipped with T-8 or better electronic ballast. Light fixtures shall be installed at the minimum of 1 per 80 square feet.
DESCRIPTION: 2050 lighting fixtures will be provided. Minimum wiring, junction boxes as required by code in open office plan will be provided. Conduit and wiring for installation of control devices and the control devices for individual offices are not included. Lights to be controlled by occupancy sensors as provided in the item h. below.

h. Occupancy sensors shall be dual technology (Infrared and Ultrasonic) and shall be installed at a minimum of 1 per 300 square feet.
DESCRIPTION: 543 sensors will be provided. These sensors will control the lighting fixtures, except those required by code as emergency (white lights) lighting which will remain on.

i. Telephone backboard at telephone closets. The telephone rooms shall be equipped with an independent grounding/bonding system and grounding bars to enable the Government to ground the telephone and telecommunications equipment. The grounding shall be copper #6 AWG, 7 strands or larger.

2. Architectural Systems (Furnish and install): (Where appropriate a description is provided.)

a. VCT tiles in the CVTI rooms and telephone rooms.
DESCRIPTION: Approximately 300 sq. ft. is provided.

b. Finished flooring in elevator and finished floors at entrance lobbies.
DESCRIPTION: Finishes are provided and are as shown on the base building construction documents.

c. Vinyl wall covering in elevator and in entrance lobbies.
DESCRIPTION: Finishes are provided and are as shown on the base building construction documents.

d. Vinyl wall covering in Men's and Women's toilet rooms.
DESCRIPTION: Finishes are provided and are as shown on the base building construction documents.

e. Kick plates in Men's and Women's toilet rooms.
DESCRIPTION: Kick plates will be provide on one side (the side swinging in the direction of travel) of each door.

f. Acoustical Ceiling System (Grid and Tiles), 2X2 Lay-in acoustical tiles.
DESCRIPTION: 163,860 sq. ft. of acoustical ceiling system will be provided for an open office plan. Additional costs for bulkhead, penetrating and abutting partitions, or cutting and fitting of ceiling tiles and reinstalling are not included.

g. Resilient base along the perimeter walls, cores and columns.
DESCRIPTION: Resilient base will be provided at perimeter walls, core walls and free standing columns.

h. Window Blinds.
DESCRIPTION: Horizontal louvered blinds will be provided at each exterior window.

i. GWB furred (Dry-wall) for all perimeter walls and window sills.
DESCRIPTION: GWB walls at perimeter walls and window sills (stools) will be provided.

j. Prime and paint with two coats of finish paint on all dry-walled surfaces.
DESCRIPTION: Per 5.8 of the SFO, GWB exterior perimeter walls and GWB interior core walls will be spackled, sanded, and prime painted.

All architectural and engineering fees, general contractor fees and general conditions, Lessor's construction management fee, and any regulatory fees (such as permit fees, etc.) associated with the building shell shall be included in the building shell rental rate. Lessor, at Government's costs, shall be responsible for the design and construction of the telecommunication and security systems, provided that the Government submit detailed written program of requirements for these systems and recommend names of three qualified design firms and system constructions terms to the Lessor for bid and selection, based on mutually agreed upon bidders to provide best value for the Government.

Portions of work described as warm-lit-shell are included in the base building. The Lessor through its design team will make reasonable effort to coordinate design of the Tenant Improvements (TI) in order to allow the Government to efficiently install Government provided work. However, the Government must provide information regarding Government provided work to the Lessor in a timely manner in order for this coordination to occur. Lessor will also make reasonable effort in the base building work to avoid duplication or conflict of work with TI design and construction.

1.10 TENANT IMPROVEMENTS (SEP 2000)

A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. 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 SFO and GSA Form 3517, General Clauses.

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 to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING**.

C. The Government reserves the right to ask the owner to compete the tenant build-out construction contract if the owner's designated general contractor can not secure sufficient competition at the subcontractor level. All bids are subject to Independent Government Estimate (IGE) negotiations.

D. The total markup for general conditions, overhead and profit for the Lessor and general contractor for the initial tenant improvements should not exceed 12 %.

E. The Lessor's total fees for Construction Management and Coordination shall not exceed 10%.

F. For all change orders, total markup for subcontractors, general contractor and landlord shall not exceed 20 %.

G. For telecommunication and security systems, the Government will recommend two (2) qualified subcontractors from which Lessor shall solicit bids.

1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of 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, 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 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 1) reduce the Tenant Improvement requirements, or 2) pay lump sum for the overage upon completion and acceptance of the improvements.
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.

1.12 PLANS WITH OFFER (SEP 2000)

All plans 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 extension is DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

1.13 BROKER COMMISSION AND COMMISSION CREDIT (AUGUST 2005)

A. For the purposes of this SFO, Trammell Crow Company (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The Government expects that its broker will be paid a fair market commission on any specific transaction on the same basis as any local business brokerage custom and practice. The Broker will pursue any commission in connection with this lease transaction that it normally would be entitled to pursuant to local business practices, based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that any commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the Offeror shall disclose the commission to be paid to both the Offeror's agent and the Government's agent.

B. For the benefit of the Government, the Broker has agreed to forego thirty seven percent (37%) of any commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the "Commission Credit") shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to

execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

1.14 NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate 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 Contracting Officer or designee.

C. The 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 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).

1.15 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

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.

B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

C. If the offer includes annual adjustments in operating expenses, 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.

D. This must be an operating lease.

E. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.

6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

   a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

   b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

   c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

9. The option to renew will not be evaluated.

1.16 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)

A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:

1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and
2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.

B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.17 AWARD (JAN 1997)

A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.

B. The proposed lease shall consist of:

1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
2. required clauses,
3. required certifications and representations,
4. the pertinent provisions of the offer, and
5. the pertinent provisions of the SFO.

C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.18 ACCESSIBILITY FOR NEW CONSTRUCTION

To be considered for award, buildings to be constructed shall meet the new construction requirements of the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to CFR 36 Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the proceeding sentences conflicts with local accessibility requirements, the more stringent standard shall apply.

1.19 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.

B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.

C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.20 LABOR STANDARDS (AUG 2003)

A. 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 build-out) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the 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

1.21 LEASE RENEWAL OPTION

The Government shall have one (1), ten (10) year option to renew at the prevailing market rate. The term shall commence immediately after the expiration of the initial SFO firm term. The rental rate for the renewal term will be the then-current market rate that will be determined in accordance with the "Appraisal Procedure" described below:

I. In the event the Government desires to consider exercising the Renewal option, the Government will give Lessor written notice at least 360 calendar days prior to expiration of the lease.

II. Upon exercise of a renewal option, the base year for purpose of Real Estate Tax adjustments and Operating Costs escalations will be the year in which the renewal term commences.

1. Real Estate Taxes:The calendar year during which the renewal term commences will become the base year pursuant to procedures stated in paragraph 3.4 of the SFO.
2. Operating Costs: Base operating costs will be negotiated between the Lessor and the Government. They will be based upon the actual expense records for at least 2 years prior to commencement. Adjustments will be calculated during the renewal term in accordance with Paragraph 3.6 "Operating Costs." When requested by the Government, Lessor will have 30 days in which to provide actual expense records for the building.

III. APPRAISAL PROCEDURE

The following procedure will be used to determine the "market" rental rate to be paid by the Government for the Renewal Term of the Lease.

A. At least 360 calendar days prior to the expiration of the Lease, the Government will give written notification to the Lessor establishing the Government's intention to consider exercising of the Renewal Option. During the next 30 days Lessor and the Government shall attempt in good faith to negotiate the new rental rate for the Renewal Term, however if they cannot agree, then

B. Within 60 calendar days from receipt of the Government's initial notice to consider exercising Renewal option, the Lessor will provide in writing, by Certified Mail and/or Courier, to the Government the name of a licensed appraiser who is a certified Member of the Appraisal Institute (MAI) and experienced in the appraisal of commercial real estate in the Washington Metropolitan area. Said appraiser will also be required to meet all local certifications and/or licensing requirements that will be in effect at the time of the naming.

C. Within 15 calendar days of receipt of Lessor's written notice, the Government will identify an appraiser of equal qualifications. Subsequently, the following procedure will take place:

1. Within 15 Calendar days of identification of the Government's appraiser, the appraiser named by the Government and the appraiser named by the Lessor will jointly name a third appraiser of equal qualifications.
2. Within 30 calendar days of appointment of the third appraiser, the third appraiser will prepare an independent appraisal to determine the level payment Fair Annual Rental for the Government-leased premises, "as-is". The square footage being that at the time the appraisal is requested. The appraisal will be prepared consistent with local accepted appraisal standards and will assume the following conditions:

   a. Existing configuration of the space is acceptable and no additional build-out is required, except for Lessors obligations under the Lease.
   b. All improvements provided under the initial term of the SFO have been fully paid and/or amortized to the Lessor, with no further obligation from the Government and therefore should not be included as a part of the rental rate.
   c. There are no costs associated with marketing the space, i.e., commissions, lost rent, build-out, renovation, or modernization, etc., otherwise required to lease a comparable type and amount of space.
   d. The final appraisal prepared will be in complete conformance with all applicable then-current GSA regulations, policies, and procedures.

3. Upon concurrence by the first two appraisers that the appraisal was prepared according to accepted industry and professional standards and procedures, the appraisal will be delivered simultaneously to the Lessor and to the Government.
4. The Lessor will be responsible for any costs associated with the services of the first appraiser; the Government will be responsible for the costs of the services of the second appraiser; the Lessor and the Government will share equally (50/50) in the costs of the third appraiser.

IV. EXERCISE OF OPTION

A. Within 30 calendar days after delivery of the appraisal, the Government will have the right to exercise the Renewal Option.

1. The Government will send written notice to the Lessor whether or not the Government will exercise the Renewal Option.
2. If , after completing the appraisal procedure, the Government elects not to exercise the Renewal Option, the parties hereto agree to fairly and reasonably negotiate an interim Lease agreement until the Government can award a Lease contract under a separate procurement which will be conducted in accordance with all of the then-current procurement laws, regulations, policies, and procedures of the Government.

1.22 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

A. The requirements of this SFO can only be satisfied through the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.

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

C. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.

D. Offers must include an itemized estimate for the costs of each security item identified as "shell" in Section 9, "Lease Security Standards," and for any security item in Section 10, "Special Requirements," below.

2.0 AWARD FACTORS

2.1 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

INITIALS: _____ & _____
LESSOR GOV'T

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. 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.

1. The cost per linear foot of office subdividing ceiling-high partitioning. $95
2. The cost per floor-mounted duplex electrical outlet. $835
3. The cost per wall-mounted duplex electrical outlet. $181
4. The cost per floor-mounted fourplex (double duplex) electrical outlet. $924
5. The cost per wall-mounted fourplex (double duplex) electrical outlet. $190
6. The cost per dedicated clean electrical computer receptacle. $381
7. The cost per floor-mounted telephone outlet. $735
8. The cost per wall-mounted telephone outlet. $181
9. The cost per interior door. $2431
10. The cost per combination data/voice outlet. $575
11. The cost per individual data outlet. $318
12. The cost per VAV box (100 CFM capacity). $2350

3.2 SUBSEQUENT TENANT IMPROVEMENTS $100,000 OR LESS (SEP 2000)

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. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The 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 will be made directly by the Tenant Agency placing the order.

3.3 ALTERNATE PROPOSALS

A. This SFO may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

1. itemized costs for lump sum payment not to be included in the rental rate and
2. a rental rate which includes the costs of these items.

B. The Offeror shall provide costs for both methods of evaluation on GSA Form 1364, Proposal to Lease Space, in order to be considered for award. GSA may elect the option it deems most favorable.

3.4 TAX ADJUSTMENT (SEP 2000)

A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or Governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period of the lease term coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.

C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.

D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**

E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.

1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL**

BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY. The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the 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 (United States Code 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.

F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 84.43 percent based upon occupancy of 188,929 rentable square feet in a building of 223,773 rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. Notwithstanding the foregoing the Government shall pay the portion attributed to their occupancy, which may be the entire tax amout due. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are 5262.

G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.5 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6 OPERATING COSTS (SEP 2000)

A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustments.

B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.

C. Change in base operating costs:

(i) If a change in the operating costs occurs for such things as commencement of daytime cleaning or expansion of space (where the expansion space is rented at the same rate as the original space), annual adjustments shall be calculated separately on the increase/decrease in operating costs. However such adjustment shall be effective only after the increased costs have been in effect for at least one year. **Therefore, for expansions not occurring on the anniversary date of the lease, the adjustment shall be due and payable on the anniversary date of the lease following the first anniversary date of the expansion.** The first rent adjustment for the increase in base operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in base operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For

subsequent adjustments, the increase in the base operating costs shall be added to the other escalated base operating costs and only one calculation shall be made.

(ii) In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the base operating costs shall be reestablished in the Supplemental Lease Agreement to take the additional space. The new base operating costs shall be a prorated blend of the escalated original base operating costs and the base operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified above, and operating cost rental adjustments shall continue to be made on the anniversary date of the lease.

D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

3.7 OPERATING COSTS BASE (SEP 2000)

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

3.8 RENTABLE SPACE (SEP 2000)

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.

3.9 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

A. 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."

B. ANSI/BOMA Office Area 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, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

3.10 COMMON AREA FACTOR (SEP 2000)

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).

3.11 APPURTENANT AREAS

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.

3.12 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as damages, pursuant to this paragraph, the sum of __TBD__ 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. The formula for determining "TBD" above shall be no less than one day's rent for every day late in delivery, as this is the agreed amount estimated to cover the Government's cost of extended occupancy at another location, and no documentation shall be required of the Government to "prove" such documentation of all damages. However, to the extent that actual damages exceed one day's rent for every day late in delivery, the Lessor shall pay the amount of the actual damages, documentation for which shall be provided by the Government. "Actual damages" shall include, but not be limited to, all costs associated with move delays, swing space costs, attorney fees, court costs, all contract/construction delay costs associated with the planned building renovation at the location currently housing the tenant designated for this requirement, and all other reasonable damages accrued by the Government due to Lessor failure to perform. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease, at equity, or at law.

3.13 VENDING FACILITIES (SEP 2000)

A. Approximately 250 square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO 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.

B. The Government will assure that the facility (ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

3.14 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.15 RELOCATION ASSISTANCE ACT (MARCH 2002)

A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. Offerors shall incorporate the cost of such assistance into their shell rental rate.

C. The successful Offeror shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.16 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

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 and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein. The construction contractor shall have experience, compentency and expertise in the construction/build-out of a complex, multi-discipline installation including security system, telecommunication and systems furniture installation.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.
6. Evidence that Owner's security subcontractor is a Software House, Sensormatic certified installer.
7. Evidence that the General Contractor has successfully completed at least five (5) projects of similar size and construction type between 1995 and 2005.

B. AFTER AWARD:

Within a reasonable time after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

3.17 CONSTRUCTION SCHEDULE

A. Within 10 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after award.

B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of test fit and blocking and stacking drawings, ; 2) submittal of preliminary plans and specifications; 3) submittal of other working drawings; 4) issuance of a building permit; 5) completed construction documents; 6) start of construction; 7) completion of principal categories of work; 8) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 9) final construction completion.

3.18 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 30 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. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.19 CONSTRUCTION INSPECTIONS

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

B. Periodic reviews, 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 Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

3.20 REQUIRED PROOF OF AUTHORITY (NCR VARIATION) (AUG 2002)

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

A. General Partnership – Copy of Partnership Agreement

B. Limited Partnership – Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
C. Corporation - Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation.
D. Joint Venture – Copy of Joint Venture
E. Company - Copy of formation document indicating who can bind the company

3.21 BUSINESS IMPROVEMENT DISTRICTS (B.I.D.) (NCR VARIATION) (AUG 2002)

A. For purposes of this solicitation:

(1) "BID" means a Business Improvement District, Special Improvement District, or other specifically defined geographical area within a taxing jurisdiction, organized and registered pursuant to enabling legislation promulgated by a State or local Government, within which properties are assessed, charged or taxed solely by virtue of their location within the given area and in support of services or projects located solely within the area.
(2) "Building" means the building(s) within which space is provided to the Government under the Lease, together with the land upon which the building is located.
(3) "Lessor's BID Assessment" means charges, assessments or taxes levied against Lessor and/or a Building, expressed as a fixed sum per Building, solely by virtue of the Building being located within a BID.

B. The Government agrees, when applicable, to make a single annual lump sum payment to the Lessor for its share of increases in Lessor's BID Assessment over the base year. For purposes of this clause, the base year amount of Lessor's BID Assessment will be determined as the amount in the calendar year in which lease commences.
C. The Government's share of increases in Lessor's BID Assessment shall be based upon the ratio of the ANSI/BOMA Office Area square feet occupied by the Government to the total ANSI/BOMA Office Area square feet of office and retail space in the Building (percentage of occupancy). Square footage related to parking will not be included in determining the Government's percentage of occupancy. At the Contracting Officer's sole discretion, the Government may pay its share of increases in Lessor's BID Assessment based upon the ratio of the assessed value of the space leased by the Government to the total assessed value of the Building. For purposes of this clause, the Government's percentage of occupancy is stated in the clause of this lease entitled "Tax Adjustment".
D. The Lessor shall furnish the Government with copies of all bills reflecting Lessor's BID Assessment and evidence of payment of such Lessor's BID Assessment by the Lessor. Evidence of payment must be submitted to the Government within 60 calendar days of the date that payment is due. Failure by Lessor to submit evidence of payment as provided in this paragraph shall act as a waiver of Lessor's right to receive payment under this clause.

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

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 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 restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the 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.

The Government reserves the right to establish a passive and/or active anti-ram vehicle barrier system around the perimeter of the building. This system will maximize the distance between the exterior face of the building and surrounding street curb sides. Any barriers will require the approval of all applicable District of Columbia Government agencies. As part of the perimeter security system, the Government reserves the right to install guard booths to house the guards and controls for the barrier system.

4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. ceiling grid and tile;
2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

4.3 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 shall ensure 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 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 Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products. MSDSs shall be provided to Lessor for review (DESD) prior to product selection/installation.

B. The 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. Products with significant quantities of toxic, flammable, corrosive, or carcinogenic material

and products with potential for harmful chemical emissions shall not be used. Only low VOC emitting products shall be considered. Paints, sealants, adhesives, coatings, carpet systems and composite woods must meet or exceed the following:

1. Adhesives must meet or exceed the VOC limits of South Coast Air Quality Management District Rule #1168 by, AND all sealants used as filler must meet or exceed Bay Area Air Quality Management District Reg. 8, Rule 51.
2. Paints and coatings must meet or exceed the VOC and chemical component limits of Green Seal requirements.
3. Carpet systems must meet or exceed the Carpet and Rug Institute Green Label Indoor Air Quality Test Program.
4. Composite wood and agrifiber projects must contain no added urea-formaldehyde resins.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the 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 allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may absorb 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. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 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 Contracting Officer. The 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.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA 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.

4.7 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 CAD AS-BUILT CONSTRUCTION PLANS (SEP 2000)

Within 30 of issuance of a certificate of occupancy, Landlord shall provide: Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with two hard copy drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.9 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas will be steel troweled finished to tolerances of F_F=25 (floor flatness) and F_L=20 (floor levelness) measured according to ASTM E 1155, with measurements taken prior to stripping of forms. Measurements results must be measured by certified professionals and a report presented to the Government and approved by the Contracting Officer prior to the Commencement of Tenant Improvement design plans and construction. All floors shall be non-slip and underfloor, surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of80 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. 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.

4.10 EXITS AND ACCESS (SEP 1991)

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.

4.11 WINDOWS (SEP 2000)

A. Office space shall have new and modern windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Air infiltrations in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783 at a static pressure of 6.24 psf. Windows shall have a fixed sash. In the event of a conflict between this and seismic requirements in Article 2.1, Article 2.1 shall prevail. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

C. All exterior glass shall be thermally tempered heat strengthened or annealed glass with a security film installed on the interior surface. The film will be a minimum thickness of 8 mills/clear and must be approved by government. All window frames and anchorage must be designed not to fail before the glazing under lateral load. The film must be compatible with the base building windows and cannot affect the performance of the glass on the manufacturer's warranty. The cost of film shall be part of the Tenant Improvements.

4.12 ACCESSIBILITY (SEP 2000)

A. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.13 LANDSCAPING (SEP 2000)

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. 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.

C. 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*.

D. The Contracting Officer shall approve the landscaping to be provided.

E. To the maximum extended possible, Lessor will not install features or create landscape that could conceal people and devices. The government reserves the right to review and approve the existing and proposed landscape design.

INITIALS: _____ & _____
LESSOR GOV'T

5.0 ARCHITECTURAL FINISHES

5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

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* 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 Contracting Officer with initial offers. 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.

5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.

B. Refer to EPA's environmentally preferable products web site, *www.epa.gov/opptintr/epp*. In general, environmentally preferable products and materials do one or more of the following:

1. contain recycled material, are biobased, or have other positive environmental attributes;
2. minimize the consumption of resources, energy, or water;
3. prevent the creation of solid waste, air pollution, or water pollution; and
4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.3 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

A. All building finishes shall be for first class, modern space.

B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 7 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within 10 working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency (ies), a selection of ONE color board shall be made within 5 working days, and unless otherwise specified prior to lease award, the Offeror may assume that ONE color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.

5.4 WOOD PRODUCTS (SEP 2000)

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 Stewardship Council United States web site (*www.fscus.org/*) or the Certified Forest Products Council web site (*www.certifiedwood.org/*).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: *www.certifiedwood.org/Resources/CITES/CITESContent.html*.

C. Particle board, strawboard, and plywood materials shall contain no added urea formaldehyde resins.

5.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives must meet or exceed the VOC limits of South Coast Air Quality Management District Rule #1168 by, AND all sealants used as filler must meet or exceed Bay Area Air Quality Management District Reg. 8, Rule 51.

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 American Society for Testing and Materials (ASTM) C578-91.

5.6 CEILINGS (SEP 2000)

A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall not be subject to the 8'0" minimum ceiling height, but shall meet local code requirements. 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. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, 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 alterations. Lessor shall keep an attic stock of two percent (2%) of all ceiling tiles.
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 Contracting Officer:

1. *Restrooms.* Plaster or pointed 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 Contracting Officer. Tiles or panels shall contain recycled content.
3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.7 WALL COVERINGS (SEP 2000)

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) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
   b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours. Landlord shall keep an attic stock of two percent (2%) of all original wall coverings.

B. TENANT IMPROVEMENT INFORMATION:
1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
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.

C. SAMPLES:
The Lessor shall provide at least 5 samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.8 PAINTING (SEP 2000)

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. 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.

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.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.9 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:
1. 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.
2. These doors shall have a minimum clear opening of 32" 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 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.

5.10 DOORS: SUITE ENTRY (SEP 2000)

A. 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 Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss paint with no formaldehyde.

5.11 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:
Doors within the Government-demised area 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 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.12 DOORS: HARDWARE (NOV 2005)

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 heavy-weight hinges. All doors shall have corresponding door stops (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. The Government shall be furnished with at least two master keys for each lock. 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.

5.13 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:
All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

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 Contracting Officer.

5.14 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:
Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.15 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:
Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense 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 National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.16 PARTITIONS: SUBDIVIDING (SEP 2000)

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

B. TENANT IMPROVEMENT INFORMATION:
1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a 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 and a balancing report shall be provided to the Government.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.17 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:
1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.
3. Lessor shall keep an attic stock of five percent (5%) of all original resilient flooring.

B. CARPET – REPAIR OR REPLACEMENT:
1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

   a. backing or underlayment is exposed;
   b. there are noticeable variations in surface color or texture; or
   c. tears and tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:
1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

   a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

D. TENANT IMPROVEMENT INFORMATION:
1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the 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.

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

F. SAMPLES:
When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 5 different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

5.18 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:
1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed ½ inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

11. Lessor shall keep an attic stock of five percent (5%) of all original carpet tiles.

5.19 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment 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. *Testing.*

   a. The Contracting Officer may require the Lessor, at no cost to the Government, to provide test reports by a qualified acoustical consultant showing that acoustical requirements have been met. Lessor will perform corrective measures at its sole cost.
   b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.20 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *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 or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:

   a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either: 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 either the: center, right, or left side.
   b. Construction. Any draperies to be newly installed, shall be made as follows:

      i. fullness of 100 percent, including overlap, side hems, and necessary returns;
      ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
      iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
      iv. three-fold pinch pleats;
      v. safety stitched intermediate seams;
      vi. matched patterns;
      vii. tacked corners; and
      viii. no raw edges or exposed seams.

   c. Use of existing draperies must be approved by the Contracting Officer.

3. *Samples.* A minimum of 2 patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.21 BUILDING DIRECTORY (SEP 2000)

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 Contracting Officer.

5.22 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

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.

6.2 ENERGY COST SAVINGS (SEP 2000)

A. 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. The ENERGY STAR Online Benchmark Tool can be found at the *www.epa.gov/energystar* web site.

B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.

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.eren.doe.gov/femp* web site, or call the FEMP Help Desk at 1-800-566-2877.

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance. The Lessor shall provide documentation of analysis for lead in drinking water showing that drinking water meets EPA standards.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. 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, 0 inches 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.
2. Each main toilet room shall contain the following equipment:

   a. a mirror above the lavatory;
   b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
   c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
   d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
   e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
   f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
   g. a disposable toilet seat cover dispenser; and
   h. 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.

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

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. 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.

2. 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	3	3
61 - 80	3	4
81 - 90	3	4
91 - 110	3	5
111 - 125	4	5
126 - 150	5	**
> 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.

3. For new installations:

   a. Water closets shall not use more than 1.6 gallons per flush.
   b. Urinals shall not use more than 1.0 gallons per flush.
   c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

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 ½ inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. The base building design criteria is to include the following indoor dry bulb temperature conditions: 73° F summer based on 95° F dry bulb / 78° F wet bulb outside ambient; 75° F winter based on 10° F outside ambient dry bulb. These temperatures shall be between 70 and 74 degrees during the hours of operation specified in the lease and shall be maintained throughout the leased premises and service areas, regardless of outside temperatures.
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 assured 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.
6. *HVAC Use During Construction.* 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 60 percent efficiency 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. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. 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.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which 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. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
2. The Government shall have the right to install and monitor equipment in the building HVAC ductwork for the purpose of control regulation, sampling and monitoring of all incoming air. The Government shall have daily access to any Lessor controlled spaces containing such equipment as determined by the Government.
3. The building shall have the capability to shut down all ventilation systems that draw outside air within 15 minutes.

6.8 VENTILATION (SEP 2000)

A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. Where ASHRAE Standard 62 and local codes conflict, the more stringent shall apply.

B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL (SEP 2000)

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 ½ inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000)

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 Standard 70, *National Electrical Code*, or local code, whichever is more stringent.
4. Landlord, at its sole cost, shall install separate meters for each floor.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and date outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 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 floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.12 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

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. 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 deadlocking latch bolt with a minimum throw of ½ inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA), and BICSI 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 Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. 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. At the option of the Government, Offeror will perform all telcommunications work.

6.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

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.
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:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

6.15 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide 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 cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. 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 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit 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. Lessor, at its sole costs shall obtain the low voltage permit.
2. The Government shall at its expense 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 cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

3. 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 during Phase 2. 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.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.
5. All design, construction, and installation of cabling and security systems shall be performed by individuals cleared to Secret or above.

6.17 ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 300 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.18 ELEVATORS (SEP 2000)

A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions. The elevators shall include a programmable access control system with card reader limiting access to each floor.

B. CODE:
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevators shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators.* All elevators shall meet the ABAAS requirements.

C. SAFETY SYSTEMS:
Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

6.19 LIGHTING: INTERIOR AND PARKING (NOV 2005)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:

   a. The Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts for standard interior lighting. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout work spaces, 20 foot-candles in corridors, and 10 foot-candles in other non-working areas.
   b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. A minimum of 1 foot-candle of illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
   c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.

e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. Approximately 1 per 300 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

f. The Lessor shall provide documentation (lighting survey or equivalent) that lighting meets requirements specified.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. and 9:00 a.m. to 1:00 p.m. on Saturdays except, Sundays, and federal holidays.

7.3 OVERTIME USAGE (SEP 2000)

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 Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. 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. 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.

7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

7.5 BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, the Offeror shall submit a building operating plan with the offer. Such plan shall include 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. Such plan shall be in operation on the effective date of the lease.

7.6 JANITORIAL SERVICES (SEP 2000)

A. Cleaning shall be performed during tenant working hours

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;
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.
4. Examples of acceptable products may be found at *http://pub.fss.gsa.gov/environ/clean-prod-catalog.html*.

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.

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

1. *Daily*. Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies, and corridors. Sweep floors, and 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. Damp mop and spray buff all resilient floors daily in toilets and health units.
2. *Three Times a Week*. Sweep or vacuum stairs.
3. *Weekly*. . Sweep sidewalks, parking areas, and driveways (weather permitting). Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
4. *Monthly*. Thoroughly dust furniture. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
5. *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.
6. *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. 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.
7. *Annually*. Wash all venetian blinds, and dust 6 months from washing. Shampoo carpets in all offices and other non-public areas.

8. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.

9. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Eliminate pests, using Integrated Pest Management techniques.

7.7 SCHEDULE OF PERIODIC SERVICES

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

7.8 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.9 FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and federal holidays. The Government will provide instructions when flags shall be flown at half-staff.

7.10 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include 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 equipment and systems shall be done in accordance with 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, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

C. The Lessor shall be responsible for all maintenance, repair and replacement of all the initial build-out, infrastructure and equipment. This does not include security devices and cabling.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)

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 Offeror 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.

8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

B. Offered space shall provide unrestrictive 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.

8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)

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

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

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

D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems.*

E. Definitions:

1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (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.
2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4 FIRE ALARM SYSTEM (MAY 2005)

A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational 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.

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*. 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. A mass notification communication system shall be provided throughout the Government occupied space. This system shall be capable of directly communicating with the fire alarm and mass notification system located at HST (Notifier Model NFS-640 or NFS-3030). If a new fire alarm system is being installed per the requirements of Paragraph A above, the mass notification system may be combined with the fire alarm system. Government shall have the ability to communicate to the building occupants via a secured internet connection. Where the Government occupies a significant portion (>80%) of the building, then exterior loud speakers shall be provided on all sides of the building and connected to and controlled by the mass notification system.

8.5 OSHA REQUIREMENTS (SEP 2000)

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

8.6 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 areas; 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 the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an 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 Contracting Officer the occupant safety plan and a description of the

methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.7 INDOOR AIR QUALITY (SEP 2000)

A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO_2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO_2 - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

8.8 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report and deliver a copy of the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during build-out before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. *Program Initiation and Procedures.*
   a. If either the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
   b. If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
   c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
   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. 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. 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.

8.9 A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit a copy of the test results and certification to the 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 level.

8.10 HAZARDOUS MATERIALS (OCT 1996)

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

8.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs 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 other cases, the successful Offeror shall establish a recycling program in the leased space .where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANCY EMERGENCY PLANS (NOV 2005)

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

9.0 LEASE SECURITY STANDARDS

9.9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.

2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards. For additional security requirements, see Attachment #6, "Program of Requirements (POR)" dated June 15, 2005, Tab 2, page numbers 5.6 – 5.44.

3. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

4. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirementdeterrence TO UNAUTHORIZED ENTRY

9.2 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.

9.3 ACCESS TO UTILITY AREAS (NOV 2005)

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

9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)

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.

9.5 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.

C. The Government shall control roof access to the building, and installation of any equipment on the roof permitted by local codes.

9.6 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 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.

9.7 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.

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).

9.9 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.

9.10 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.

9.11 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.

9.12 BACKGROUND SECURITY CHECKS (NOV 2005)

Background Security Checks for Contract Service Personnel:

A. The Government will conduct background checks on contractors with routine access to Government leased space.

B. The Lessor shall submit completed fingerprint charts and personal history statements 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. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.

C. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.

D. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/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/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

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

9.19 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.

9.20 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.

C. Lessor shall comply with Government's proposed security plan throughout the building. For any receptions or meetings including guests, Lessor will use reasonable efforts to have all guest pre-screened. It is desired that these names be submitted to the Government not more than 72 hours in advance, but not less than 24 hours in advance. Any visitors not pre-screened must have a sponsor or a badged employee respond and clear them to escort a guest in the building.

9.21 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 either 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.

9.22 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 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 Contracting Officer before beginning any proposed alterations. In addition, lobbies, mailrooms, and loading docks shall not share a return-air system. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC will be required for mailrooms only when the Government specifically requires a centrally-operated mailroom. Non-Government building tenants may share the mailroom. Where possible, the mailroom shall be adjacent to the loading dock to prevent the possible contamination of additional areas within the building. Any mailroom or area where mail is received and sorted, shall have posted the telephone numbers of the Lessor/Owner's building manager/engineer and local emergency personnel for emergency notification. Mailrooms shall also have posted a copy of the general precautions for mail handling.

9.23 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)
Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

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

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

9.25 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:
The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Arrange for Employee Parking after Normal Working Hours:
The Lessor will allow employee parking in/near the building after normal working hours.

C. Accessibility to Official Government Vehicles:
Public accessibility to official Government vehicles shall be limited through fencing or other means.

D. Identification of Parking Areas:
Government parking areas or spaces shall be assigned and marked as "reserved."

E. Inspection of Parking Areas:
The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

F. Post Signs and Arrange for Towing of Unauthorized Vehicles: TENANT IMPROVEMENT
Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected.

G. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT
An ID system for authorized parking shall be provided by the Lessor, acceptable to the Government, for identification of vehicles and corresponding parking spaces (placard, decal, card key, etc.).

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

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

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

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

Solicitation Attachment #2
Project Schedule & Construction Schedule Requirements

The "project schedule" begins at the date of lease award and concludes at the date of acceptance for the subject space. Phased Occupancy of spaces may be proposed by the offeror but final occupancy shall occur no later than September 1, 2009, which date shall be delayed day for day for every day the Lease is not fully executed beyond November 1, 2006. Major milestones shall include but are not limited to the list below. The following chart shall be used by the Lessor and the Government in determining the project schedule for completing each work item per Attachment #3. The Lessor shall be bound to the durations for commencement of Tenant Improvements. The project may be broken down into three (3) phases, with each phase being at least a full floor. The first phase shall include the space required for the Tenant to install Tenant utility and back-bone systems provided that the Government provides the cabling program of requirements and all related approvals per the approved schedule.

CONSTRUCTION SCHEDULE BASIC REQUIREMENT:
The Lessor shall submit to the Government, within 21 calendar days from the approval of the TI bids and issuance of NTP by GSA's contracting officer, a detailed construction schedule for the Government's review and approval within 5 working days.

1. The construction schedule should, as a minimum, include but not be limited to the following major milestones and work break down:
   - Permits for all trades from the Local Authority Having Jurisdiction (AHJ),
   - Development of long-lead items list,
   - Submittals and review of product data sheets and shop drawings for all trades. A list for all items to be submitted for A/E reviews should be developed indicating time and duration for each submittal.
   - General Conditions Work Break Down- to be provided outside the schedule in a separate format
   - Development of the Schedule of Values using latest AIA format based on the CD specifications CSI division format, to be provided outside the schedule in a separate format.
   - Weekly progress meetings at the job site,
   - Inspections by the AHJ for all applicable trades,
   - Occupancy Permit and submission of Certificate of Occupancy (CO) for each and every space ready for occupancy as defined in Attachment-3.
2. The schedule should include all trades activities/tasks, task duration, task constraints/restrictions, task dependencies, lead/lag durations, and clear identification of the critical path.
3. The schedule must include coordination tasks with Government contractor work that may impact the substantial completion and occupancy permits such as low-voltage electrical permits or any other similar requirements identified in the TI construction documents.
4. The schedule should be structured to reflect all trades work subdivided to match the construction documents specifications (CSI divisions 1-16).
5. The schedule should be updated every month to allow for clear tracking of the construction progress and show impact of any delays caused by the Government or attributed to any approved change orders on the critical path. Failure to do so will be grounds for the Government to reject monthly partial payments and any future delay claims. All delays must be reported monthly in writing to GSA's contracting officer for immediate review and action. The Lessor shall provide plan to remedy delays for Government approval at no additional cost to Government. The schedule should reflect any extension in time approved by the Government that may impact the general conditions.
6. Submit to the Government the original (Base Line) schedule and all subsequent monthly updates using Auto-CAD 2005 on 2 CD ROM and 6 colored hard copies.

Solicitation Attachment #2
Project Schedule & Construction Schedule Requirements

Project Schedule Major Milestones						
	Activity Description	Duration Workdays			Activity Description	Duration Workdays
1.	Lease Award/Execution	0		19.	Government Review of Final DIDs and Budget Proposal	10
2.	Receipt of the POR for floors C1 and 1-5	5		20.	Design of Intent Drawings (DIDs) Approved	0
3.	Receipt of POR for level C2 – (duration taken from lease award)	20		21.	Create Initial Construction Documents (CDs)	60
4.	Lessor Review of POR	10		22.	Create Budget Proposal Based on Initial CDs	20
5.	Government Revisions to POR	10		23.	Government Review of Initial CDs and Budget Proposal	30
6.	Lessor Acceptance of POR	5		24.	Create Final CDs	10
7.	Create Initial Blocking/Stacking Plan	30		25.	Revise Budget Proposal Based on Final CDs	10
8.	Government Review of Initial Blocking/Stacking Plan	10		26.	Government Review of Final CDs and Budget Proposal	20
9.	Create Revised Blocking/Stacking Plan	15		27.	Construction Documents (CDs) Approved	0
10.	Government Review of Revised Blocking/Stacking Plan	10		28.	Bid TI Work-Receive Competitive Price	30
11.	Create Final Blocking/Stacking Plan	10		29.	Competitive Pricing Presented to Government	1
12.	Government Review of Final Blocking/Stacking Plan	10		30.	Government Review of Competitive Pricing	10
13.	Blocking/Stacking Plan Approved	0		31.	Government Issues NTP for TI Work	5
14.	Create Initial Design Intent Drawings (DIDs)	40		32.	File for and Obtain a Construction Permit	110
15.	Create Budget Proposal Based on Initial DIDs	15		33.	Complete TI Work and Obtain Occupancy Permit	210
16.	Government Review of Initial DIDs and Budget Proposal	15		34.	Government Acceptance of Tenant Space-Phase I	20
17.	Create Final DIDs	10		35.	Government Acceptance of Tenant Space-Phase II	20
18.	Review Budget Proposal Based on Final DIDs	10		36.	Government Acceptance of Tenant Space-Phase III	20

Solicitation Attachment #3 - Scope of Work for Design and Construction Phases, Construction Schedule Tasks and Rent Commencement

The overall project schedule shall commence within (10) working days of lease award and receipt of the Program of Requirements (POR), unless otherwise expressly agreed by the Lessor and Government in writing. The POR is subject to Lessor review, with Lessee having ten (10) working days to make necessary changes in the event that the POR provided is incomplete or out of date. The schedule shall be divided into the following primary tasks : a) the Lessor's generation of the Test Fit Plans; b) Blocking and Stacking Drawings and Design Intent Drawings (DID); c) the Lessor's generation of the Government's Working-Construction Documents; d) the Government's review and notice to proceed (NTP) of the Working-Construction Documents; County Permit Processing by the Lessor; e) Bid Processing by the Lessor; f) Government approval of Bids; g) The Government's commissioning of the project from design through rent start commencement; h) the Lessor's construction of the subject leased area, and the Government's acceptance of the Lessor's construction. The Lessor shall pay for all architectural, engineering, design/drafting/printing and consulting services and direct and indirect costs of all stages of the project. The Lessor shall pay for the bid process and permit fees and all costs associated with the weekly progress meetings.

The Lessor shall submit the Project Construction Schedule for Government review and approval within 21 working days of the NTP. The Lessor will use MS Project computer program (latest version) and shall clearly identify the "Critical Path". The monthly schedule of value (SV) will be used to evaluate the monthly construction progress payments.

The Schedule of Value shall be developed using AIA standard forms and in accordance with the Construction Specifications Institute (CSI) classification for each trade.

The monthly construction progress invoice shall be submitted using the GSA standard summary cover sheet form in conjunction with Schedule of Value.

All Design Drawings, Construction Documents and As-built drawings shall be submitted on Auto-CAD 2005. All specifications and other documents shall be submitted on PDF format, 10 hard copies of all drawings and documents shall be provided for each and every submittal for government's review and approval. Each of these tasks is detailed below. The approved project construction documents shall be incorporated into the Lease agreement between the Government and the Lessor. Electronic files shall be submitted on 3 copies CD-ROM disks properly labeled:

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Properly return or destroy this document when no longer needed."

References to working days shall be based upon a five day work week (Monday-Friday, exclusive of Federal holidays). References to "approval" shall mean such approval granted by either GSA's Contracting Officer or the duly authorized COTR. During the construction phase, the Government will request weekly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction phase, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed. Should the issue impact the Project Schedule Critical Path, the Lessor shall so advise the Government. The Lessor shall also advise the Government of the amount of time available for the Government to issue a how to proceed notice in order to maintain the schedule. Failure of the Government to respond will result in a day for day extension of the scheduled Project Completion.

(a) Test Fit Plan: Working from the POR utilizing the base building floor plates the A/E firm shall meet with the appropriate end-user representatives to develop layouts that are specific to the Government's program drawn to 1/8"= 1 ft plan to demonstrate how the POR can be accommodated in the available rent space. Included in this activity shall be the verification of the final heads count

(b) Blocking and Stacking Drawings: Subsequent to the completion of the Test Fit Plan, the A/E firm shall utilize the POR and the base building floor plates to develop Blocking and Stacking Plans to identify: 1) Required Adjacencies of Divisions, Branches and offices to each other based on functional needs and agency work flow dictates; 2) location of each office function by Division/Branch; 3) Location of demising partitions between Divisions/Branches, doors and main entrances. This activity shall include one initial plan, one major revision and one final revision; 4) The A/E firm shall review the base building engineering drawings; 5) Develop color and finish selection subject to 3 reviews by the

government, and submit final color pallets; 6) provide eight (7) 3-D Architectural color renderings of typical spaces as directed by the government. The above deliverables shall be color coded with narratives and descriptive legend.

(c) Review of Blocking and Stacking Drawings: As described above the Lessor shall afford the Government at least 3 reviews of the Blocking and Stacking Drawings. Final Blocking and Stacking documents shall be submitted for final government approval and sign-off. Each review shall be ten (10) working days. Final Blocking/stacking documents and Detailed Space Planning & Design will be submitted to the Government for approval and sign off.

(d) Design Intent Drawings (DID):
Based on the approved project POR, Test Fits and Blocking, and Stacking plans, and Detailed Space Planning and Design plans, the Lessor shall prepare and provide for the Government's review and approval, at the Lessor's expense, Design Intent Drawings (DID) detailing the tenant improvements to be made by the Lessor within the Government demised areas. This will include all partitions, doors, major office, equipment, and furniture. Although furniture is being provided by the Government, furniture layout will be coordinated with and incorporated in these plans. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings", for the purposes of this solicitation, are defined as fully dimensioned drawings of the leased space which include detailed information to prepare Construction Drawings, and shall consist of: reflected ceiling plans showing lighting fixtures and air distribution outlets, furniture locations, basic architectural information, wall types and locations, door types and locations, electrical, data/telecommunication/security devices and outlet types and locations, outline specifications necessary for calculation of electrical and HVAC loads, signage and any modifications to the colors/finish schedules selections. Design Intent Drawings shall be due from the Lessor within (see Solicitation Attachment #2) working days from Lease award.

(e) Review of Design Intent Drawings:
The Government retains the right to review, approve, and request modifications, if necessary, to the Lessor's Design Intent Drawings prior to the Lessor's commencement of Working-Construction Drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of this solicitation and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of Design Intent Drawings within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's Design Intent Drawings before approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Design Intent Drawings to the Government for a subsequent review. Upon approval of the Design Intent Drawings, the Lessor shall commence Working-Construction Drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the tenant alterations and associated work as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(f) Working Construction Documents (Drawings and Specifications):
The Lessor shall prepare, at its expense, final Working-Construction Documents and specifications for the improvements illustrated on the Government approved Design Intent Drawings. The Working-Construction Documents shall include all infrastructure systems, such as architectural, mechanical, electrical, plumbing, fire safety, structural, security, telecommunications and architectural improvements scheduled for inclusion into the Government's leased space. Working-Construction Documents shall be prepared in accordance with GSA P-100 design manual and applicable codes and standards. The resulting product should reflect requirements which are substantially the same as that specified by the Government approved Design Intent Drawings, and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's Working-Construction Documents shall be due to the Government within (see Solicitation Attachment #2) working days of the Government's approval of the Design Intent Drawings. Drawings shall clearly identify tenant improvements already in place and the work to be done by Lessor or others. The Government may also require, at the time of submission of Working-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 Government's program of requirements, lease, and its attachments. Any work shown on the drawings which is Warm-Lit Shell shall be clearly identified as such, if the Government requires a written price proposal, additional time will be added to the schedule. The government approved Working-Construction documents will be made a part of the lease.

(g) Review of Working-Construction Documents:
The Government retains the right to review and request modifications, if necessary, to the Lessor's Working-Construction Documents prior to the Lessor's commencement of Tenant Improvement construction. The Government's review of the documents will be limited to the drawings and specifications conformance to the specific requirements of this solicitation and to the approved Design Intent Drawings. The Government shall perform all reviews of construction documents within (see Solicitation Attachment #2) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working documents before notice to proceed is issued, the Government shall state

such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Working-Construction Documents to the Government for a subsequent review. Upon complete Government review for conformance of the Working-Construction Documents to the Design Intent Drawings, a Notice To Proceed (NTP) shall be transmitted to the Lessor and the Lessor shall obtain the necessary permits and complete bidding of construction costs. Within (see Solicitation Attachment #2) working days, Lessor shall present competitive (at least 3 bidders for each trade) construction bids to the Government. The Government shall issue written NTP to Lessor to commence construction of the space. Notwithstanding the Government's review of the Working-Construction Documents, the Lessor is solely responsible and liable for the technical accuracy of the Working-Construction Documents in meeting all requirements and provisions of this solicitation, as well as all local and federal codes.

(h) Construction of Tenant Alterations:
The Lessor shall construct all tenant alterations in accordance with both the Government-reviewed Working-Construction Documents and all terms and conditions of the Government's program of requirements, lease, and its attachments. The Lessor shall complete tenant alterations within (see Solicitation Attachment #2) working days of receiving the lease award from the Government. The Lessor shall furnish a detailed project schedule to the Government within 21 working days of the Notice to Proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment within the total project schedule per Attachment #2. The Government reserves the right to access any space within the building during the completion of Tenant Improvement construction phase for the purposes of performing inspections and project progress evaluation and invoices verification.. 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 respect to this project. However, Government contractors or subcontractors acting on behalf of the Government shall not commence any work until the parties have mutually agreed on the condition of the space where the work is to be done.

(i) Project Commissioning Agent (CX)

1. The Government will directly hire an independent Commissioning Agent (CX) to act on its behalf to commission the project from the design phase through construction completion of the data/telecommunication and security systems. The Commissioning Agent's ability to complete his work within the time frame of the construction schedule, which will be provided within the project schedule, providing the quality of the work and the testing of the systems meets the Government's approval.

2. The Contractor (General and major MEP Subcontractors), Architect, Owner's Representative, and the MEP consulting engineer shall attend a MEP pre-construction meeting prior to commencement of the work. The purpose of the conference is to ensure that the contractors on the project are familiar with the base building MEP project requirements.

3. The MEP consulting engineer shall visit the site periodically throughout the course of construction and report to the Architect and owner concerning the progress of base building MEP construction.

4. The contractors (General and Subcontractors) shall complete all MEP systems in accordance with the Contract Documents, including start-up, trouble shooting, de-bugging and pre-testing. The contractors shall provide documentation confirming compliance of all base building MEP systems and components with all requirements for the project. The referenced documentation shall include tests, reports and equipment start-up sheets completed by the Contractor, applicable Subcontractor and manufacturer's representative.

5. After complying with the preceding, the contractors and the manufacturer's representative (where applicable) shall demonstrate to the owner and the consulting engineer that the major base building MEP equipment and systems are functioning in accordance with the base building contract requirements, including the applicable manufacturer's requirements and recommendations.

(j) Acceptance of Space and Obligation to Pay Rent

1. As soon as Lessor's interior contract Work to be performed for the Government is complete enough to enable preparation of a true final punch list, and when Lessor believes that it may allow the Government to work in the space without hindering the Lessor's ability to obtain a Certificate of Occupancy, the Lessor shall notify the Government that it may inspect the space. This notification will happen no earlier than 15 days prior to substantial completion and no later than the date that the Lessor applies for the Certificate of Occupancy. In order to assist in obtaining the Certificate of Occupancy inspection process, the Government, at its expense, will direct the Lessor to engage a mutually acceptable third party service to conduct the inspections in lieu of the District of Columbia's government inspections.

Once the inspection for punch list notification is given by Lessor to the Government, the Government will have 5 working days to complete its punch list. Mutual agreement to a punch list must occur prior to entry to do work of Government contractor(s). Upon agreement of the punch list, if the Lessor believes that it would not hinder Lessor's ability to obtain a Certificate of Occupancy, the Government may proceed to do work in the space. After the Lessor has obtained the Certificate of Occupancy, the Government shall have 20 working days (See Solicitation Attachment #2) to inspect and to either accept or reject the subject space. The Government may continue its portion of the space build-out during this 20-day period. The date the Government accepts the subject space will be used to establish the phased occupancy date.

2. The Government will accept space it deems to be Substantially Complete. Space will not be accepted as Substantially Complete if there are major punch list items remaining incomplete. Space which is not deemed Substantially Complete by the Government 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 shall issue a subsequent notice to inspect to the Government when all remedial action has been completed and the space is Substantially Complete . Before the Government will accept space, the Lessor must provide to the Contracting Officer evidence of the issuance of occupancy permits incorporating the construction of required improvements and substantiated by the granting of a Certificate of Occupancy Permit (CO) by the proper authority having jurisdiction (AHJ).

3. Space is "Substantially Complete" when the work, the common and other areas of the building, and all things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor punch list items as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The Lessor will offer to an authorized representative of the Government the opportunity to participate in a walk-through of the space prior to final acceptance as being Substantially Complete.

4. "Punch List Items" or Defects and Omissions (D&O's or "punch list") are items of the construction project that will need to be corrected prior to final contract construction payment with the exception of minor punch list items which do not materially diminish the use of the space and do not affect Substantial Completion. Authorized representatives of the Government and the Lessor will itemize any defects and omissions (D&Os or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of GSA, acting on behalf of the Government and its Tenant, will determine Substantial Completion.

5. This is a phased occupancy of the Government's space, with a composite rent commencement date. The phased occupancy date for an individual phase will be the date the space associated with the phase is accepted by the Government as Substantially Complete. If there is a substantial punch list for the space that would interfere with the Government's full access, occupancy, possession, use and enjoyment of the space and the Government chooses to move in anyway, the Lessor will provide a negotiated rent discount with the Government while the punch list work is being completed. If after-hours work is required, the Lessor will ensure that adequate security, as determined by the Contracting Officer, is provided while the contractor is in the Government's space. Once the above "Substantially Complete" requirements have been met, for the phased occupancy date will have been established for the accepted phase. The rent commencement date shall be the one date that is the adjusted, weighted average of all the individual phases. The phased occupancy dates shall be used to calculate the rent commencement date. Determination of the rent commencement date shall be made after all the space is Substantially Complete. The Government does not have a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as but not limited to telephones, furniture, and computers. As mentioned in Paragraph 4, above, the first phase of construction to be accepted by the Government, shall consist of the space required for the Tenant to install Tenant utility and back-bone systems.

(k) <u>As-Built Records</u>

1. The Lessor's A/E consultant will maintain a current/updated set of design documents throughout the course of the project. These documents will be updated to include modifications as the work progresses. A final record set of the record documents, inclusive of all documents prepared by the Lessor's architect and its consultants shall be provided to the Government. These shall be submitted on CD-ROM in the then current version of AutoCAD format in the architects standard file structure. These drawings shall be coordinated with Government provided data/telecommunications and systems furniture design but the final design documents for these systems must be prepared by the Government's designers.

2. Final set of as-built documents inclusive of all documents prepared by the Lessor's General Contractor and its subcontractors will be provided to the Government in the then current version of AutoCAD format matching the architects standard file structure. These drawings shall be coordinated with Government provided data/telecommunications and systems furniture designs but the final as-built condition documents for this work must be prepared by the Government's installers/vendors.

3. These documents will be submitted to the Government within 60 days from occupancy by the Government of the final space provided by Lessor. The Lessor's general contractor will identify the cost of the contractor - provided as-built documents as a line item in the contractor's trade payment breakdown as included in the general contractor's monthly requisition. This will enable the Government to monitor and pay for as-built drawings, as appropriate.

4. One full size, hard copy set of the above document will be provided to the Government with each of the above mentioned CD-ROMs.

5. At the Lessors expense, the selected construction contractor shall maintain an active and updated set of approved As-Built records reflecting all approved changes to the construction documents. These records will be inspected at any time by the Government and will be part of the monthly invoice evaluation.

   At the completion of the project and within 90 days from the rent commencement, the Lessor shall submit final As-Built records to the Government for review and approval. The As-Built records for all Architectural, Data/Telecommunications, and Security systems shall be submitted on Auto CAD 2004 Executable Files (PDF will not be accepted) using the final architectural As-Built floor plans and space layouts including systems furniture. Failure to submit and obtain Governmental approval of the As-Built records will result in withholding $150,000 of the total contract until the successful completion of this task.

(l) Contract Close Out

The Lessor shall submit form 1142 "Release of Claims" from all subcontractors 90 days after Government's occupancy of the final space provided by the Lessor. This shall be subject to receipt of Final Payment for all work.

SFO ATTACHMENT #4
FIRE PROTECTION & LIFE SAFETY EVALUATION

The results of this survey shall be based on an actual walk-through of the subject premises and review of available construction documents. All building systems, associated with fire protection and/or life safety, shall be evaluated for conformance to the following codes, standards and/or criteria. Any deviance from the applicable criteria shall be identified and supported by corrective recommendation(s).

Fundamental code requirements are as follows:

- The offered building shall be evaluated for compliance with the **most recent edition** of The International Building Code; with the exception that chapter 10 of IBC shall be replaced by the entire contents of the most recent edition of NFPA 101, *Life Safety Code*. All areas which do not meet the most recent editions of these criteria shall be identified as to the extent which they do comply and included in the deficiencies.

Automatic sprinkler requirements are as follows:

- Where at least 35,000 square feet, any portion of which is on or above the 6th floor, is offered to the government for lease, the entire building must be provided with automatic sprinkler protection or an equivalent level of safety.
- All floors on which the Government occupies below grade space, regardless of the amount, must be sprinklered (including garage areas offered for lease by the Government).
- All hazardous areas, as defined by NFPA 101, *Life Safety Code*, shall be protected throughout by automatic sprinklers.
- Where acceptable to the local authority having jurisdiction, chained and locked sprinkler control valves are an acceptable alternative to electronic supervision.
- All buildings utilizing Central Sprinkler Company's Omega line of sprinkler heads shall be identified; including: model, location(s), # of heads, approximate age, etc.

Egress requirements are as follows:

- Scissor stairs are considered to be a single stair by GSA criteria.
- Exits must be remotely located by 1/2 of the maximum diagonal dimension of the building floor, or space; for non-sprinklered buildings. For completely sprinklered buildings in Maryland, the exits are required to be remotely located by 1/3 the maximum diagonal dimension (per NFPA 101). For completely sprinklered buildings in Washington, DC and Virginia, the exits are required to be remotely located by 1/4 the maximum diagonal dimension (per BOCA).

All of the following items must be provided with the building Fire Protection & Life Safety Evaluation before being acceptable for review by the GSA Fire Protection Engineering office:

- Completed SFO Attachment #4 with supplemental building information.
- Findings, recommended corrective action and section-specific code and/or criteria references. Reports for buildings in which no deficiencies are identified shall state such in an explicit statement located in the "findings & recommendations portion of the report. (Specific GSA criteria, noted above, does not require listing of a section.)
- "Statement of Fire Protection Engineer", with an affixed Professional Engineering stamp or seal, signed and dated by the fire protection engineer who conducted the survey and completed the report.
- "Offeror Statement of Correction" signed and dated by the offeror or designated representative.
- Initial of fire protection engineer and offeror, or designated representative, on each page of the completed SFO attachment #4 and its supplemental information.

This form (in Microsoft Word 6.0 format) can be obtained by bringing a 3-1/2" pre-formatted (IBM) diskette to:

General Services Administration
Safety and Environment Branch (WPMOX)
National Capital Region, Room 2080
7th & D Streets, SW
Washington, DC 20407

JS/MO

FIRE PROTECTION & LIFE SAFETY EVALUATION

The offeror represents and agrees, as part of its offer, that the proposed space/building is as described below and contains the identified features and devices. **THIS EVALUATION WILL BE MADE BY BOTH THE OFFEROR AND A REGISTERED FIRE PROTECTION ENGINEER. THE FIRE PROTECTION ENGINEER'S OFFICIAL STAMP (PROFESSIONAL LICENSE) MUST BE PLACED ON THE EVALUATION.** Should this form not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS	
BUILDING NAME: American Pharmacists Association	
BUILDING ADDRESS: 2200 C Street, N.W. / 2215 Constitution Avenue, N.W.	
CITY: Washington	
STATE: D.C.	
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION	
Building Code: IBC	Year: 2000
Fire Code: IFC	Year: 2000
SIZE AND LAYOUT	
The following information applies to (check one): ____ an existing building _x_ a building planned for lease construction ____ a building planned for lease construction with Government option to purchase	
Space offered to Government (By Floor): Floor P-3; Portion of Lower Level and 1st Floor; Floors 2-5	
Approximate gross area of typical floor (identify atypical floors individually): 29,950 sq. ft (Floors 2-5), 41,735 sq. ft (P-1 and P-2), 36,323 sq. ft (P-3), 50,426 sq. ft (Lower Level), 42,389 sq. ft (First Floor), 17,100 sq. ft (Sixth Floor)	
Building Height in Feet Above the Lowest Level Of Fire Department Vehicle Access: Approximately 65'-9"	
Number of Stories Above Grade: Six (6)	
Number of. Stories Below Grade: Four (4)	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)	
Restaurants: _____ Laboratories: _____ Storage: _____ Retail: _____ Other, list: Parking Garage (Level P1, P2 and portion of Lower Level)	
BUILDING CONSTRUCTION TYPE (Check One)	
Fire resistive: _____ Unprotective non-combustible: x_____ Ordinary: _____ Wood Frame: _____ Heavy Timber: _____	

PUBLIC ADDRESS SYSTEMS			
Please Check "Yes," "No" or "NA" to the following question:	**YES**	**NO**	**NA**
A Public address system is provided throughout the building		X	

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
The building electrical system appears to comply with the National Electrical Code in that there are no obvious deficiencies (e.g. temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.	X*	
THE FOLLOWING ITEMS ARE LOCATED IN THE SUBJECT BUILDING:		
Laboratories		X
Firing Ranges		X
Parking Garages (unsprinklered)		X*
Print Shops (unsprinklered)		X
BUILDING EXITS HAVE THE FOLLOWING FEATURES:		
There are at least two exits from each floor **(scissor stairs count as only one exit).**	X	
Exits are remote in accordance with the requirements of NFPA 101.	X	
Travel distances to exits are in accordance with the requirements of NFPA 101.	X	
All exits discharge in accordance with the latest version of NFPA 101 or BOCA, National Building Code.	X	
Exit access is at least 44 inches wide.	X*	
Dead ends and common paths of travel are in accordance with the latest version of NFPA 101.	X*	
A FIRE ALARM IS REQUIRED FOR THIS OCCUPANCY TYPE BY NFPA 101 OR IBC.	X	
A fire alarm system is provided in accordance with NFPA 72.	X*	
Manual evacuation alarm sounds in building.	X*	
Alarm is transmitted to a listed central station or local fire department.	X*	
Battery back-up power is provided for the fire alarm system in accordance with NFPA 72.	X*	

*See Additional Responses and General Building Information below.

PLEASE ANSWER "YES" OR "NO" TO THE FOLLOWING QUESTIONS:	YES	NO
THE BUILDING HAS THE FOLLOWING FIRE SUPPRESSION FEATURES:		
The building is fully sprinklered. Note: If the answer to this question is "no" please identify areas of partial sprinkler protection, if any, on an attached sheet. Note specifically if hazardous areas are sprinklered or not and whether below grade space that is occupied is sprinklered or not.	X*	
Automatic sprinkler protection is provided throughout the occupied levels for space offered below grade.	X	
Central Sprinkler Company's Omega line of sprinklers are installed in the building (describe location(s), model(s), no. of sprinklers, date installed, etc. on additional sheet).		X
A standpipe system is required for this occupancy type by the Model Building Code.	X	
A standpipe system is provided in the building in accordance with the Model Building Code.	X	
Portable fire extinguishers are present in adequate size, spacing and location; and have a current inspection certificate and maintenance contract in accordance with NFPA 10.	X*	
EXIT HARDWARE AND DOORS HAVE THE FOLLOWING FEATURES:		
Exit doors swing in the direction of exit travel; where required by code.	X	
All fire doors are self-closing or automatic-closing; and self-latching.	X*	
All fire doors are in proper working order.	X*	
Exit doors require one action to open (e.g. no locks, locked during unoccupied periods only). Note: Special locking arrangements may be permitted if allowed under local jurisdiction.	X*	
EXIT AND EMERGENCY LIGHTING SYSTEMS HAVE THE FOLLOWING FEATURES:		
Illuminated exit signs are provided in accordance with NFPA 101.	X*	
Emergency lighting is provided along exit paths in accordance with NFPA 101.	X*	
Emergency power is provided for emergency lights and exit signs.	X*	
INTERIOR FINISHES HAVE THE FOLLOWING CHARACTERISTICS:		
Interior finish for ceilings, walls, and floors, are installed without obvious deficiencies (e.g. no cork board, no carpet on walls, no cellular plastic finishes, etc.). If potential problems are noted, describe on an attached sheet.	X*	
ELEVATORS HAVE THE FOLLOWING FEATURES:		
Elevators have a current certificate of elevator inspection from the local jurisdiction.	X*	
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.	X*	
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.	X*	
Elevator recalls to an alternate level when activated by primary level smoke detector.	X*	
Firemen's capture feature is provided.	X*	
FOR SPACE OFFERED ON OR ABOVE THE 6TH FLOOR (GREATER THAN 75' ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS):		
Automatic sprinkler protection is provided for all floors of the building where the government leases 35,000 square feet or more, in the building, in total. See the cover page.	X*	

BUILDING NAME: American Pharmacists Association

BUILDING ADDRESS: 2200 C Street NW / 2215 Constitution Ave NW, Washington, DC

DATE OF SURVEY: March 28, 2006

GENERAL BUILDING INFORMATION

***On an attached sheet*, please respond to each of the following building features; as they apply to the offered building. Identify each response by a number corresponding to the items below. Respond "N/A" for items which are not applicable. Respond "None" for items which do not exist in the building.**

1) # Stories above grade:	2) # Stories below grade:
3) Floors offered to government:	4) Height of highest offered floor above lowest level of fire department vehicle access (in feet):
5) Types of occupancies on each floor. Indicate all of other than business occupancy.	6) Approximate gross area of typical floor (identify atypical floors individually):
7) Describe construction type (fire resistive, unprotected non-combustible, ordinary, wood frame, heavy timber) & NFPA 220 classification for floors, walls, columns, and roof.	8) Describe fire-rated subdivision of building floors (including stairs, tenant separation, mechanical rooms, etc.).
9) Describe any smoke detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location d) control equipment manufacturer. e) connection to building fire alarm system.	10) Describe any heat detectors with attention to the following: a) locations b) appropriate type? c) control equipment location d) control equipment manufacturer e) connection to building fire alarm
11) Describe any other fire detectors with attention to the following: a) locations. b) appropriate type? c) control equipment location. d) control equipment manufacturer. e) connection to building fire alarm system	12) Describe emergency lighting: a) type. b) location. c) secondary source(s) of power.
13) Describe exit signs: a) type. b) location. c) secondary source(s) of power.	14) Describe emergency generator: a) power source(s). b) capacity. c) location. d) connected building systems.
15) Describe the fire suppression system(s) with attention to the following: a) sprinkler-location(s). b) waterflow alarm(s)-type and location. c) control valves-type and typical location. d) valve tamper switches-type and adequacy. e) standpipe-riser size, location and number. f) location(s) and manufacturer/model of fixed CO_2, dry chemical, and/or clean-agent fire suppression systems. g) water supply-type, size, arrangement, etc. h) supply static pressure (psi). i) fire pump data: i. UL listed for fire pump service? ii. separate controller for jockey pump? iii. NFPA 20 compliant? iv. rated capacity (gpm). v. rated net pressure (psi). vi. primary power supply. vii. secondary power supply. viii. manufacturer j) compliance to testing & maintenance required by NFPA 25.	16) Describe the communications system with attention to the following: a) type of fire alarm system: i. hardwired, multiplex, analog, etc. ii. location. iii. manufacturer/model. iv. operating voltage. b) central station (company name). c) emergency telephone system. d) secondary power source. e) control panel information. f) manual station locations. g) type of alarm indicating appliances (visual and/or audible) and locations. h) notification system (entire building, floor above & below, etc.). i) type of devices that sound evacuation alarm (list all types). j) system interfaces with? (elevators, smoke control, electric door locks, HVAC, etc.). k) compliance to testing & maintenance required by NFPA 72.

17) Describe the building's means of egress (NFPA 101):

a) number of exits per floor.
b) points of discharge for each exit.
c) capacity of each exit .
d) occupant load per floor.
e) remoteness of exits:
   i. maximum diagonal dimension of typical floor (identify for others if different than that of typical floors).
   ii. exit door separation.
   iii. how is distance measured (straight line or along rated exit access corridor).
f) exit access-width, fire resistance rating, arrangement.
g) exit stair enclosure.
h) exit discharge protection.
i) exit dimensions - width, tread, riser.
j) handrails (presence, stability, height above tread, graspability, etc.).
k) dead ends.
l) common paths of travel.
m) vertical openings (open stairs, atriums, escalators, etc.).
n) penetrations of exit enclosures not related to the function of the exit.
o) exit stairway pressurization, if any.

ADDITIONAL RESPONSES AND GENERAL BUILDING INFORMATION

2200 C Street, N.W. / 2215 Constitution Avenue, N.W.
Washington, D.C.

January 19, 2006

2215 Constitution Avenue, N.W. is an existing three story (above grade) building located in Washington DC. This building will have the six story addition added 2200 C Street, N.W. Architectural, mechanical, electrical, plumbing, fire protection, and structural plans for its new construction and renovation are in the construction documents phase at the time of the report. The extent of the proposed new construction and renovation will require the building to comply with the requirements of all applicable portions of the 2000 IBC International Building Code, the 2003 edition of the District of Columbia Construction Codes Supplement, DCMR 12 and all applicable codes and regulations referenced therein.

1. **Number of stories above grade:** Six (6) stories.

2. **Number of stories below grade:** Four (4) stories.

3. **Floor offered to government:** Floor P-3 and Floors 1-5.

4. **Height of highest offered floor above the lowest level of fire department access (in feet):** Approximately 65'-9" to the finished floor of the 6th story.

5. **Type of occupancies on each floor. Indicate all other than business occupancy:** Levels P-1, P-2, and small section of Lower Level consist of occupancy Group S-2, enclosed parking garages.

6. **Approximate gross area per floor:** 29,950 sq. ft +/-

7. **Describe construction type (NFPA classification) for building floors, ceilings, roof and columns:** IIA IBC (NFPA classification 111). Walls and floors are installed without obvious deficiencies and will comply with the District of Columbia Construction Code.

8. **Describe the fire-rated subdivision of building floors:** Vertical shafts, elevator hoistways, and stairs will be 2-hour fire resistance rated construction.

9. **Describe the building smoke detectors:** A new building fire alarm system and associated detectors will be installed as part of the addition and renovation. Ionization, photoelectric, and duct smoke detectors will be used. Smoke detectors will be provided in those areas of the building where required by the building code.

10. **Describe the building heat detectors:** See comment No. 9 above. Fixed temperature, rate-of-rise and a combination of fixed temperature/rate-of-rise heat detectors will be used. Heat detectors will be provided in the new/replacement fire alarm system where such detectors are required by the building code.

11. **Describe any other building fire detectors:** See comment No. 9 above.

12. **Describe the emergency lighting:**

    a. **Type:** The building's electrical system will be completely replaced as part of the building modernization and renovation. Emergency lighting will be provided throughout the building means of egress in accordance with the building code.

    b. **Location:** See comment No. 12a above.

    c. **Secondary sources of power:** See comment No. 12a above.

13. **Describe the exit signs:**

    a. **Type:** The building's electrical system including the exit signs will be replaced as part of the building modernization and renovation. New exit signs will be provided throughout the building means of egress in accordance with the building code.

    b. **Location:** Wall, ceiling, and end mounted. See comment No. 13a above.

    c. **Secondary sources of power:** Emergency illumination in the event of main power loss will be supplied by an emergency generator as required by the building code.

14. **Describe the emergency generator:** A diesel-fueled emergency generator providing 400 kW standby power will be used as part of the building addition and renovation.

15. **Describe the building fire suppression system:**

    a. **Sprinkler locations:** The extent of the building renovations will require retrofit and new installation of automatic sprinklers throughout the building per the District of Columbia Construction Codes.

    b. **Water flow alarms:** See comment No. 15a above. Water flow alarms will be provided on each system on each floor level per the District of Columbia Construction Codes for new and existing construction.

    c. **Control valves:** See comment No. 15a above.

    d. **Valve tamper switches:** See comment No. 15a above.

    e. **Standpipe system:** See comment No. 15a above. Shown on fire riser diagram.

    f. **Other suppression systems (dry chemical, CO2, etc.):** None.

    g. **Water supply:** See comment No. 15a above. Size is shown on drawings.

    h. **Supply static pressure:** See comment No. 15a above.

    i. **Fire pump data:** See comment No. 15a above.

j. **Compliance testing and maintenance:** See comment No. 15a above.

k. **Portable fire extinguishers:** Will be provided only in special hazard areas in accordance with the International Fire Code.

16. **Describe the communication system:**

a. **Type of alarm system:** The entire building (existing and new) will have an alarm system throughout the building per the District of Columbia Construction Codes.

b. **Central station:** The fire alarm system will be monitored by a central station per the building code requirements.

c. **Emergency telephone system:** None.

d. **Secondary power source:** The fire alarm system will be provided with battery backup and/or power from the emergency generator as required by the building code and NFPA 72.

e. **Control panel information:** Fire alarm control panel is provided in accordance with NFPA 72.

f. **Manual station locations:** See comment No. 16a above.

g. **Type of alarm indicating appliances:** See comment No. 16a above.

h. **Notification system:** See comment No. 16a above.

i. **Type of device that sounds an alarm:** See comment No. 16a above.

j. **System interfaces:** See comment No. 16a above.

k. **Compliance testing and maintenance:** See comment No. 16a above.

17. **Describe the building means of egress:**

a. **Number of exits per floor:** Two exits are provided for floors 1-6 and the Penthouse. Three exits are provided for P-1, P-2 and the Lower Level. Floor 6 includes a horizontal exit.

b. **Points of discharge for each exit:** Stairway 1 discharges into the Main Lobby and then directly to the building exterior. Stairway 2 and Stairway 4 discharges into a separate exit passageway, which discharges to the building exterior at grade level.

c. **Capacity of each exit:** Each exit stair is of 44 inches in clear width and is served by 36-inch wide doors affording 33-inches of clear width on each floor level. For floors 1-6, the two exits per floor afford an exit capacity of 330 persons (165 persons per stairway). For

P-1, P-2 and Lower Level, the three exits per floor afford an exit capacity of 495 persons (165 persons per stairway), (per NFPA 101 exit capacity factors).

d. **Occupant load per floor:** Floors 2-5 have an approximate floor area of 29,500 gross square feet. Calculated with an occupant load factor of 100 square feet per person for the above grade floors, the anticipated occupant load is 294 persons per floor. The parking levels have an occupant load factor of 200 square feet per person, resulting in an occupant load of approximately 202 persons. The Lower Level has a gross floor area of 33,310 square feet of office space, combined with 4,660 square feet of parking. The office space will anticipate an occupant load of 334 persons, while the parking garage will anticipate approximately 24 persons. The First Floor has an approximate floor area of 31,450 gross square feet. The office space will use an occupant load factor of 100 square feet per person, with an anticipated occupant load of 316 persons. The P-3 Level has a gross floor area of 36,323 square feet of office space. The office space will use an occupant load factor of 100 square feet per person, with an anticipated occupant load of 363 persons.

e. **Remoteness of exits:** Exits are spaced such that they are located approximately ½ the overall building diagonal dimension satisfying the minimum ¼ the building's maximum diagonal dimension per ICC IBC 2003.

f. **Exit access width:** The exit access widths are in accordance with the building code.

g. **Exit stair enclosure:** The building renovation includes construction of new exit stair enclosures. The stair enclosures will be 2-hour fire resistance rated construction per the District of Columbia Construction Codes.

h. **Exit discharge protection:** All exits discharge onto a public way or into the building Lobby.

i. **Exit dimensions:** The exit dimensions are in accordance with the building code.

j. **Exit doors:** Exit hardware will comply with the District of Columbia Construction Code.

k. **Handrails:** The building renovations will include installation of handrails and guardrails in accordance with the District of Columbia Construction Codes.

l. **Dead ends:** The building renovations will eliminate any potential dead end corridor conditions distances resulting in code compliant conditions.

m. **Common path of travel:** The building renovation will have the required common path of travel in accordance with the building code. For Lower Level office space #LL00 (3215 sq. ft) the common path of travel is greater than the 100 feet permitted by NFPA 101 or the IBC.

n. **Vertical Openings:** None.

o. **Penetration of exit enclosures not related to the function of the exit:** None.

p. **Stairway pressurization:** Not applicable.

FINDINGS AND RECOMMENDATIONS

Provide a list of all findings and recommendations for the building. Include a code reference for each finding. If there are no findings for the building indicate NONE on this sheet. Add additional sheets as necessary.

EXAMPLE Finding: The building has one exit stair.

Recommendation: Provide an additional exit stair remotely located from the existing stair.

Code Reference: NFPA 101, 7.4.1.1

1. Finding: For Lower Level office space #LL00, the common path of travel is greater then the 100 feet permitted by NFPA 101 and the IBC.

Recommendation: Provide an additional exit access door from the room to comply with the common path of travel requirement. An alternate solution may be to move the tenant entrance door eastward so that the common path of travel is less than 100 feet.

Code Reference: 2003 IBC Section1013.3, Exceptions 1; NFPA 101 Section 38.2.5.3.1.

STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full inspection of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page in the space marked "FPE". My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION, AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(IF NO DEFICIENCIES WERE IDENTIFIED, DURING THE SURVEY, PLEASE EXPLICITLY STATE SO IN THE FINDINGS AND RECOMMENDATIONS PORTION OF THE REPORT)

Signature: (b) (6) [redacted] Date: 3/28/06

Printed Name: SCOTT LARAMEE

Name of Firm: SCHIRMER ENGINEERING CORPORATION Phone #: (301) 220-1212 x 107

License Number: MD FPE # 24821

Stamp Here:

STATE OF MARYLAND
SCOTT TIMOTHY LARAMEE
No. 24821
PROFESSIONAL ENGINEER

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the offeror shall attach a sheet describing the exact nature of the deficiency, and the offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: SURVEYS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ Date: _____

Printed Name: _____

Title:

Name of Firm:

American Pharmacists Association
Rentable Area Tabulation-Additional Level
September 7, 2006
Revised December 6, 2006

					Usable Areas						Basic Rentable Areas					Rentable Area		
	Gross Building Area	Gross measured Area	Major Vertical Penetration	Floor Rentable Area	APhA Area	DoS Area	Building Common Area	Floor Usable Area	Floor Common Area	Floor R/U Ratio	APhA Area	DoS Area	Building Common Area	Building Rentable Area	Building R/U Ratio	APhA Area	DoS Area	Total Rentable Area
Addition																		
Penthouse	5,919	5,609	616	4,993	0	0	4,993	4,993	0	1.00	0	0	4,993			0	0	0
Floor 6	17,470	16,725	849	15,876	14,412	0	0	14,412	1,464	1.10	15,876	0	0			16,953	0	16,953
Floor 5	30,470	29,498	849	28,649	0	26,687	0	26,687	1,962	1.07	0	28,649	0			0	30,592	30,592
Floor 4	30,470	29,489	849	28,640	0	26,678	0	26,678	1,962	1.07	0	28,640	0			0	30,582	30,582
Floor 3	30,470	29,489	849	28,640	0	26,678	0	26,678	1,962	1.07	0	28,640	0			0	30,582	30,582
Floor 2	30,470	25,924	849	25,075	0	23,113	0	23,113	1,962	1.08	0	25,075	0			0	26,775	26,775
Floor 1	34,530	33,340	1,350	31,990	17,228	7,723	4,826	29,777	2,213	1.07	18,508	8,297	5,185			19,764	8,860	28,623
C1 Level	41,994	29,970	1,536	28,434	3,094	22,222	916	26,232	2,202	1.08	3,354	24,087	993			3,581	25,721	29,302
C2 Level	36,323	34,813	938	33,875	0	31,448	242	31,690	2,185	1.07	0	33,616	259			0	35,896	35,896
Total	258,116																	
P1	41,864	2,709	0	2,709			2,709	2,709	0	1.00	0	0	2,709			0	0	0
P2	41,864	790	0	790	342		448	790	0	1.00	342	0	448			365	0	365
Total garage																		
Total, addition	341,844	238,356	8,685	229,671	35,076	164,549	14,134	213,759	15,912		38,080	177,005	14,586	229,671	1.07	40,663	189,008	229,671
Existing Building																		
Floor 1	8,491	7,754		7,754	7,754			7,754	0	1.00	7,754	0	0			7,754	0	7,754
Basement (C1 Level)	8,691	7,720		7,720	7,720			7,720	0	1.00	7,720	0	0			7,720	0	7,720
Total	17,182	15,474	0	15,474	15,474	0	0	15,474	0		15,474	0	0	15,474	1.00	15,474	0	15,474
Total Project	359,026	253,830	8,685	245,145	50,550	164,549	14,134	229,233	15,912		53,554	177,005	14,586	245,145		56,137	189,008	245,145

NB

2200 C STREET

(b) (5), (b) (7)(F)

[redacted]

2215 CONSTITUTION AVENUE

GSA SPACE

APhA SPACE

BUILDING COMMON SPACES

MULTI-TENANT SPACE

LOBBY AND EXIT ACCESS SPACES EXCLUDED FROM USEABLE AREA

NORTH

0' 20' 40'

HARTMAN-COX ARCHITECTS 1074 THOMAS JEFFERSON ST., NW WASHINGTON, DC 20007 202-333-6446	OFFICE SPACE FOR THE GSA SFO #04-052 2200 C STREET N.W. / 2215 CONSTITUTION AVENUE, N.W. WASHINGTON, D.C.	SCALE: 1" = 40'	DATE: SEPTEMBER 7, 2006
		C2 LEVEL DEMISING DIAGRAM	

2200 C STREET

(b) (5), (b) (7)(F)

[redacted]

GARAGE
EXIT

2215 CONSTITUTION AVENUE

NORTH

0' 20' 40'

GSA SPACE

APhA SPACE

BUILDING COMMON SPACES

MULTI-TENANT SPACE

HARTMAN-COX ARCHITECTS 1074 THOMAS JEFFERSON ST., NW WASHINGTON, DC 20007 202-333-6446	OFFICE SPACE FOR THE GSA SFO #04-052 2200 C STREET N.W. / 2215 CONSTITUTION AVENUE, N.W. WASHINGTON, D.C.	SCALE: 1" = 40'	DATE: SEPTEMBER 7, 2006
		C1 LEVEL DEMISING DIAGRAM	

C STREET

(b) (5), (b) (7)(F)

[redacted]

NORTH

0' 20' 40'

GSA SPACE

APhA SPACE

BUILDING COMMON SPACES

MULTI-TENANT SPACE

HARTMAN-COX ARCHITECTS 1074 THOMAS JEFFERSON ST., NW WASHINGTON, DC 20007 202-333-6446	OFFICE SPACE FOR THE GSA SFO #04-052 2200 C STREET, N.W. / 2215 CONSTITUTION AVENUE, N.W. WASHINGTON, D.C.	SCALE: 1" = 40'	DATE: SEPTEMBER 7, 2006
		FIRST FLOOR DEMISING DIAGRAM	

(b) (5), (b) (7)(F)

GSA SPACE

APhA SPACE

BUILDING COMMON SPACES

MULTI-TENANT SPACE

LOBBY AND EXIT ACCESS SPACES EXCLUDED FROM USEABLE AREA

NORTH

0' 20' 40'

HARTMAN-COX ARCHITECTS 1074 THOMAS JEFFERSON ST., NW WASHINGTON, DC 20007 202-333-6448	OFFICE SPACE FOR THE GSA SFO #04-052 2200 C STREET, N.W. / 2215 CONSTITUTION AVENUE, N.W. WASHINGTON, D.C.	SCALE: 1" = 40'	DATE: SEPTEMBER 7, 2006
		SECOND FLOOR DEMISING DIAGRAM	

(b) (5), (b) (7)(F)

[redacted]

GSA SPACE

APhA SPACE

BUILDING COMMON SPACES

MULTI-TENANT SPACE

LOBBY AND EXIT ACCESS SPACES EXCLUDED FROM USEABLE AREA

NORTH

0' 20' 40'

HARTMAN-COX ARCHITECTS 1074 THOMAS JEFFERSON ST., NW WASHINGTON, DC 20007 202-333-6448	OFFICE SPACE FOR THE GSA SFO #04-052 2200 C STREET, N.W. / 2215 CONSTITUTION AVENUE, N.W. WASHINGTON, D.C.	SCALE: 1" = 40'	DATE: SEPTEMBER 7, 2006
		THIRD, FOURTH, AND FIFTH FLOORS DEMISING DIAGRAM	

(b) (5), (b) (7)(F)

[redacted]

ROOF TERRACE

GSA SPACE

APhA SPACE

BUILDING COMMON SPACES

MULTI-TENANT SPACE

NORTH

0' 20' 40'

HARTMAN-COX ARCHITECTS 1074 THOMAS JEFFERSON ST., NW WASHINGTON, DC 20007 202-333-6446	OFFICE SPACE FOR THE GSA SFO #04-052 2200 C STREET N.W. / 2215 CONSTITUTION AVENUE, N.W. WASHINGTON, D.C.	SCALE: 1" = 40'	DATE: SEPTEMBER 7, 2006
		SIXTH FLOOR DEMISING DIAGRAM	