1.0 SUMMARY

1.1 GENERAL PROVISIONS (DEC 2008)(*)

A. Unless otherwise noted, all obligations and references to "provide" and "install" shall be the sole responsibility of the Lessor. Likewise, any obligation to "provide" and "install" reference, if used by itself, shall require provision of design, materials, labor and installation of said item.

B. All references made to "number of days" in this Solicitation for Offers (SFO) shall mean calendar days, not work days, unless otherwise noted.

C. Unless otherwise noted, all references in this SFO to square feet or usable square feet shall mean ANSI/BOMA Office Area (ABOA) square feet.

D. Offeror, Successful Offeror and Lessor are used interchangeably throughout this SFO.

E. Where the SFO and Program of Requirements (POR) conflict, the POR will apply. Contact the Contracting Officer for clarifications.

F. Unless otherwise stated in a paragraph, shell building costs are described in the SFO through Section 11. When directed to refer to the POR for more stringent requirements above the SFO shell requirements, the additional costs are tenant improvement costs.

G. This is a turnkey project. All references to Tenant Improvement Allowance are for cost proposal purposes only. There will be no further adjustments to the project costs after lease award except for adjustments as noted in the ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION paragraph, ratio adjustments in Section 11 of the attached Program of Requirements, and Government-approved change orders. Offerors are encouraged to design the project to deliver the entire program of requirements within the congressionally-imposed rent limitation set forth in Paragraph 1.5H.

1.2 PHASE II AMENDMENT (*)

The Government has amended this SFO. Those paragraph headings containing an asterisk (*) indicate an amended or added clause.

1.3 PRE-PROPOSAL CONFERENCE (*)

A. GSA intends to conduct pre-proposal meetings with each offeror in an effort to exchange preliminary construction cost information and to improve the understanding of the Government's requirements (SFO, Program Of Requirements, or the forms provided in the Phase II package) and industry capabilities, prior to engaging offerors' Architects in the full design, thereby allowing potential Offerors to judge whether or how they can satisfy the Government's requirements. In addition, these meetings will serve to enhance the Government's ability to obtain quality construction services, at a reasonable price, increase efficiency in proposal preparation, proposal evaluation, negotiation and contract award. All requirement revisions and alternative suggestions adopted by the government as a result of these meetings will be incorporated into this SFO and made available to all Phase II offerors by way of amendment to this solicitation package. These meetings will take place approximately 45 calendar days after issuance of the Phase II SFO and will be held in the GSA office in Boston, MA. In preparation for this meeting, each offeror must prepare a preliminary construction estimate using the Building Construction Cost in Construction Specification Institute (CSI) Format (the original 16 category format) and Uniformat, Level 3. Estimates should include all divisions along with design fees, contingency, general conditions, Contractor' s Overhead and Profit, and Tenant Improvement Allowance.

B. The Government will schedule individual meetings with each team invited to participate in Phase II. The Contracting Officer will provide additional information to the offerors advancing to Phase II of this solicitation.

1.3 PROJECT SCOPE AND COMPLEXITY (JUL 2008) (*)

A. (b) (7)(F) [redacted]

B. [redacted]

C. [redacted]

D. [redacted]

E. (b) (7)(F) [redacted]

F.

G.

H.

I. The main facility shall accommodate increased floor load capacity in designated areas. Refer to the POR for additional information.

J. This solicitation requires a fully-serviced offer, including, but not limited to, overall facility and campus management, daytime cleaning, lawn care and maintenance, snow removal (as required), utilities, etc.

K. The Government reserves the right to name the building.

1.4 AMOUNT AND TYPE OF SPACE (JUL 2008) (*)

A. The General Services Administration (GSA) is interested in leasing approximately 220,000 (RSF)rentable square feet of space. The rentable space shall yield a minimum of 191,304 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 210,434 ANSI/BOMA Office Area 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 SFO. The maximum rentable square footage is based on Lease Prospectus 268,452 RSF* and provides for a Common Area Factor of no more than 1.15. Rent will not be paid for delivery of any space in excess of 268,452 rentable square feet nor will any additional space be authorized (rent free or otherwise) in the Present Value analysis computations. *48,452 rentable square feet for 'THE ANNEX" is optional.

B. Secured parking for 230 Government vehicles shall be provided in a parking garage to be constructed on site. Parking spaces shall be non-tandem (no stacked) and capable of accommodating full-size passenger vehicles, utility vehicles and light trucks. The first floor/ground floor of the garage must maintain a clear ceiling height of 14'-0" from the finished floor to the lowest ceiling or wall mounted obstruction. Parking must not be located inside or under the office building or annex.

C. (b) (7)(F) [redacted]

spaces should be surface parking unless site conditions and costs warrant otherwise. The Government is seeking the most economical solution. If code-required parking exceeds the total parking requirement, the Lessor is encouraged to seek a variance from the local jurisdiction for the lesser number of spaces.

D. FOR EXPANSION REQUIREMENTS, REFER TO PROGRAM OF REQUIREMENTS (POR) FOR FEDERAL BUREAU OF INVESTIGATION FIELD FACILITIES.

E. (b) (7)(F) [redacted]

F. Handicapped parking spaces will be provided for all parking areas in accordance with the SFO's accessibility requirements and local code. When the SFO requirements and local code conflict, the more stringent will apply.

G. PARAGRAPH DELETED, FOR FLOOR PLATE SIZES, REFER TO POR.

H. There is a Congressionally-imposed rent limitation of $12,348,792 per annum for this project. The average annual rental rate will not exceed the approved rental rate of $46/RSF per annum for a lease term of 20 years, as stated in the Committee Resolution, Prospectus Number: PMA-01-BO05 dated March 7, 2006. This shall include the cost of the land and the cost to construct the main facility, annex and all parking requirements including operating expenses and real estate taxes. Offers received that exceed this limitation will be considered non-responsive. A copy of the Committee Resolution is attached.

1.5 AREA OF CONSIDERATION (JUL 2008)

The site must be located within the Central Business districts of the City of Boston and/or within Suffolk County.

A site that faces, abuts and has frontage on a boundary street is deemed to be within the delineated area as long as the site is fully accessible from that boundary street. For example, if a freeway is a boundary and there is no direct access to the site from both directions, it will not be acceptable.

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

1.6 CONTINUING PURCHASE OPTION (*)

The Government shall have the continuing right during the term of the Lease to purchase the Facility at such price and upon such other terms and conditions as are mutually agreed between the parties; provided, that notwithstanding the above, the Government reserves all its rights as Sovereign.

1.7 DESIGN EXCELLENCE (*)(DEC 2008)

A. The GSA Design Excellence Program was formally initiated in 1994. This program ensures GSA's long-term commitment to excellence in public architecture, engineering, and construction. The selection of private sector architects and engineers who design GSA facilities is based foremost on their talent, creativity, and ingenuity. The entire architect/engineer (A/E) design team must demonstrate its ability to satisfy the comprehensive project development and management requirements of this SFO. The Design Excellence Program incorporates peer professionals in the selection of A/E design teams and the review of proposed designs. The peer professionals are distinguished architects, engineers, landscape architects, urban designers, public arts administration, design educators and critics from across the Nation. The main goal of the Design Excellence Program is to realize the objectives of the Guiding Principles of Federal Architecture.

B. This project is an opportunity in design and construction excellence. The design must integrate the building into the fabric of the surrounding community and balance the following:

1. An efficient working environment that can accommodate ongoing technological innovation and allow for a technologically state-of-the-art work place throughout the project's useful life;

2. Design, construction and ongoing operation of the project that minimizes the impact on the environment and the utilization of energy and other scarce and non-renewable resources;

3. The project must be designed and constructed to achieve a minimum of LEED Silver rating in the New Construction (LEED-NC) Category Version 2.2. See the LEED-NC REQURIEMENTS paragraph elsewhere in this SFO for more information.

4. Innovative design approaches that express the Government's purpose and identity;

5. Design that exemplifies accessibility within the context of a public/private sector project;

6. The competitive best value lease procurement;

7. A facility that reflects the dignity, enterprise, vigor and stability of the Federal Government, emphasizing designs that embody the finest contemporary architectural innovations while avoiding an official style; and

8. Efficient and economical construction process and procedures that enforce and/or improve the design goals and provide an on-time/on-budget facility.

C. GSA's goal is to maximize the above factors in the design and construction of the facility while maintaining an operating lease. Refer to subparagraph 2.1 in the "How to Offer" paragraph in the OFFER EVALUATION section of this SFO.

D. To facilitate a clear understanding of the Government's requirements for this project, after receipt and evaluation of Offerors' initial Phase II submission and proposed design, the Government, including the FBI, may hold one or more meetings with each Offeror to review the strengths, weaknesses and deficiencies as identified by Source Selection Evaluation Board (SSEB) evaluation. Offerors will have the opportunity to make revisions to their proposed design with the intent to make their proposed design better address the Government's operational needs. This refinement period is not expected to exceed 30 days after the SSEB evaluation. These meetings are in addition to the oral presentations described elsewhere in this SFO. During the oral presentation, the Offeror must present their design concept that considered the Government's review, comments, and the Offeror's refinements in response. After the oral presentations and prior to or concurrent with the request for final proposal revisions, the Government will provide to the Offerors the SSEB's updated evaluation of their strengths, weaknesses and deficiencies.

E. FOR CODES AND STANDARDS REFER TO POR.

1.8 BUILDING INFORMATION MODELING (*)

A. The implementation of Building Information Modeling (BIM) is optional. If the offeror elects to implement BIM, the offeror shall provide a cost estimate for these services depicting the expected gain. The Government reserves the right to approve BIM implementation within the project.

B. During the construction document phase, the Lessor is encouraged to use 3 dimensional, parametric CAD tools to produce a Building Information Model (BIM). The model should be developed in Autodesk Revit, or equal for the architectural and structural engineering disciplines. Major electrical components will also be modeled in Revit, or equal. The mechanical engineering discipline should be developed in Autodesk Building Systems. Civil engineering, electrical engineering and fire protection engineering disciplines may be produced in AutoCAD. NavisWorks, or equal, technology shall be used for coordination of the architectural and engineering disciplines. Required cost estimates may use the quantity surveying features of the BIM software in conjunction with conventional quantity surveys where required.

C. The Lessor is encouraged to develop the BIM such that costs can be extracted from it with Core/Shell and TI costs broken out for the Government. The Lessor may use the BIM for developing the BOMA area calculations, customized to meet GSA Spatial Data Management requirements. The Lessor may test the BIM specifications interlink options, and report on the feasibility of integrating the construction specifications with the BIM, as outlined elsewhere in this SFO. The model shall be used primarily as a replacement for 2 dimensional drawings and for the detection of clashes and conflicts between building systems. If used, GSA intends, through modeling, to use the BIM for generating 4D construction sequencing plans, for integration with shop drawing information (where available) and for export to construction fabrication interfaces. The Model shall be fully integrated, interoperable and IFC compliant to the fullest extent feasible. Drawings extracted from the BIM may be supplemented by notes, schedules and other two dimensional output from the model, and may be supplemented by 2 dimensional details, etc. produced conventionally in CAD.

D. The Lessor may investigate specification programs which link the specifications with the 3D/BIM software. The Lessor may prepare test sections using these tools that are linked to the BIM, and review the results with GSA in order to determine the feasibility of producing the construction specifications in this manner.

E. The following are suggested building elements for inclusion in the BIM 3D model:
   1. Foundation/ slabs on grade/ elevated slabs
   2. Structural steel
   3. Glazing
   4. Cladding
   5. Walls
   6. Ceilings
   7. Doors
   8. Rigid HVAC ductwork
   9. Storm drains
   10. Chillers/ cooling towers/ pumps/ air handling units/ boilers or other major equipment
   11. Electrical switchboards/ panel boards/ motor control centers/ electrical cables (grouped as a tray object)
   12. Electrical generators
   13. Electrical distribution raceways
   14. Blocking/ bracing/ miscellaneous supports
   15. Government defined space objects

1.9 ELECTRONIC PROJECT MANAGEMENT SOFTWARE (*)

A. Centric Project
   1. The Lessor shall use Centric Project for centralized communications and administration of core elements of the project including schedule updates, RFI management, meeting minutes and submittal logs, etc. All project team communication and coordination shall be maintained through this system throughout the entire duration of the project. GSA will provide the Lessor basic access to the project website at no cost. The Lessor's entire project team, including but not limited to the A/E, sub consultants, CM and the General Contractors, shall be trained prior to using the application. The Lessor shall bear all training costs for themselves and/or subcontractors as well as the cost of any customization they desire.

- Refer to the POR section titled DOCUMENT SECURITY for additional information.

B. Equipment and Connectivity
   1. Refer to Centric Project web site (WWW.CENTRICSOFTWARE.COM) for system and connectivity requirements.

C. Document Security
   1. The intended electronic design and construction documents stored in the system contain various levels of sensitive but unclassified (SBU) information, as defined by PBS Order 3490.1. The ability of the Government to provide for the safety and security of persons and property under its charge and control is a major concern of the Government. Security procedures are necessary to reduce the risk that project information will be used for unauthorized and/or illegal purposes. Most email systems and FTP sites do not meet the necessary security requirements for the transmission of electronic SBU information; therefore Active Project will be the only acceptable means for electronically transferring SBU project information. Physical transfer of information is still acceptable.

D. Data Ownership
   1. GSA shall retain ownership of all data entered into the system and shall administrate and distribute all information contained therein.

1.10 MINIMUM SITE REQUIREMENTS (JUL 2008)

T The following site characteristics are go-no go factors. An offer will be technically unacceptable if the site in the offer fails to meet any one of these factors.

A. The offered site must be located within the delineated area and meet the requirements of the Location: Inside or Outside City Center paragraph in the solicitation.

B. The offered site must provide or have the ability to provide two means of ingress and egress from the site.

C. No easements encroach on the secure portion of the site.

D. Any improvements to the offered site necessary for the Government's mission must lie outside a 100-year flood plain.

E. The offered site and its topography must provide sufficient buildable area to accommodate all requirements of the SFO.

F. The Offeror must provide completed NEPA Categorical Exclusion Checklist. If an offer is technically acceptable, the Checklist will be evaluated by the Government during Phase I evaluations to determine whether additional studies are warranted, and to evaluate impacts to project costs and schedule.

G. The Government's security risk assessment must indicate the site is or can be made acceptable through mitigating efforts. The Government will perform a security risk assessment on offered sites that meet the above requirements. For those offerors advancing to Phase II, the Government will provide any required mitigation so the offerors can consider the costs in their priced Phase II offer. A site is technically unacceptable if there are risks that cannot be mitigated to an acceptable level. If a site is found to be technically unacceptable, the offer will receive no further evaluation for this procurement.

1.11 LOCATION: INSIDE OR OUTSIDE CITY CENTER (SEP 2007)

A. CITY CENTER 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.
   2. *Location Amenities*
      a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants are desired within 2640 walkable feet (1/2 mile). Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 2640 walkable feet (1/2 mile).
      b. Regularly scheduled public transportation must be located within 2640 walkable feet (1/2 mile) of the public access to the site sufficient to cover commuting needs.

B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:
   1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) in an area that consists of attractively landscaped sites containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
   2. *Location Amenities*
      a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants are desired within 2640 walkable feet (1/2 mile). Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 2640 walkable feet (1/2 mile).

b. Regularly scheduled public transportation must be located within 2640 walkable feet (1/2 mile) of the public access to the site sufficient to cover commuting needs.

1.12 RELOCATION ASSISTANCE ACT (MAR 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.

1.13 ARCHEOLOGICAL FINDINGS: NOTIFICATION TO CONTRACTING OFFICER (MAR 2001)

There is a possibility that items of archaeological significance may be found during the excavation of the site for new construction. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Contracting Officer immediately; subsequent excavation work shall proceed as directed by the Contracting Officer. All items found which are considered to have archaeological significance are the property of the Government. The Lessor shall be granted an extension of time for delivery of the space in an amount equal to the delay ordered by the Contracting Officer for such discovery.

1.14 ENVIRONMENTAL CONSIDERATIONS (MAR 2001) (*)

A. These requirements represent a significant Government action, which may necessitate an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) of the impact on the site and surrounding area. Some of the criteria which will be considered include assessment as to whether the provision of space at the designated location:

1. is consistent with community land use and zoning;
2. is not below the 100 year flood plain;
3. does not adversely affect rare or endangered plants or animals;
4. does not create an undue burden on utility systems;
5. does not create significant traffic problems;
6. will not adversely affect anything of historic or archaeological significance;
7. does not contain hazardous material on the site or under the site. (This constitutes a Phase 1 Environmental Study).

B. Any environmental studies contracted for by the Government will be provided to the offerors.

1.15 SUB-SOIL CONDITIONS (JAN 2008-DS)

Phase II offerors are required to ascertain the sub-soil conditions. The design bearing value of the soil and pile capacity shall be indicated on the design drawings under "Structural Notes." All tests shall be at the Offeror's expense.

1.16 LEED®-NC REQUIREMENTS (JUL 2008)

A. The campus (multiple buildings) must be designed and constructed to achieve a minimum of LEED® Silver rating in the New Construction (LEED®-NC) Category Version 2.2. The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve certification, Lessor must refer to the latest version of LEED®-NC Reference Guide at *http://www.leedbuilding.org.* At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF printed to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide GSA viewing access to the LEED®-Online workspace during design and through the term of the lease. The tenant agency intends to use GREENGUARD certified furniture in the space.

B. Offerors are strongly encouraged to achieve LEED®-NC Indoor Environmental Quality: Credit 8.1 Daylight for 75% of Spaces.

C. From the following 8 LEED® credits, 9 points must be achieved on the project:

i. Water Efficient Landscaping: Credit 1.1 Reduce by 50%

ii. Energy & Atmosphere: Credit 1 Optimize Energy Performance—Must achieve 2 points
iii. Energy & Atmosphere: Credit 3 Enhanced Commissioning
iv. Materials and Resources: Credit 5.2 Regional Materials, 20% Extracted, Processed and Manufactured Regionally
v. Indoor Environmental Quality: Credit 2 Increased Ventilation
vi. Indoor Environmental Quality: Credit 3.2 Construction IAQ Management Plan, Before Occupancy
vii. Indoor Environmental Quality: Credit 8.2 Views for 90% of Spaces
viii. Innovation & Design: Credit 2 LEED® Accredited Professional

D. If the Lessor fails to achieve a minimum of LEED®-NC Silver certification within 12 months of occupancy, the Government may implement a corrective action program to achieve a minimum of LEED®-NC Silver certification and deduct its costs from the rent.

E. At project completion of minimum of LEED®-NC Silver documentation and receipt of final certification, the Offeror must provide the Government two electronic copies of all supporting documentation for certification on compact disk.

1.17 UNIQUE REQUIREMENTS (AUG 2005) (*)

- Space must be capable of maintaining a high level of security. Access will be controlled and imposed on all visitors, contractors and other personnel, including those supplied by the Offeror/Lessor for the purpose of maintenance, cleaning and repairs. Security may include, but is not limited to fingerprinting and background checks, as determined by the Government. See additional security requirements elsewhere in the Phase II SFO and Attached Specific Room Requirements

1.18 LEASE TERM (SEP 2000)

The lease term is for 240 months. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.19 OCCUPANCY DATE (SEP 2000) (*)

A. The entire main facility, annex and parking structure must be completed and ready for occupancy by August 26, 2011 based on an estimated lease award date in August 2009. Upon delivery of the leased premises as substantially complete, the Government shall prepare a "punch list" setting forth all items not essential to substantial completion and which are not yet complete. The Lessor shall complete all punch list items within 30 days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government shall withhold from the monthly rental payable by the Government the amount of 5% of each monthly rental amount (the "Retainage"). The Government shall pay the Retainage to the Lessor within 30 days after the Final Completion Date. In addition, the Government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by Government personnel to escort the Lessor's contractors through the building.

B. In order to facilitate the Government's occupancy of this space, the Government shall be allowed early access for the purposes of delivery and installation of specialized cabling, furniture and equipment. The Government will require the Lessor's cooperation to provide access to the entire space and ceiling systems to pull telephone, alarm, access control, video and fiber optic cabling prior to the contractor's installation of the ceiling grid system. For reasons of national security, this work will be handled by Government employees and affiliates with appropriate security clearances. The completed cable tray/wire way system shall be installed and available for use at this time. The Lessor is responsible for coordination with the contractors and the Government's vendors in advance to avoid conflict in completion of the build out. In addition, the Government shall require that the tenant agency's communications and systems furniture contractors be afforded access to specific rooms prior to scheduled acceptance of the space. The Lessor shall have the HVAC systems functional at this time. Refer to the POR for additional information.

C. Substantial completion shall be defined in accordance with the AIA's definition as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that it is available for occupancy or for its intended use by the Government. A Temporary Certificate of Occupancy (TCO) does not signify substantial completion.

D. In addition, the following conditions must be met and are required for substantial completion. Documentation indicated below must be submitted to the Contracting Officer.

1. The Architect's Certificate of Substantial Completion must be completed and signed. This document shall include the punchlist of deficiencies identified by the owner's project team.

2. All building and security provisions must be complete and operational, including the entire perimeter vehicle barrier system.

3. All fire and life safety provisions must be complete and operational.

4. All building systems must be complete and operational.

5. Each portion of the work must individually be substantially complete.

6. All final inspections by local and state jurisdictions must have been performed and their approval given.

7. All systems tests required by the lease must have been performed and the results accepted.

8. An HVAC Test and Balance Report must be submitted and the results accepted.

9. All interior spaces must be weather tight.

10. An Occupancy Permit must have been issued.

11. The Certificate of Occupancy and Fire Marshall acceptance must be documented and provided to the Government.

12. The Lessor's Architect and Engineers shall provide a punch-list to the Government.

13. Diesel generator and Building Automation System/Automatic Temperature Control Systems must have been completely tested and operational.

14. Submit a schedule for the completion of the multiple punch-lists (Government and Lessor's).

1.20 SECURITY AND SENSITIVE BUT UNCLASSIFIED INFORMATION (AUG 2008) (*)

A. Additional requirements will be provided to the offerors advancing to Phase II of this solicitation.

B. The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002. A major goal of GSA and the Federal Government is the safety and security of people and facilities under the charge and control of GSA. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes. GSA Associates and GSA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.

C. For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Form B.

D. During the lease build out and the remaining term of the lease, the Lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to GSA. Requests for SBU information from GSA client agencies shall be referred to the GSA Contracting Officer.

E. When the Lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

F. Failure by the Lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.

1.21 SECURITY CLEARANCES (JUL 2008)

A. Members of the Development team, who are selected for award, may be required to undergo an indepth Background Security Clearance investigation. See Section 11 and POR for additional security requirements.

1.22 SITE SECURITY (JUL 2008)

A. See Section 11 and POR for additional security requirements.

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

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.

B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to

minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.

D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, POR and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

1.24 ARCHITECTURAL SERVICES AND DELIVERABLES (JUL 2008) (*)

A. In addition to the services required in the POR, the Lessor must provide the following services and/or deliverables.

B. The Government will define submission of deliverables for the various phases of work. The most current base building information must be included in the deliverable to the extent that it is required or necessary in order to coordinate the interior design. The Lessor must review the Program of Requirements ("POR") provided by the Government. The POR is the comprehensive Government interior architectural program of requirements.

C. The Lessor must submit Design Intent Drawings, which are fully dimensioned drawings of the Leased space that include basic architectural information, specifically wall types and locations, door types and locations, etc.

D. The Lessor must incorporate all of the Government's DID comments into the construction drawings, specifications, calculations ("CD's"), or must respond in writing to the Government's DID comments if a comment cannot be incorporated. The Lessor must provide detailed explanation as to the reasons why they cannot be incorporated. Refer to the POR for more information on the DIDs.

E. The CD's must include all building elements, including but not limited to architectural, landscape, mechanical, electrical, plumbing, fire safety, lighting, structural, civil, and any other elements of the work required to make the project complete. CD's must be annotated with all applicable specifications. The CD's must be of sufficient detail to obtain all necessary permits, to competitively bid the applicable stage and to construct such stage.

F. Complete site data including existing grades and finish or design elevations, method of draining site, locations of storm sewers, sanitary sewers, water mains, utility poles, light poles, curbs, retaining walls and other pertinent site data. Include sizes and inverted elevations of all sewers.

G. Large scale cross sections through exterior walls including lintels, sills, copings, foundations, entrance features, and other pertinent details necessary to show construction. Include details of structural anchors and connections.

H. Complete structural framing plan, including details for anchoring joists, beams, bridging, etc. Allowable design stress and the American Society for Testing and Materials (ASTM) designation for structural and reinforcing steel must be clearly indicated on the design drawings under "Structural Notes." The allowable live load for each floor, and for each section of a floor which deviates from the standard, must be clearly indicated directly on the framing plan.

I. The Lessor must include the following information on the drawing submissions:
   1. Heating and cooling block load calculations.
   2. HVAC plans and equipment specifications.
   3. Plumbing plans and equipment specifications.
   4. Hardware schedules and specifications.
   5. Finish schedules and specifications.
   6. Special Equipment specifications.
   7. Final dimensioned plans, elevations, building section, and architectural detail drawings.
   8. Building sprinkler system hydraulic calculations and associated drawings.
   9. Other building code analysis and certifications.
   10. All final design calculations not otherwise listed above.

J. Concept Drawings -- After award and at Lessor's expense, Lessor's lead designer will meet with the GSA and the tenant agency (multiple meetings may be necessary) to discuss agency functions, requirements, adjacencies, etc. Lessor's lead designer shall then produce final conceptual drawings with accompanying narratives and present them to GSA and the tenant agency within 60 calendar days from award. The Lessor shall demonstrate that the concept drawings are within the awarded lease costs. These concept drawings shall include building placement and organization of the site, preliminary layouts of tenant improvements as well as fenestration, façade, shell, and common areas. At or before the presentation to GSA and the tenant agency, the Lessor shall provide 8 copies of these drawings and narratives to the Contracting Officer.

Review of concept drawings: The Government shall perform all reviews of concept drawings and narratives within 30 calendar days of the final presentation of such from Lessor and/or his lead designer. GSA and the tenant agency will select the most favored concept that shall then be further developed into design development drawings.

K. **Decision Making Process** – Design concept refinement and design development after award will not only be in accordance with the specific SFO requirements, but also a direct extension of the submitted design concept. The further design development must retain all the functional and basic physical characteristics of that concept. The Contracting Officer has the right to reject any aspect of subsequent design development, which varies from the concept, and which would adversely affect the Government's use and occupancy of the space or the Government's other interests in the building, as set forth or implied in this SFO. Nonetheless, the Lessor may propose for the Contracting Officer's acceptance, or the Contracting Officer may propose for the Lessor's acceptance, evolutionary adaptations or changes to the concept that improve the design. Neither party will unreasonably withhold such acceptance of demonstrably beneficial design adaptations of the concept which would not measurably increase the costs of construction, operation or occupancy of the space or building and which would not decrease the utility of the space or building to either party.

L. **Project Schedule** -- Refer to the POR for additional requirements.

1.25 BUILDING SHELL REQUIREMENTS (SEP 2000) (*)

A. The Lessor's build out obligations in providing a building shell (at the Lessor's expense) shall include the following:

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.

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 Chapters 3 through 10), and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. Ceilings. A complete acoustical ceiling system (which includes grid and lay in tiles) 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.

7. Plumbing. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

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 for tenant use. This 7-watt capacity shall be provided at appropriate voltages for tenant-area lighting and tenant receptacle/equipment loads. Other building equipment, such as shell-required HVAC loads, shall not be considered part of this 7-watt capacity but shall be provided as part of the building shell electrical requirements. Distribution equipment

required by the shell requirements of this SFO shall include all main service equipment, distribution panel boards, transformers, lighting and appliance panel boards, associated feeders, and all branch circuit breakers to accommodate the loads and quantities of devices required to meet the 7-watt capacity.

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.

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. All of the above improvements are described in more detail hereinafter in this SFO.

1.26 TENANT IMPROVEMENTS FOR TURNKEY LEASES (SEP 2000)

A. Tenant Improvements are those costs required for building out the Government demised area in accordance with the Government approved design intent drawings. For purposes of this SFO, "Tenant Improvements" includes Building Specific Security items, unless otherwise indicated. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, subject to price adjustments as discussed in the paragraph entitled, "ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION (MAR 2006). All improvements shall meet the quality standards and requirements of this SFO and its attachments and GSA Form 3517, General Clauses.

B. The Tenant Improvement costs 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.

1.27 ACCESSIBILITY FOR NEW CONSTRUCTION (MAY 2006)

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 preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

1.28 SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.

2. "IBC" means "International Building Code" (IBC). The IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting *HTTP://WWW.ICCSAFE.ORG*.

3. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment A, together with any required attachments.

B. The design and construction of new buildings, or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC) by "Substantial Completion".

C. At the time of "Substantial Completion," the Lessor shall provide a written certificate from an Engineer affirming that the building design and construction conform to the seismic provisions of the latest edition of the *International Building Code* (IBC).

D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government.

1.29 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/.

1.52.222 4	Contract Work Hours and Safety Standards Act Overtime Compensation
2.52.222 6	Davis Bacon Act
3.52.222 7	Withholding of Funds
4.52.222 8	Payrolls and Basic Records
5.52.222 9	Apprentices and Trainees
6.52.222 10	Compliance with Copeland Act Requirements
7.52.222 11	Subcontracts (Labor Standards)
8.52.222 12	Contract Termination Debarment
9.52.222 13	Compliance with Davis Bacon and Related Act Regulations
10.52.222 14	Disputes Concerning Labor Standards
11.52.222 15	Certification of Eligibility

2.0 TECHNICAL EVALUATION FACTORS

2.1 OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS (DEC 2008)

A. The best value tradeoff process permits tradeoffs among price and technical factors, allowing the Government to make an award to other than the lowest priced Offeror or other than the highest technically rated Offeror. For this solicitation, the technical evaluation factors, when combined, are significantly more important than price. However, price will become more important as the technical proposals become more equal.

B. In Phase I, Offerors are required to submit proposals that include information on the Offeror's technical approach and technical qualifications, but not detailed design or price information. After evaluating Phase I proposals, the Contracting Officer and Source Selection Evaluation Board (SSEB) will select the most highly qualified Offerors based on the offers submitted. The SSEB will select no more than five (5) Offerors to advance to Phase II. Phase II Offerors will submit offers which include price and technical proposals. Offerors not selected for the short-list will be eliminated without further consideration and will be notified in writing.

C. In Phase I, Offerors will present their qualifications by submitting information on their team composition, proposed key personnel, related experience, and Design Philosophy. The SFO will state the minimum requirements for each team member. Clarification of proposals, if necessary, will be obtained by the Contracting Officer; formal negotiations will not be held during Phase I.

D. Those selected on the Phase I short list will be invited to participate in Phase II of the procurement and will be asked to provide price and technical proposals. The Phase II proposals that meet the minimum technical requirements of the SFO will be scored according to the technical evaluation factors and standards outlined in the SFO. The technical proposals will be reviewed and evaluated separately from the GSA Contracting Officer's review of the price proposals. At the conclusion of Phase I, the Phase I scores will be final and will not change in Phase II unless the contracting officer receives new information that prevents him or her from making an affirmative determination of responsibility in accordance with FAR 9.1, or a key personnel substitution occurs.

E. Price proposals submitted in Phase II will be evaluated by the GSA Contracting Officer in accordance with FAR Part 15. The Contracting Officer will negotiate the rental rate for the initial term and any renewal options and evaluate the proposed costs. The Contracting Officer will negotiate with those Offerors determined to be in the competitive range in accordance with FAR 15. The competitive range is determined by the combination of price and technical factors—not just price alone. The Contracting Officer will negotiate the rental rate for the initial term and evaluate the proposed costs against the prospectus limitation and the scoring model for sufficiency, Present Value (PV) of the Net Operating Income (NOI) over the life of the lease does not exceed 90% of the Fair Market Value (FMV) of the asset.

F. After technical and price evaluations, discussions, and/or negotiations, the Contracting Officer will request final proposal revisions. The final proposal revisions will be evaluated by the SSEB, and a recommendation for award will be provided to the Source Selection Authority for approval. The recommendation will be the proposal that represents the best value to the Government considering technical evaluation factors and price.

G. All proposals must consistently use the same terminology, specifically the Key Personnel titles, as stated in the SFO.

2.2 STATEMENT OF PROPOSED EVALUATION AND SELECTION PROCESS (JUL 2008)

A. The Government will award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and technical factors listed below considered. For this solicitation, technical quality is significantly more important than cost or price. As proposals become more equal in their technical merit, the evaluation of price becomes more important. Likewise, as price becomes more equalized, technical merit becomes the most important component. The Government reserves the right to select the lowest responsive offer if it represents the best value to the Government.

2.3 PHASE I EVALUATION FACTORS AND THE RELATIVE ORDER OF IMPORTANCE (DEC 2008)(*)

The results of the Phase I evaluations will not carry forward to Phase II evaluations though they will factor into the overall source selection decision as discussed in subparagraph D of. OVERVIEW OF TECHNICAL EVALUATION AND SELECTION PROCESS.

2.4 PHASE II EVALUATION FACTORS AND RELATIVE ORDER OF IMPORTANCE (NOV 2007) (*)

A. The technical evaluation factors listed below are in descending order of importance. Factor 1 is more important than Factors 2 or 3. Factors 2 and 3 are equally important. The combination of Factors 1, 2, and 3 is significantly more important than Factor 4.

Factor 1	Facility Design
Factor 2	Site Layout and Design
Factor 3	Building Systems
Factor 4	Site and Potential Environmental Impacts

2.5 PHASE I FACTORS (JUL 2008) (*)
Deleted with no replacement in the Phase II SFO.

2.6 PHASE I MINIMUM STANDARDS (JUL 2008) (*)
Deleted with no replacement in the Phase II SFO.

2.7 PHASE I FACTOR SUBMISSION REQUIREMENTS (JUL 2008) (*)
Deleted with no replacement in the Phase II SFO.

2.8 PHASE II FACTOR DESCRIPTIONS (NOV 2007) (*)

A. Factor 1 -- Facility Design

1. This factor considers the overall basic design intent and building concept for the Office Building as well as the Annex (where applicable), Secure Parking Garage, and Visitor Screening Facility (VSF). Aspects of the designs including, but not limited to, the following items will be evaluated:
   a. Overall design impression of the building(s),
   b. Architectural strategy and image,
   c. Interpretation of the tenant program information,
   d. Functionality of the building,
   e. Plan for future expansion (as applicable),
   f. Building efficiency,
   g. Finished ceiling height,
   h. Exterior building materials,
   i. Architectural features,
   j. Building scale and proportion of façade elements.
   k. Number, location, and configuration of entrances and exits, the clarity of circulation paths, and the size and shape of building and entry/exit points.

2. Aspects that pertain specifically to the Office Building:
   a. Maximization of large open blocks of space,
   b. Layout efficiency of open workstation areas,
   c. Common area factor,
   d. Flexibility of space for future changes,
   e. Ease of access for data and telecommunications distribution,
   f. Effectiveness and aesthetics of security provisions,
   g. Floor plate configuration that will allow for efficiency in layout of TI spaces,
   h. Floor loading capacity,
   i. Approach to meeting Sustainability/LEED requirements,
   j. Workspace quality,
   k. Building envelope, configuration and placement of windows,
   l. Use of natural light,
   m. Location and adjacencies of core areas, Room 10, and Area 27 spaces (refer to POR Room Data Matrix and Legend), with regard to functional efficiency and aesthetics.
   n. Interior finishes (such as lobbies, restrooms, executive areas, conference rooms, elevators, and general office space).
   o. Features which enhance the aesthetics of the interior space.
   p. Appropriateness for the Federal Government.
   q. Environmental friendliness of facility.

3. Emphasis must be placed on originality of timeless design, which does not duplicate that of existing Government or private industry projects, or any other Agency Field Offices. The new building must be compatible with the surrounding neighborhood and identify with the city and state.

B. Factor 2 -- Site Layout and Design

1. This factor considers the overall basic site design concept. Aspects of the design including, but not limited to, the following items will be evaluated:
   a. Overall design impression of the site.
   b. Number and configuration of site entrances and exits, the clarity of circulating paths, and the location of building entry/exit points.
   c. Vehicular and pedestrian traffic patterns.
   d. Location of future expansion areas.
   f. (b) (7)(F) [redacted]
   g. Sustainability/LEED features.
   h. Location of utility equipment/services, receiving dock, cooling tower/equipment, generator, transformers, fuel tank and refueling port.
   i. Accessibility by the public and employees without adversely affecting the functionality of the site.

j. Effectiveness and aesthetics of security provisions.
k. Compatibility of site design with the community and surrounding uses, local neighborhood conditions, street, and transportation networks.
l. Use of the natural environment and site topography.
m. Functional effectiveness and aesthetic appropriateness of building placement and site design in relation to service and support functions (e.g., delivery, trash pick-up etc.)
n. Environmental friendliness of site design and amenities.

C. Factor 3 -- Building Systems
1. This factor considers the design of the building systems throughout the building, including, but not limited to:
a. HVAC/mechanical system
b. Electrical system
c. Emergency electrical system
d. Lighting
e. Elevator systems
f. Plumbing
g. Fire Life Safety
h. Structural Systems
i. Efficiency and Ease of building operation
j. Life expectancy of equipment
k. Building Automation System
l. Indoor Air Quality
m. LEEDS/Sustainability
n. Commissioning
o. Roof system
p. Energy efficiency and conservation
q. Water conservation
r. Maintenance

2. This factor will explain the design and performance of the mechanical, electrical, elevator systems, plumbing, fire safety, and structural systems.

D. Factor 4 – Site and Potential Environmental Impacts
1. This factor evaluates site characteristics and whether the development of the proposed offer will lead to significant environmental impacts and whether the project schedule will be affected. Site characteristics are evaluated in Phase I, and the Phase II offer must address only those site factor conditions that have changed since submission of the Phase I offer. Site characteristics include, but are not limited to, security, location, access and physical characteristics of the offered site. Sites having the following characteristics will be more favorably evaluated:
a) Require no unusual mitigation measures to meet the project's security requirements
b) Location in a prime commercial office district or office park
c) Convenient access to food service establishments and retail services
d) Currently zoned for use compatible with Government's proposed use
e) No known zoning or other restricting ordinances (e.g. height limitations) that would unnecessarily restrict facility design
f) Easements do not encroach on secure portion of site
g) Convenient access to public transportation (bus, subway, train, etc.)
h) Convenient access to major traffic arteries
i) On site or easy access to public utilities such as power, water, sanitary sewer, telephone, cable TV, and fiber optics.
j) Capable of providing two independent remote means of egress
k) Site with more regularly shaped (rectangular, square, etc.) buildable area to meet specific project size are encouraged
l) Site is level with or higher than adjacent sites, facilities, or roadways
m) Outside any 100-year flood plain

2. If the site contains or is near any of the following, it may be less favorably evaluated:
a) Elevated roadways or overpasses
b) Directly above underground traffic way
c) Within airport take off, landing or approach zone
d) Facilities (i.e. television or radio stations) that have transmission/receiving devices (i.e. antennae or satellite dishes)
e) Facilities that draw large crowds (sporting stadiums, theaters, etc.) which could cause traffic congestion
f) Immediate proximity to gas stations
g) Nearby railroad lines
h) Areas with heavy traffic congestion
i) Sites from which access from site could be blocked by backed up traffic (railroad, bridge/tunnel traffic, etc.)
j) Correctional or social services agencies
k) Children-centered facilities such as primary or secondary schools or day care facilities
l) High-powered transmission lines within or adjacent to site
m) Known presence of archeological concern
n) Known underground structures or fuel tanks; or previous landfill

o) Known environmental, hazardous waste, soil or water contamination, for which cleanup would significantly impact project cost or schedule
p) Adjacent to residential or industrial areas
q) Irregularly shaped or overly steep sites

2.9 PHASE II FACTOR MINIMUM STANDARD (DEC 2008)

A. Designs judged to exceed the minimum requirements will be rated higher.

B. Factor 1 -- Facility Design
1. The standard is met when the proposed building design concept and narrative satisfactorily address aspects of the facility design as described in the Phase II Factor Descriptions paragraph above and meet the minimum performance requirements in the SFO and POR.

C. Factor 2 -- Site Layout and Design
1. The standard is met when the proposed site layout and design plan meets the minimum requirements in the SFO and POR.

D. Factor 3 -- Building Systems
1. The standard is met when the proposed building systems narrative and supporting drawings satisfactorily address aspects of the building systems as described in the Phase II Factor Descriptions paragraph above, meet the minimum performance requirements in the SFO and POR, and provide a minimum of 2 LEED-NC points in Energy and Atmosphere subcategory of Optimize Energy Performance.

E. Factor 4 – Site and Potential Environmental Impacts
1. Based upon the Government's review of the current site conditions and required environmental and historic studies, the standard is met when mitigation efforts for any findings will not adversely affect the project schedule and delivery of the leased facility, and the site continues to meet all requirements in the Minimum Site Requirements paragraph elsewhere in this SFO.

2.10 PHASE II FACTOR SUBMITTAL REQUIREMENTS (JUL 2008) (*)

A. Factor 1 -- Facility Design
1. The Design Concept must be complete at submission.

2. Offerors must follow the outlined submission requirements because there will not be an opportunity to significantly revise the Design Concept in Phase II. It is important that the proposed "vision" be clearly understood by the reviewers.

3. The Design Concept must consist of a narrative describing the building architectural features and concepts along with a set of supporting concept drawings. Please note that the Design Concept must be complete at submission. Offerors must reference, and highlight, instances where their proposal exceeds the SFO or POR.

a. The Design Narrative must not be greater than three single sided 11" x17" pages having a uniform 1" margins and minimum font size of Aril 11 and will consist of a concise but comprehensive concept narrative describing the basic design intent and interpretation of the programmatic information. Special emphasis should be given to features which are innovative and/or exceed the facility requirements. Special emphasis should also be directed at critical functional issues of tenant productivity including but not limited to, access to natural light, accessibility, security, and space flexibility. The following topics are NOT listed in order of importance. At a minimum, the narrative must address the topics below.

i. Urban Design
(a) Relationship of building design to neighboring and regional architecture.

ii. Architecture:
(a) Exterior Building concept.
(b) Interior design concept.
(c) Rentable Square Feet and ANSI/BOMA Office Area, building and floor plate efficiency (R/U Factor - provide per floor and total for office building).
(d) Finished ceiling height, sill height, window head height.
(e) Floor loading capacities.
(f) Window configuration.
(g) Unobstructed views from the building.
(h) Distance from and use of natural light.
(i) Public spaces.

4. Concept Drawings
   a. All information provided in the drawings must be accurately shown. Concept drawing sets must include:
      i. Floor Plans. Scale: 1/8" = 1' 0" on 11 x 17 paper, scaled down if necessary.
         (a) Shell and Core Floor Plans: The drawings must include all floor levels and must clearly illustrate the locations of all core areas, building systems, and common areas. The drawings must also indicate the location and number of elevators, shafts, stairwells and entries; the nature and proposed use of all building spaces not to be occupied by the Government; proposed column size, spacing and bay configuration; location, size and configuration of fire corridors, lobbies, security check points, and similar spaces; patterns of public and government ingress and egress as well as travel through the building. The floor plans must reflect the proposed corridor or pathway pattern. The proposed corridors must meet local code requirements for issuance of occupancy permits as well as NFPA 101 Life Safety Code requirements. GSA will review the 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. Identify the major building systems such as structural, mechanical, electrical, telephone, and data typical distribution, etc. The ANSI/BOMA Office Area, Rentable, and gross area calculations must be shown on the drawings and graphically represented on the floor plans. The common area factors (Rentable/Usable) for each floor and overall office building must be indicated.

         (b) Test Fit Floor Plans: Test fit layouts must include:
            i. The Offeror shall provide a test fit for a typical floor plate showing the accommodation of the neighborhood layout concepts specified in the POR. All workstations will have 8' x 8' inside dimensions with 3 ½" thick cubicle wall panels. Unless specified differently in the POR's Room Data Matrix, all office and other enclosed rooms shall be located toward the core and not placed along the exterior wall.
            ii. Blocking plans of Areas only (specific room layout not required) for all other floors of the Office Building; and a
            iii. Layout of the Annex (where applicable), consisting of Areas 31, 32, and 33 rooms.

         (c) Expansion Floor Plans: Provide shell and core floor plans for all expansion areas.

      ii. Elevations. Scale: 1/8" = 1' 0". The exterior building elevations must identify all proposed building materials and include all facades for the Office Building, the Annex (where applicable), the Secure Parking Structure, and the VSF.

      iii. Exterior Perspectives. A minimum of two drawings must be provided: 1) An aerial view of the entire site; and 2) a street level view of the entire Office Building to include its main entrance. Additional drawings may be provided if warranted to provide complete design information. Appropriate scale and accurate material colors must be used to illustrate the proposed solution.

      iv. Interior Perspectives. Drawings provided must include (at a minimum): major view of the interior of the building's main lobby and the elevator lobby. Appropriate scale and accurate colors must be used to illustrate the proposed solution.

      v. Sections: Provide two (2) sections one longitudinal and one latitudinal of the Office Building.

5. Exterior and Interior Finish Materials and Special Features Package
   a. Provide high quality photo copy/cut sheets of all proposed interior and exterior finish materials, and any special features proposed.

   b. Areas for which Interior finishes must be provided include but are not limited to: elevator cabs, lobbies, corridors, lounges, area 1, room 10 and 11, room 62, open office areas, and restrooms.

   c. The Offeror must clearly identify which proposed finishes or special features exceed the minimum SFO or POR requirements.

B. Factor 2 -- Site Layout and Design
   1. Design Concept
      a. The Design Concept must consist of a narrative describing the site design features and concepts along with a set of supporting concept drawings. The Design Concept must be complete at submission. Offerors must follow the outlined submission requirements and provide a complete design concept. It is important that the proposed "vision" be clearly understood by the reviewers.

   2. Design Narrative
      a. The Design Narrative will not be greater than three single sided 11" x 17" pages with a 1-inch uniform margin. The narrative will consist of a concise but comprehensive concept narrative describing the basic design intent and interpretation of the programmatic information. Special emphasis should be given to features that are innovative and/or exceed minimum requirements. Special emphasis should also be directed at critical functional issues including

but not limited to, accessibility, security, taking maximum advantage of the natural features and strengths of the site. The following topics are NOT listed in order of importance. At a minimum, the narrative must address the topics below:

i. Urban Design
   (a) Streetscape
   (b) Relationship to surrounding structures and uses
   (c) Coordination with community plans for neighborhood/zoning
   (d) Relationship to regional context

ii. Site
   (a) Site use and planning; incorporation of green space
   (b) Landscape concept
   (c) Functional and aesthetic placement of buildings and parking in relationship to the topography, views to and from the site, climate and sun orientation
   (d) Conceptual design and finishes of exterior materials
   (e) Site amenities
   (f) Perimeter fence design

3. Concept Drawings
   a. Recommended scale: 1" = 30' (selected scale must be such that the entire site plan fits on a full sized sheet).

   b. The drawings should transform the philosophical idea into a design solution. The design must incorporate the tenant's security requirements, such as the 100-foot setback on all sides of the building, while reflecting the openness and accessibility of the Federal Government. A detail of the fence design and anti-ram barrier must be included. Concept drawings set are to include:
      i. Contextual Site Plan illustrating the relationship between the proposed building and neighboring structures/elements
      ii. Illustrative Site Plan showing vehicular and pedestrian access, circulation, hardscaping and landscaping, roads, parking, service entry(ies), easements, fences and barriers, buffers, setbacks, water retention areas, property lines, underground utilities, outdoor mechanical/electrical equipment and area for future expansion. Identify proposed materials.
      iii. Security Site Plan highlighting the delineated setback area, perimeter barriers, natural barriers, moving barriers, fences and guard booths. Identify proposed materials.

C. Factor 3 -- Building Systems
   1. The Building Systems Narrative will not be greater than three single sided 11" x 17" pages with a 1-inch uniform margin. Provide a narrative and supporting drawings that describe the design and performance of HVAC, electrical, emergency electrical, elevator, plumbing, fire safety, and structural systems. The narrative must include a description of the functional and operational requirements of the building systems and how they comply with the requirements of the SFO and POR. Drawings required must be as indicated below, however additional drawings may be provided, as needed, to convey the concept design. The following must be clearly addressed:

   a. Mechanical System
      i. Design conditions and loads, including outside air quantities and control method
      ii. Heating and cooling equipment
      iii. Air handling equipment
      iv. Air distribution system
      v. Control system
      vi. Utilities
      vii. Equipment access
      viii. Fire protection and smoke control
      ix. Building controls
      x. Flexibility to accommodate random placement of 24/7 rooms
      xi. System redundancy
      xii. Sequence of operation for each independent mechanical system
      xiii. A preliminary load calculation indicating the size of all major capacity components in each of the mechanical systems
      xiv. Plumbing Description
      xv. Fire Safety Systems (Detection/Protection)

b. Electrical System
   i. Electrical Services: transformer, distribution, primary and secondary voltage, phases, conductor, and conduit types
   ii. Illumination: fixture type, lamp type, foot candles, exit/emergency
   iii. Load calculation
   iv. Emergency power distribution (size of emergency generator provided);
   v. Normal emergency distribution routing
   vi. Equipment access
   vii. Distribution system
   viii. Specialty lighting
   ix. Office lighting
   x. Lightning protection
   xi. Site and parking lot lighting and control
   xii. Hazardous areas
   xiii. Energy management control system
   xiv. Energy efficiency
   xv. System redundancy
   xvi. A sequence of operation for the electrical systems and a single line diagram

c. Structural System Type/Analysis
   i. Type of structural system: i.e., concrete or steel. Two-way or one-way reinforced concrete slab; composite concrete and steel beam system. Bar joists, pre-stress concrete on post tension systems are not allowed for the office building.
   ii. Bay size
   iii. Lateral resistance system: Shear walls, moment resisting frames, etc.
   iv. Provisions for seismic loadings
   v. Floor loading per floor and/or area
   vi. Preliminary geo-technical data
   vii. Proposed foundation system
   vii. Progressive collapse considerations

d. Miscellaneous
   i. Green building materials/systems
   ii. Type/Characteristics of Elevator Systems

D. Factor 4 – Site and Potential Environmental Impacts
If any site conditions have changed, or are requested or planned to be changed, since the submission of the Phase I offers, provide the following as needed to reflect those changes.

1. Address the following items as an attachment to the site plan if any changes have occurred since submission of Phase I offers:
   a. Zoning of offered parcel and surrounding parcels
   b. Restrictive ordinances or covenants or deed restrictions, if applicable
   c. Flood plain designation
   d. General topography of site and surrounding area
   e. Any and all characteristics that are identified above as less favorable

2. A letter from the city's planning/zoning body or from a licensed surveyor addressing the flood plain status.

3. A NEPA Categorical Exclusion Checklist (see attached). If the site is in an area covered by a Brownfield Redevelopment Plan, provide a copy of the approved Plan. Any Phase I Environmental Site Assessment provided must be current and satisfy the viability requirements set forth in Section 4.6 of E 1527-05 on the date of closing. In addition, the Offeror must incorporate the United States into the preparation of the Phase I ESA so that the United States achieves the status of "user" as is set forth in Section 6 of E 1527-05.

4. If the project's building(s)' orientations have changed since submission of Phase I offers, provide a scaled site plan on an 11" x 17" paper showing the following (Refer to paragraph entitled Amount and Type OF SPACE for square footage information):
   a. Site area in square feet and acres
   b. Property lines, existing or proposed
   c. Set-back lines required in the SFO
   d. Building(s) massing footprint area, total building area, building(s) height, number of levels/stories
   e. Primary and secondary site entrances
   f. Statement indicating distance to public utilities
   g. Statement regarding any utilities that transverse the site and will remain after development
   h. Street names
   i. Site parking with number of surface and/or structured parking spaces

j. Site's total development capacity, excluding the buffer zone
k. Directional arrow
l. Location of easements within the site
m. Adjacent rights of way

5. Confirm Phase I evidence of site ownership, access to ownership through held options or other evidence that ownership will be achievable by the day of lease award. In addition, provide as well as an updated title binder or report for the Offeror that includes Schedule B exceptions to title. The date of this title binder or report must be no more than 30 days prior to the Due Date ***for Final Proposal Revisions***.

6. Provide a map showing the parcels surrounding the offered site and indicate whether any changes in zoning for those parcels have been requested, and if so, provide the details of the zoning request(s). In addition, obtain information from the local planning official regarding any building permits that have been requested for the site's surrounding parcels and the nature of those permits. If no permits have been requested, state that clearly with the Phase II and any subsequent Request for Final Proposal Revisions.

7. Environmental Site Assessment- Phase I, and if necessary, Phase II studies. See NEPA Studies paragraph in Section 13 of this SFO.

8. Identification and evaluation of any onsite historic resources: See NEPA Studies paragraph in Section 13 of this SFO.

9. Phase I archaeological survey. See NEPA Studies paragraph in Section 13 of this SFO.

10. Provide a narrative addressing mitigation plans for findings of the environmental studies, including any studies that may have been performed by the Government such as an Environmental Assessment or Environmental Impact Statement. The narrative must address how the mitigation efforts will impact the project schedule. Provide a project schedule with the mitigation work in the milestones.

2.11 ORAL PRESENTATIONS (SEP 2006)

A. The Development Team will conduct oral presentations of their Phase II technical proposal. The Government anticipates scheduling the oral presentations in **April 2009** after the due date for Phase II offers. The oral presentation is an opportunity to discuss the submittal, not to present new, unevaluated information. Prerecorded videotaped presentations that lack real-time interactive dialogue are not considered oral presentation for the purpose of this requirement. To help Offerors prepare for the oral presentation, please note the following:

1. The presentation should address the Technical Evaluation Factors as set forth in SFO.

2. The proposed key personnel for the project should be present. Minimally the Offeror, Principal-In-Charge, Project Manager, Lead Designer, Construction Project Manager, and any other personnel that are required to provide clarification on project details should attend.

3. The oral presentations will take place at the Thomas P. O'Neill Jr. Federal Building and/or the John F. Kennedy Federal Building in Boston, MA, unless the Contracting Officer notifies the Offerors of a change of location. They are scheduled for (state the date). Each offeror will be contacted by the Contracting Officer and notified as to the exact date, time and location.

4. Each oral presentation will last approximately two hours. This will include set-up (15 minutes), presentation of technical proposal (60 minutes), questions and answers (30 minutes), and breakdown (15 minutes). Early access to the facility will not be granted.

5. During the oral presentation, communications may be held for the purposes of enhancing the Government's understanding of the proposal, to allow reasonable interpretation of the proposal, address ambiguities in the proposal or other concerns (e.g. perceived deficiencies, weaknesses, errors, omissions, or mistakes). Communications will not be used to cure actual proposal deficiencies or material omissions, materially alter the technical proposal or cost elements of the proposal, and/or otherwise revise the proposal.

6. The presentation must be multimedia, which can include electronic presentations, boards, etc. Models are prohibited. For electronic presentations, the only acceptable file formats are MS PowerPoint or PDF format.

7. Offeror must supply all equipment necessary for these presentations.

8. In addition, the presentation must include all drawings and a 3-D virtual, automated CAD representation of the proposed buildings. The program must be able to rotate the facility from bird's-eye and walk-thru views.

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

10. Provide interior and exterior finish boards representative of the offered quality of all interior finishes.

2.12 SUBSTITUTION OF KEY PERSONNEL (JUL 2008) (*)

A. The Offeror's key personnel cannot change after receipt of Phase I offers without the prior written approval of the GSA Contracting Officer. In the event that any substitutions in key personnel are proposed and that key person previously had not been identified and/or evaluated, the Offeror must provide the Government with the information required for that position as stated in the Key Personnel Minimum Standards and Phase I Submittal Requirements paragraphs of this section.

B. Written notification and submittal of a change in the Offeror's key personnel must be timely to allow for proper evaluation by the Government. If there is a change in the Lead Designer, the substituting Lead Designer must submit either a new design philosophy meeting the requirements stated elsewhere in this section or a statement on how s/he plans to use the existing philosophy identified and/or evaluated in Phase I.

C. If a change in the Key Personnel occurs during Phase II, the Government, at its sole discretion, may eliminate the Offeror from further consideration for award. At the Government's sole discretion, the substituting personnel may be reevaluated.

D. If changes in the key personnel occur after award, no increase in contract prices or delay in contractor performance will be allowed as a result of the Lessor's substitution, addition, or replacement of key personnel. If there is a change in the Lead Designer after award, the design philosophy submitted, evaluated, and which provided the basis for award must be used. If there is a change in any other Key Personnel, the Lessor must submit resumes that reflect, at a minimum, equal experience, education and training as evaluated for that position prior to lease award.

2.13 SUBSTITUTION OF OFFERED SITE

A. The offered site cannot change after receipt of Phase I offers without the prior written approval of the GSA Contracting Officer. In the event that any substitutions of site are proposed and that site previously had not been identified and/or evaluated, the Offeror must provide the Government with the information required for site evaluation as stated in the Phase I Submittal Requirements paragraphs.

B. Written notification and submittal of a change in the offered site must be timely to allow for proper evaluation by the Government. If a change in the offered site occurs during Phase II, the Government, at its sole discretion, may eliminate the Offeror from further consideration for award. At the Government's sole discretion, the substituting site may be evaluated. The Lessor may not change the site after award.

2.14 NON-EVALUATED SUPPORT PERSONNEL (JAN 2008)

A. The offeror must supply the following information for key support personnel. The submission for each position listed below shall be no greater than five typewritten, double sided, 8 ½" x 11" pages having uniform 1" margins and minimum font size of Arial 11. The Government reserves the right to approve/reject proposed personnel for each support position.

1. General Contractor's Superintendent
   a. The superintendent will be responsible for the day-to-day on-site management of the construction from finalization of construction documents through final acceptance of the project by the Government. The superintendent will be committed to the project on a full-time basis from the development of the construction documents through final acceptance of the project by the Government.

   b. The General Contractor's Superintendent shall have actively and personally supervised the construction site of two significant projects that are of similar size, nature and complexity as described in the SFO, for which the individual served in the capacity of the Superintendent.

   c. The superintendent must have a minimum of (10) years experience in commercial office development.

   d. Submission Requirements
      i. Complete a Project Information Form.
      ii. Relevant work experience must be within the last 10 years.
      iii. Provide a brief summary of his/her primary responsibilities for the referenced similar projects. If the primary role responsibility statements are not provided, it will be assumed that there is no significant project involvement, and will receive a less favorable evaluation.

2. Structural Engineer:
   a. Minimum of 10 years experience.
   b. Licensed to practice Engineering
   c. Lead designer on a minimum of 2 similar projects

d. Demonstrated experience with progressive collapse and blast resistant structures
e. Submission Requirements
   i. Complete a Project Information Form.
   ii. Explain relevant work experience within the last 10 years.
   iii. Provide a brief summary of their primary responsibilities for the similar projects. If the primary role responsibility statements are not provided, it will be assumed that there is no significant project involvement, and may result in replacement.

3. Mechanical Engineer:
   a. Minimum of 10 years experience
   b. Licensed to practice Engineering
   c. Lead designer on a minimum of 2 similar projects
   d. Submission Requirements
      i. Complete a Project Information Form.
      ii. Explain relevant work experience within the last 10 years.
      iii. Provide a brief summary of their primary responsibilities for the similar projects. If the primary role responsibility statements are not provided, it will be assumed that there is no significant project involvement, and may result in replacement.

4. Electrical Engineer
   a. Minimum of 10 years experience
   b. Licensed to practice Engineering
   c. Lead designer on a minimum of 2 similar projects
   d. Submission Requirements
      i. Complete a Project Information Form.
      ii. Explain relevant work experience within the last 10 years.
      iii. Provide a brief summary of their primary responsibilities for the similar projects. If the primary role responsibility statements are not provided, it will be assumed that there is no significant project involvement, and may result in replacement.

5. Security and Blast Engineer(s)
   a. Minimum of 10 years experience
   b. Licensed to practice Engineering
   c. Lead designer on a minimum of 2 similar projects
   d. Demonstrated experience with designing physical security systems and blast mitigation systems
      i. Submission Requirements
      ii. Complete a Project Information Form.
      iii. Explain relevant work experience within the last 10 years.
      iv. Provide a brief summary of their primary responsibilities for the similar projects. If the primary role responsibility statements are not provided, it will be assumed that there is no significant project involvement, and may result in replacement.

6. LEED® Accredited Professional (AP)
   a. Minimum of 3 years experience
   b. Licensed to practice in the pertinent field
   c. Demonstrated experience with guiding developers, designers and contractors through the LEED certification process.
   d. Submission Requirements
      i. Complete a Project Summary Matrix.
      ii. Explain relevant work experience within the last 3 years.
      iii. Provide a brief summary of their primary responsibilities for the similar projects. If the primary role responsibility statements are not provided, it will be assumed that there is no significant project involvement, and may result in replacement.

B. All Non-Evaluated Personnel listed above must each submit a 2-page resume. The resume shall describe the following items:
- Currently held position/title
- Proposed project position/title
- Education
- Professional licensing and awards
- Relevant work experience over the past 5 years

2.15 VALUE ENGINEERING (JUL 2008)

To balance the project design with the goal to deliver the project within the Congressionally-approved rent limitation, Offerors are encouraged to offer alternative approaches to meet the SFO and POR requirements. The offers should clearly state deviations from the stated requirements and the alternatives proposed to meet them. In addition, the offeror should price each alternative approach individually as compared to the price of their approach that meets the requirements stated in the SFO or POR.

3.0 OFFER SUBMISSION

3.1 OFFER DUE DATE (JUL 2008) (*)

A. Phase II Offers are due by the first business day **90 days** after issuance of the Phase II SFO and must remain open until award of the lease.

3.2 HOW TO OFFER – PHASE I (*)

The results of the Phase I evaluations will not carry forward to Phase II evaluations.

3.3 HOW TO OFFER – PHASE II (*) (JUL 2008)

A. Offers are to be submitted by 4 PM EST to the Contracting Officer by courier or hand delivery at:
Michael Strobel
GSA-PBS-Region 1
Thomas P. O'Neill Jr. Federal Building
Room 900
10 Causeway Street, Boston, MA 02222

B. Provide 6 copies of the submittals. Five (5) copies must be spiral bound, double-sided and organized as follows. One (1) copy must be unbound, single sided. The entire proposal must be on 8 ½ "by 11" paper unless otherwise stated, Arial font size 11 with 1" uniform margins. The proposal must also be submitted in .pdf format on compact disc (CD), submit two CDs.

C. The proposal must be organized as follows:

1. Submittal 1 Design Narrative and Concept Drawings
2. Submittal 2 Price and Other Required Submittals Items
3. Any information provided that does not pertain to the technical evaluation factors will not be evaluated.

D. In addition to Section 2.7, Phase II Submission Requirements, the following documents must be submitted as part of the Phase II Technical and Price Proposals:

1. Unit price list (form enclosed). Refer to the "Unit Costs for Adjustments" paragraph in the ADMINISTRATION section of this SFO.
2. Security Unit Price List (form enclosed).
3. GSA Form 1364, Proposal to Lease Space (form enclosed). Provide a statement indicating the common area factors for the office building and the annex, as well as a blended common area factor for the campus.
4. GSA Form 1217, Lessor's Annual Cost Statement (form enclosed).
5. GSA Form 3518, Representations and Certifications (form enclosed).
6. A statement that the offeror has read the SFO, Special Requirements and General Clauses in their entirety. and that no deviations or alternates are being proposed.
7. A completed and signed GSA Form 3518, Representatives and Certifications (enclosed). Note that the Offeror, not an agent, must sign this form.
8. A copy of submitted VETS-100 form (enclosed) if the Offeror currently has lease contracts with the Government. If the Offeror does currently have lease contracts with the Government AND no VETS-100 form has been submitted to the proper party, the Offeror must complete this form prior to any subsequent award of this lease.
9. 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.
10. A Plan for Subcontracting with Small, Small Disadvantaged, Women Owned Small Businesses, and HUB Zone Small Businesses (if applicable).
11. Evidence of existence of the offering entity whether existing or proposed (corporate resolution, partnership agreement, etc.). The organizational documents are required on the receipt date that the final proposals are requested.

12. Evidence of financial capability, to perform.

13. Daily Delay Rate: The Offeror shall propose a dollar-sum daily rate for compensable delays to which the Offeror may be entitled after award of the lease. Delays resulting from ordinary change orders which do not affect the general scope of work for the project or plan corrections are not compensable delays. As part of his offer, the Offeror must provide calculations to support the reasonableness of his proposed daily rate.

    The rate must include all costs which the Offeror may claim due to delays caused solely by the Government. The rate must also include overhead costs for the general contractor and subcontractors as well as field and home offices. Upon award of the lease, the negotiated rate offered shall be included as part of the lease and shall be used in determining the Lessor's entitlement for compensation due to the Government-caused delay, if any, by multiplying the rate by the total number of compensable work days. Compensable delay days shall begin twenty working days after the day the Government is notified in writing of a request for information or action and the delay will end on the day the information is provided or action completed by the Government.

    Since during the progress of a construction project, debits and credits may be due or owed to either the Government or the Lessor due to ordinary change orders, no payment for any Government-caused delays will be made until the space is accepted for beneficial occupancy and all debits and credits are calculated. In the event of a Government-caused delay, the Lessor must provide documentation to establish entitlement to compensation to in accordance with Disputes clause in the General Clauses (GSA Form 3517).

14. The offeror must provide a percentage mark-up rate to be applied to change orders performed under the lease. Provide only the total estimated mark-up, not the total estimated equitable adjustment. This rate must include all prime and all subcontractor overheads, general and administrative costs, bonds, insurance, commission, profit, and all other indirect costs which may be associated with work performed under this lease. After lease award, the Government will apply the mark-up rates in determining all equitable adjustments, additive or deductive, which may be negotiated under the lease. The mark-up rate must be used, when applicable, in determining only entitlement claimed by awardee under the Disputes clause. Refer to GSA Form 3517, General Clauses, 52.233-1, *Disputes (DEC 1998)*. Evaluation of a mark-up rate will not obligate the Government to increase the value of the lease work. Failure to offer a mark-up rate may result in rejection of the offer.

15. Estimate of Building Construction Cost in Construction Specification Institute (CSI) Format (the original 16 category format) **and** Uniformat, Level 3. Estimates should include all divisions along with design fees, contingency, general conditions, Contractor' s Overhead and Profit, and Tenant Improvement Allowance.

16. The Offeror must provide a LEED-NC Checklist with its own narrative as to how each "YES" point is to be achieved.

17. The Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project. Provide name of proposed LEED® AP team member and qualifications document for integrative design practice.

18. The Offeror must provide a Project Management Plan (PMP) with the following information:
    a. Submit a project management plan not to exceed 3-pages, double-sided, with a 12 pt. Arial font. Describe the Offeror's approach to planning, organizing, and controlling the execution of the design and construction on the project. The plan should identify how the Offeror will implement management techniques that utilize effective communication with all parties and ensures the quality of the design and construction are maintained on this project.

    b. Offeror should indicate means and methods to ensure the project is managed in a manner that will maximize the quality expectations of the Government for a successful tenant/owner relationship and a satisfied tenancy in the building.

    c. Submittal Requirements – the narrative should address each of the items in the order shown below:

d. Design and Construction Phase
   i. Organizational chart that shows the Offeror's lines of authority/communication during each phase.
   ii. Methods for tracking and addressing design review comments.
   iii. Methods for maintaining quality assurance/quality control during the design phase and continuing through construction.
   iv. Coordination of trades to ensure that specified products, and installation means and methods comply with construction documents and meet the manufacture's requirements.
   v. Describe how safety will be maintained during the construction phase. Provide the General Contractor's EMR rating for the past five (5) years.
   vi. Methods for maintaining cost control during the design phase and the construction phase.
   vii. Methods for managing agency requirement changes during design and construction phases in order to minimize their effects on cost and time.
   viii. Approach to Value Engineering.
   ix. Describe how Offeror will maximize small business participation; programs for promoting use of Small and Disadvantaged Businesses.

E. In accordance with paragraph entitled Security Clearances, Offerors must submit full names, birth date (including year) and Social Security Number for all principle owners of each company, partnership or joint venture formed as well as all key personnel proposed for this project.

F. A formal presentation will be required of all Offerors invited to submit offers during Phase II. Please refer to paragraph entitled Oral Presentations, for additional instructions.

G. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Using the SFO, Program of Requirements, Special Requirements, Attachments, etc., the Offeror must provide a rental rate that will deliver all requirements as a turn-key project. The rate structure as described below must include all costs to deliver the space. See the ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION and EVALUATION OF OFFERED PRICES (PRESENT VALUE) paragraphs for information relating to actual rental rates, and lump sum costs if any, to be evaluated and the rental rate to be paid to the successful offeror.

2. The rental rate structure required from subparagraph B above must include the following:

3. A lease rate per square foot for the building shell rental, fully serviced. All improvements in the base building, lobbies, common areas, and core areas must be provided by the Lessor, at the Lessor's expense. This rate must include, but not be limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate must also include all basic building systems and common area build-out, including base building lobbies, common areas, and core areas, etc., exclusive of the ABOA space offered as required in this SFO. In your offer, state the length of time for which this shell rate is applicable. If the shell rate changes during the term of the lease, state the new shell rate(s) and corresponding period(s) of time for which that rate is applicable.

4. 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.

5. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements and Building Specific Amortized Security over the firm term of the lease. If the amortization rates for these items differ from each other, state the applicable rates. If the Lessor chooses to amortize the Tenant Improvements and/or Building Specific Amortized Security over a period of time exceeding the firm term of the lease, the Lessor must indicate the extended time in the offer.

6. The annual amortized cost of the Tenant Improvements. Such amortization must be expressed as a cost per usable and rentable square foot per year. Tenant Improvements are all alterations for the Government demised area above the building shell build-out. Such alterations are described and identified in the SFO, Program of Requirements, Special Requirements and/or attachments used to construct the Government demised area. These tenant improvements may include tenant-driven security items that are not required by the Interagency Security Committee Security Standards for Leased Space. If required, they are separately identified on the Security Unit Price List. Funds to construct the Tenant Improvements, which are to be provided by the Lessor to the Government as part of rent and/or lump sum payment, must be available to the Lessor at lease execution.

7. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization must be expressed as a cost per usable and rentable square foot per year. Building Specific Amortized Security are all security alterations required by the Interagency Security Committee (ISC) for the Government demised area above the building shell build-out. Such alterations are described and identified in the Lease Security Section of the SFO as well as the Security Unit Price List. Funds to construct the Building Specific Amortized Security, which are to be provided by the Lessor to the Government as part of rent and/or lump sum payment, must be available to the Lessor at lease execution.

8. A fully serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the

subparagraphs a, b, d and e for the lease.

9. A fully serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term, if any. In the event, the Lessor is amortizing the Tenant Improvements and/or the Building Specific Amortized Security over a period of time exceeding the firm term of the lease, provide the fully-serviced lease rate for the period beyond this time frame. The rate proposed for either of these portions of the term must not reflect any Tenant Improvements or Building Specific Amortized Security as they will be deemed to have been fully amortized over the firm term or extended amortization period. If the fully serviced lease rate beyond the firm term of the lease or extended amortization period is not reduced dollar-for-dollar for the value of the fully amortized Tenant Improvements or Building Specific Amortized Security, the difference should be reflected as an increased shell rental rate for that period as indicated in subparagraph (a) above. In the event the Government exercises its termination rights in the period beyond the firm term of the lease, the Offeror/Lessor assumes the risk of any unamortized Tenant Improvements and/or unamortized Building Specific Amortized Security

10. To support the construction costs for the building shell as indicated on the GSA Form 1364A, submit a Building Shell Construction Cost in Construction Specification Institute (CSI) Format (the original 16 category format) and Uniformat, Level 3. Estimates should include all divisions along with design fees, contingency, general conditions, and Contractor's Overhead and Profit.

11. To support the construction costs for the Tenant Improvements as indicated on the GSA Form 1364A, submit a Tenant Improvements Construction Cost in Construction Specification Institute (CSI) Format (the original 16 category format) and Uniformat, Level 3. Estimates should include all divisions along with design fees, contingency, general conditions, and Contractor's Overhead and Profit.

3.4 NEGOTIATIONS (MAY 2005)

A. After receipt of Phase II offers, negotiations will be conducted on behalf of the Government by the Contracting Officer. 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). The Government reserves the right to reject all revised offers.

3.5 ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION (JUL 2008)

A. This is a turnkey project (see Paragraph 1.1G). The offerors must provide a gross rental rate that includes a separate per square foot rate that amortizes all of the Tenant Improvements required by the SFO, all SFO attachments, amendments, and any written or referenced specifications. So that the Government (in accordance with FAR 15.403) can determine that the turnkey tenant improvements (see the TENANT IMPROVEMENTS FOR TURNKEY LEASES paragraph elsewhere in this SFO) for this projects are fair and reasonable, the Government will evaluate and adjust the gross rental rates submitted by offerors, if needed.

The amount of Tenant Improvements Costs allowed to be amortized in the rent payable to the Lessor is limited by a Tenant Improvement Allowance that is computed by the Government. The offeror's rental rate may be adjusted if his/her Tenant Improvement Costs exceed that Government-determined Tenant Improvement Allowance. This Allowance will not be disclosed to offerors, however, it is a rate per ABOA square foot, and the same rate will be used for any and all recomputations of offerors' rental rates. The adjustments will be made in the price evaluation as follows.

B. After converting all square footage rates to ANSI/BOMA Office Area rates (ABOA), and prior to performing the present value evaluation described in the Evaluation of Offered Prices (Present Value) paragraph below, the Contracting Officer will make adjustments to the annual rental rate as follows:

1. Compute the ABOA Tenant Improvement Allowance to be provided by the Government. This per square foot amount will be used for each offer to calculate the adjusted rental rates to be used in the Evaluation of Offered Prices (Present Value).

2. Deduct the Offeror's ABOA per square foot cost of total Tenant Improvements from the offered per square foot rental rate as reflected on the GSA Form 1364.

3. Using the Offeror's stated amortization term and interest rate, compute a revised per square foot rate for the Tenant Improvement Costs using the Allowance computed by the Government. This will yield the re-amortized amount of Tenant Improvements that the Government will fund through the rent.

4. Add the re-amortized Tenant Improvements per square foot cost to the building shell (including real estate taxes), Building Specific Amortized Security and operating costs per square foot costs. This is the adjusted gross rental rate to be used in the present value calculation in the Evaluation of Offered Prices (Present Value) paragraph below. This is also the rental rate the Government will state in any resulting lease.

5. Over and above the Government's Tenant Improvement Allowance, the difference, if any, between the Offeror's stated Tenant Improvement Costs and the Government-driven Tenant Improvement Allowance is present value for purposes of the Price Evaluation (Present Value) paragraph. This difference must be funded by the Tenant Agency via Reimbursable Work Authorization. The Contracting Officer will not give a Notice to Proceed for Tenant Improvements to the successful offeror/lessor until the required funding document has been received from the Tenant Agency. Upon acceptance of the Tenant Improvements, the successful offeror/lessor must invoice the Government for this difference in accordance with the "Other Payments" section of the Prompt Payment clause in the General Clauses (GSA Form 3517B).

6. In the event the sum of the adjusted Tenant Improvements, shell rent, Building Specific Amortized Security and operating rent exceeds a Government-imposed rent limit, the Building Specific Amortized Security and/or Tenant Improvements will be reduced so that the rent limit is not exceeded. That difference in costs is also present value for purposes of the Price Evaluation (Present Value) paragraph, and the funding, Notice to Proceed, and invoicing procedures described in subparagraph 5 above will apply.

3.6 EVALUATION OF OFFERED PRICE (PRESENT VALUE) (MAR 2006)(*)

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. Evaluation of offered prices will be either on the basis of the annual price per ANSI/BOMA Office Area square foot as adjusted in accordance with the ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION paragraph above if an adjustment was required or as proposed by the Offeror if no adjustment is required. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:

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

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

3. 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.

4. If annual adjustments in operating expenses will be made, the annual per square foot price, minus 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.

5 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. If the successful offeror/lessor's Tenant Improvement Cost exceeds the Government-provided Tenant Improvement Allowance, that difference will be applied as indicated in the ADJUSTMENTS TO OFFERED PRICES PRIOR TO PRESENT VALUE EVALUATION subparagraph 5 above for the lump sum payment. This amount is based on each offeror's rent structure, and it is calculated by the GSA Contracting Officer. (The lump sum payment is present value; it will not be discounted.)

c. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of the portion of the Tenant Improvement Allowance that represents the Offeror's General Conditions and other fees that will not be available to the tenant for actual construction items. The cost of these items is present value; therefore, it will not be discounted. These figures will be taken from the "Offeror's Tenant Improvement Fees Schedule" that the offeror submits as part of his/her offer.

d. The cost of overtime HVAC estimated to be 6,250 hours per year for the 24-hour areas totaling _____ ANSI/BOMA office area only. This cost is present value, and it will not be discounted.

6. 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.

3.7 OFFICE OF MANAGEMENT AND BUDGET SCORING EVALUATION

In accordance with OMB Circular A-11, the Government shall perform calculations on the submitted price proposals that determine the present value of the net operating income over the life of the lease. This calculation shall not exceed 90 percent of the fair market value of the asset as determined by the Government's General Construction Cost Review Guide (GCCRG). The calculation will subtract operating expenses, taxes, insurance, Offeror's management fees, building maintenance cost, and reserves for capital replacement cost from the gross annual rent, to arrive at net operating income.

3.8 AWARD (JUL 2008)

A. The Government will evaluate Phase II proposals and select for award the proposal that satisfies all of the minimum requirements set forth in the SFO and, consistent with the Phase II technical evaluation factors, represents the best overall value to the Government. Please refer to Paragraph 2.2, STATEMENT OF PROPOSED EVALUATION AND SELECTION PROCESS for further detail.

B. 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.

C. The proposed lease will consist of:

1. Standard Form 2, U.S. Government Lease for Real Property,
2. Required clauses, including General Clauses, GSA Form 3517,
3. Required certifications and representations,
4. The pertinent provisions of the offer, and
5. The pertinent provisions of the SFO.

D. IRREVOCABLE LETTER OF CREDIT

Concurrent with the execution of this lease, the successful offeror shall deliver to the General Services Administration (GSA) Contracting Officer an unconditional and irrevocable letter of credit in the amount of five hundred thousand dollars ($500,000.00) substantially in the form attached hereto as Exhibit A ("Letter of Credit"). The Letter of Credit shall be issued by a bank or lender as security for the full and faithful performance by the successful offeror in completing and delivering the space within the time stated in this Solicitation for Offers.

The Letter of Credit shall expire as soon as the successful offeror provides written verification, such as a deposit slip, to the Contracting Officer that funds in an amount sufficient to complete the construction of this project have been deposited into the successful offeror's construction account. This amount must equal or exceed the sum of the shell construction costs and tenant improvement construction costs reflected in the Lessor's Proposal to Lease Space (GSA Form 1364). The Contracting Officer shall then provide the successful offeror a written statement declaring the expiration of this Letter of Credit.

In the event the Lessor fails to obtain sufficient funds within 60 calendar days of completion of the construction drawings, the Letter of Credit shall entitle GSA to draw in whole or in part upon presentation to the bank or lender of a sight draft and statement by the Contracting Officer that GSA is entitled to draw thereunder pursuant to the terms and provisions of the Lease.

This remedy is not exclusive and is in addition to any other default remedies available under this or at law.

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

3.9 POST AWARD DELIVERABLES (*)

A. The Successful Offeror shall provide the following presentation boards to the Contracting Officer within 15 days of award. The boards shall be securely mounted on two sets of 30 inch by 40 inch presentation surfaces, mounted on rigid boards, not to exceed ½" in thickness.

1. Contextual Site Plans (Fully Colored)
2. Security Site Plan (Fully Colored)
3. Exterior Elevations for all buildings (Fully Colored)
4. Three Exterior Perspectives (Fully Colored)
5. Interior Main Lobby, Main Elevator Lobby and Typical Floor Elevator Lobby Perspectives (Fully Colored).

4.0 MISCELLANEOUS

4.1 ADDITIONAL REQUIREMENTS

Refer to the POR for additional requirements.

4.2 UNIT COSTS FOR ADJUSTMENTS (*)

Prices for the items listed in Attachment B, when agreed upon by both parties, will be incorporated in the lease contract and will be used to make the adjustment for variances between quantities actually required by the approved layout. The price quoted will also be used to order alterations during the first year of the lease. The price quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

4.3 SUBSEQUENT TENANT ALTERATIONS $100,000 OR LESS (AUG 2008)

A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

B. Orders for tenant Improvements of $100,000 or less may be placed by the Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements $100,000 or less 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 under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

4.4 TAX ADJUSTMENT (AUG 2008)

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

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

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.

2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.

5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.

7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.

8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.

C. Adjustment for Changes in Real Estate Taxes:

1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

3. After commencement of the Lease term, the Lessor shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.

7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and

the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

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

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

4.5 PERCENTAGE OF OCCUPANCY

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

4.6 OPERATING COSTS (AUG 2008)

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

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

C. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

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, referenced in this solicitation.

4.7 RENTABLE SPACE (APRIL 2006)

A. 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.

4.8 ANSI/BOMA OFFICE AREA SQUARE FEET (APR 2006)

A. For the purposes of this solicitation, 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 (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

4.9 COMMON AREA FACTOR (SEP 2000)

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

4.10 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.

4.11 LIQUIDATED DAMAGES, (AUG 2008)(*)

A. In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of $4,600.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay.

4.12 VENDING FACILITIES (SEP 2000)

A. Approximately 300 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.

4.13 ADJUSTMENT FOR VACANT PREMISES (VARIATION) (SEP 1999) (*)

A. This clause is based on General Services Acquisition Regulation (GSAR) clause 552.270-16.

B. 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.

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

4.14 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000) (*)

A. AT THE TIME OF SUBMISSION OF PHASE II 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.

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 as well as any other individuals or firms that are required to be licensed in the that state.

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.

B. AFTER AWARD:

1. From the date of lease award, the successful Offeror shall provide to the Contracting Officer evidence of the following:

b. Within 30 days, a firm commitment of funds in an amount sufficient to perform the work;

c. Within 15 days, an award of a construction contract with a firm completion date as reflected on the construction schedule;

d. Within 30 days of completion and Government's approval of the 95% construction drawings, issuance of a building permit covering construction of the improvements.

4.15 CONSTRUCTION SCHEDULE (*)

A. Within 15 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 preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government demised area (by floor, block, or other appropriate category); and 8) final construction completion.

C. FOR CONSTRUCTION SCHEDULING REQUIREMENTS REFER TO THE POR.

4.16 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (JUL 2008) (*)

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

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. 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 lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 88 **working** days from award.

2. *Review.* 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 the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 10 **working** days of receipt of such from 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 as such in writing to the Lessor, and the Lessor shall have 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, a notice to proceed shall be transmitted to the Lessor, and 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 Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. WORKING/CONSTRUCTION DRAWINGS:
The Lessor shall prepare final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 110 **working** days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS AND NOTICE TO PROCEED:
The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and POR and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 30 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 **working** days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space. Upon completion of tenant improvement construction documents and final review of them by the Government, the Government will issue a notice to proceed for the tenant improvements.

E. CONSTRUCTION OF TENANT IMPROVEMENTS:
The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO and POR. The Lessor shall complete Tenant Improvements within 402 **working** days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines, systems furniture or equipment as stated in the POR. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:
22 **working** days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 5 **working** days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

G. RENT COMMENCEMENT:

1. The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in SFO paragraph titled Occupancy Date (SEP 2000).

H. LEASE COMMENCEMENT:

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

4.17 PROGRESS REPORTS (SEP 2000)

After start of construction, the Lessor shall submit to the Contracting Officer, written progress reports, to include photos and AIA field reports at intervals of 30 days. Each report shall include 1) information as to the 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. These reports shall be provided simultaneously to both the Contracting Officer and the Tenant in a format agreed upon by the team members. 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. Such meetings shall be held at a location to be designated by the Contracting Officer. It is the sole responsibility of the Lessor to take and distribute meeting minutes within 5 days to all project team members in the agreed upon format.

4.18 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.

4.19 NOVATION AND CHANGE OF NAME (AUG 2008)

A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205

C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.

D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.

E. The transferee must submit a new GSA Form 3518, Representations and Certifications.

F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.

H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.

I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.

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

4.20 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at *http://www.ccr.gov*) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

5.0 GENERAL

5.1 ADDITIONAL REQUIREMENTS (*)
FOR REQUIREMENTS, REFER TO THE POR.

`5.2 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. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entranceway. The building shall have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use.

5.3 CONSTRUCTION WASTE MANAGEMENT (DEC 2007)(*)
A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.

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

C. SUBMITTAL REQUIREMENT:
1. Prior to construction commencement, the Offeror shall submit to the Government a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Contracting Officer, may permit alternative means of disposal.

D. 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.

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

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

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.4 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000) (*)
A. For alterations performed during the lease term, items and materials existing in the leased space, or to be removed from the leased space during the demolition phase, are eligible for reuse in the construction phase of the alteration 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 the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

5.5 WAIVER OF RESTORATION (APRIL 2006) (*)

The Lessor hereby waives and forever relinquishes any right to make claim against the Government for waste, damages, or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

5.6 INDOOR AIR QUALITY DURING CONSTRUCTION AND OCCUPANCY (DEC 2007)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with 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 installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. FLUSH-OUT PROCEDURE:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the Contracting Officer.

G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.

I. Protect stored onsite and installed absorptive materials from moisture damage.

J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

5.7 WORK PERFORMANCE (SEP 2000) (*)

A. 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.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

5.8 BUILDING SYSTEMS (JAN 1997) (*)

A. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

B. 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. This report may include, but is not limited to, the calculations, drawings, and equipment data as required by the Contracting Officer.

5.9 SPACE EFFICIENCY (SEP 2000) (*)

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

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

5.10 FLOOR PLANS AFTER OCCUPANCY (*)

A. All drawings submitted must have been generated by a Computer Aided Design (CAD) program which is compatible with Windows AutoCAD 2000, Architectural Desktop (herein called AutoCAD) or later format. The required file extension is .DWG. All clean, purged, and bound files are to be submitted on CD-ROM. All drawings must meet the PBS CAD Standards, March 25, 2004 – See Attachment G. These standards are available at www.gsa.gov/cifm or may be requested through the Contracting Officer.

B. NOTE: The use of English units is acceptable, rather than the current Metric standards. Changes to the standard may be made at the discretion of the Contracting Officer

5.11 AS-BUILT FLOOR PLANS (*)

A. The contractor shall be required to maintain one complete set of marked-up as-builts on site during the duration of the project. Upon completion of the project, the Lessor shall be required to make changes and or additions to the original CAD construction drawings to reflect the marked-up as-built drawings. Within 90 days after occupancy, the Lessor shall provide to the Contracting Officer 2 complete copies of the as-built drawings in AutoCAD and PDF file format on CD-ROMs.

B. Within 90 days after occupancy, the Lessor shall provide 2 full printed sets of as built plans, scaled at 1/8" = 1' 0", showing the space under lease, as well as corridors, stairways, and core areas, to the Contracting Officer.

C. A final HVAC test and balance report shall be provided to the Government within 90 days after occupancy.

5.12 FLOORS AND FLOOR LOAD (SEP 2000) (*)

A. Shell Requirement

1. All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10 foot, 0 inch horizontal run in accordance with the American Concrete Institute standards, 2) non slip, and 3) acceptable to the Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including 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.

1. Tenant Improvement

1. All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10 foot, 0 inch horizontal run in accordance with the American Concrete Institute standards, 2) non slip, and 3) acceptable to the Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 200 pounds per ANSI/BOMA Office Area square foot including 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.

2. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR

5.13 STRUCTURAL INTEGRITY (*)

A. The building shall be of sound construction and shall be designed to prevent or eliminate progressive collapse in accordance with GSA document "Progressive Collapse Analysis and Design Guidelines for New Federal Office Buildings and Major Modernization

Projects" (June 2003). A licensed structural engineer shall certify compliance. Building shall comply with the latest edition of the Building Code, as determined by the local authority having jurisdiction.

B. The facility shall also accommodate the loss of one primary column without progressive collapse in the event of an internal explosion.

C. Progressive collapse requirements apply to all columns (both perimeter and interior) within the buildings as they relate to explosive threats outside the buildings (including explosive threats within the receiving area).

5.14 VESTIBULES (*)

Vestibules shall be provided at all entrances and exits, to the building except for an exit that is to be used solely for emergency egress. In the event of negative air pressure conditions, the Lessor shall make provisions to equalize air pressure.

5.15 WINDOWS (AUG 2008)

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

B. All windows shall be weather-tight. 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 must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

C. Fire rated glazing shall comply with ANSI Z97.1, Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test and CPSC 16CFR1201, Category 1, Safety Standard for Architectural Glazing Materials.

D. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

5.16 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with Architectural Barriers Act Accessibility Standards (ABAAS).

5.17 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 Offeror/Lessor and his landscape contractor shall remove or relocate any landscape specimens deemed by the Government to be inappropriate or incompatible with CCTV and/or other security measures at no additional expense to the Government.

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

5.18 HARDSCAPE (APR 2006) (*)

High traffic areas such as loading dock and loading dock approach, dumpster apron areas, and truck turnarounds, shall be constructed of slab on grade concrete and support emergency vehicle access. Any asphalt paving used for other traffic areas must meet Department of Transportation Standards.

5.19 ENTRYWAY SYSTEMS (AUG 2005) (*)

The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways. Roll-out mats at least 6' long are acceptable if maintained on a weekly basis by a contracted service organization.

6.0 ARCHITECTURAL

6.1 ADDITIONAL REQUIREMENTS (*)

FOR ADDITIONAL REQUIREMENTS, REFER TO POR.

6.2 RECYCLED CONTENT PRODUCTS (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.

6.3 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing web site, *www.epa.gov/epp* and USDA BioPreferred products web site *www.biobased.oce.usda.gov/fb4p/*. In general, environmentally preferable products and materials do one or more of the following:

   1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
   2. Minimize the consumption of resources, energy, and water;
   3. Prevent the creation of solid waste, air pollution, or water pollution; or
   4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

6.4 LAYOUT, FINISHES, AND FINISH SCHEMES FOR TENANT IMPROVEMENTS (AUG 2005) (*)

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

B. After award of the contract and prior to submission of the finish scheme, the Lessor shall provide design assistance to coordinate color schemes with the furniture that the tenant agency plans to use. The finish scheme shall show the quality of the materials and the different color schemes suitable to the building and the location. The Lessor shall coordinate selections of all finishes with the Government and provide specification sheets for all materials.

C. The Lessor shall provide to the Contracting Officer no more than five (5) finish scheme to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, ceilings and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required finish scheme shall be provided within thirty (30) calendar days of the request for such by the Contracting Officer. The finish scheme shall be approved by the Contracting Officer prior to installation. Upon review with the Tenant Agency, a selection of ONE finish scheme shall be made within thirty (30) calendar days, the Offeror may assume that ONE finish scheme will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the finish scheme is selected, without the prior approval of the Contracting Officer.

6.5 WOOD PRODUCTS (AUG 2008)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (*www.certifiedwood.org*), the Forest Stewardship Council United States (*www.fscus.org*), or the Sustainable Forestry Initiative (*www.aboutsfi.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.cites.org/eng/resources/species.html

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

6.6 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.

6.7 INSULATION: THERMAL, ACOUSTIC, AND HVAC (DEC 2007)

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.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

6.8 CEILINGS (JUL 2008) (*)

A. The finished ceiling height of office areas shall be at least 9 feet, 0 inches and no more than 12 feet, 0 inches measured from finished floor to the lowest obstruction, such as sprinkler heads, pendant light fixtures, etc. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. The Lessor shall maintain the ceilings in good conditions, uniform in color and appearance, with no obvious damage to tiles or grid throughout the lease term.

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. FOR ADDITIONAL REQUIREMENTS REFER TO THE POR.

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.

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. Corridors, Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre approved by the Contracting Officer. Tiles or panels shall contain recycled content.
   3. Eating/Galley Areas. Plaster or pointed and taped gypsum board or mineral acoustical tile.

6.9 WALL FINISHES (DEC 2007) (*)

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) semigloss paint on remaining wall areas or other finish approved by the Contracting Officer.
      b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard or high performance coating or paint or an equivalent pre-approved by the Contracting Officer.

c. FOR ADDITIONAL REQUIREMENTS REFER TO POR.

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

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or biobased commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, the minimum standard is low VOC (Volatile Organic Compound) (Green Seal Standard GS-11). The finish shall be approved by the Contracting Officer.

2. For additional requirements, refer to the POR.

6.10 PAINTING (DEC 2007) (*)

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. At the Lessor's expense, public areas shall be painted at least every 3 years during tenant working hours, unless coordinated otherwise with the Government.

B. TENANT IMPROVEMENT INFORMATION:

1. 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 during tenant working hours, unless coordinated otherwise with the Government.

2. At the Lessor's expense, the tenant areas shall be repainted at least every 5 years during tenant working hours. This expense shall include the moving and returning of furnishings, including disassembling and reassembling of systems furniture by a Government approved contractor.

3. The Lessor shall provide interior paints and coatings that meet the following standards. Topcoat Paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993. All other Architectural Coatings, Primers, and Undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.

   a. Architectural paints, coatings and primers applied to interior walls and ceilings: Flats: 50 g/L, Non-Flats: 150 g/L.

   b. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L

   c. Clear wood finishes: varnish 350 g/L; lacquer 550 g/L

   d. Floor coatings: 100 g/L

   e. Sealers: waterproofing sealers 250 g/L; sanding sealers 275 g/L; all other sealers 200 g/L

   f. Shellacs: Clear 730 g/L; pigmented 550 g/L

   g. Stains: 250 g/L

4. Use reprocessed or consolidated latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer. Follow the manufacturer's recommendations for the application and maintenance of all paint products.

6.11 DOOR ASSEMBLIES: 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 that prevents removal when the door is closed and locked. Glass doors shall only be permitted at the main entry door into the office building.

2. These doors shall have a minimum clearance when opened at 90 degrees of 36" wide x 84" high (per leaf). Doors shall be heavy duty, flush, 1) hollow steel construction. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16 gauge hollow steel. 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.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR

6.12 DOORS: SUITE ENTRY (AUG 2008)

TENANT IMPROVEMENT INFORMATION:

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

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

6.13 DOORS: INTERIOR (AUG 2008)

TENANT IMPROVEMENT INFORMATION:

A. Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 36" wide x 84" high. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

6.14 DOOR ASSEMBLIES: HARDWARE (AUG 2005) (*)

A. BUILDING SHELL:

1. 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 public use doors, freight elevator vestibule, loading dock, 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:

1. Doors shall have door handles or door pulls with heavy-weight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers.

2. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

6.15 DOORS: IDENTIFICATION (SEP 2000) (*)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

1. Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. Door identification shall be installed in approved locations adjacent to office entrances. As a minimum, each room shall have an identifying room number for maintenance purposes. The form of door identification shall be approved by the Contracting Officer.

2. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

6.16 PARTITIONS: GENERAL (DEC 2007)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

6.17 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

1. 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. Partitions 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

6.18 PARTITIONS: SUBDIVIDING (SEP 2000) (*)

FOR ADDITIONAL REQUIREMENTS, REFER TO POR.

6.19 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. Unless another covering is approved by the Contracting Officer, terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.

B. CARPET – REPAIR OR REPLACEMENT:

1. At the Lessor's expense, carpet shall be replaced, every 10 years during the Government's occupancy. Unless 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 and disassembling and reassembling of systems furniture by a Government approved contractor. Work shall be performed during tenant working hours, unless otherwise coordinated with the Government, 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:

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

3. Repair or replacement shall include the moving and returning of furnishings and disassembling and reassembling of systems furniture by a Government approved contractor. Work shall be performed during tenant working hours, unless otherwise coordinated with the Government, 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 approved by the Contracting Officer.

2. Unless another covering is approved by the Contracting Officer, terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet , showers and service areas

3. For additional requirements, refer to the POR.

E. INSTALLATION AND ATTIC STOCK:

1. Floor covering shall be installed in accordance with manufacturing instructions and by manufacturer approved installers. Floor covering must lay smoothly and evenly. Allowance shall be made for carpet borders and/or carpet patterns. To allow for replacement of permanently stained, damaged, or prematurely worn carpeting, a 5 percent attic supply must be provided at the beginning of the lease. The Lessor is responsible for providing storage space for the attic stock. During the term of the lease this attic stock supply, less any carpet tiles used to replace worn, damaged, or permanently stained, must be on hand and available for installation as needed. This carpet replacement/repair will be provided at no extra charge to the Government after the inception of the lease. The 5 percent attic stock is over and above the initial cutting and waste requirements of the initial carpet installation.

6.20 CARPET: BROADLOOM (AUG 2008)

A. Any carpet to be newly installed pursuant to this paragraph or replaced during the life of the lease shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament premium grade nylon branded by a major fiber producer [e.g., Invista, Solutia, Shaw, Honeywell].

2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to EPA's environmentally preferable purchasing web site, *WWW.EPA.GOV/EPP*.

3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. *Pile Weight.* Pile weight shall be a minimum of 28 oz/ square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/square yard for level cut/uncut construction.

5. *Secondary Back.* The secondary back shall be made from 100% synthetic fibers for glue-down installation.

6. *Density.* The density shall be a minimum of 5,000 oz/ cubic yard.

7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.

8. *Static Buildup.* Static buildup shall be a maximum of 3.5 KV when tested in accordance with AATCC-134.

9. *Carpet Reclamation.* Where possible and required by law, dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to the GSA Contracting Officer.

10. *Flammability*: Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

6.21 CARPET TILE (DEC 2007)

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

1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw , and Honeywell (formerly BASF)].

2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, *www.epa.gov/epp.*

3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.

4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd2 for level cut/uncut construction.

5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.

6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.

7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.

8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 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. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.

12. *Flammability*: Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

6.22 ACOUSTICAL REQUIREMENTS (SEP 2000) (*)

A. BUILDING SHELL:

1. REVERBERATION CONTROL:
   a. Ceilings shall have a noise reduction coefficient (NRC) of not less than 0.70 in accordance with ASTM C 423; a ceiling attenuation class (CAC) of not less than 35 in accordance with ASTM E 1414; and an articulation class (AC) of not less than 170 in accordance with ASTM E 1111.

2. AMBIENT NOISE CONTROL:
   a. 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 all other spaces.

3. NOISE ISOLATION:
   a. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not have less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E 336:
      i. Training Rooms: NIC 50
      ii. Offices: NIC 40
      iii. Conference Rooms: NIC 50
      iv. Health Facilities: NIC 50
      v. Employee Lounges: NIC 50

4. TESTING:
   a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

6.23 WINDOW COVERINGS (SEP 2000) (*)

A. TENANT IMPROVEMENT INFORMATION:

1. Window Blinds. All exterior windows shall be equipped with new window blinds, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be horizontal aluminum slats of 1 inch width or less or an equivalent 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. Alternate window coverings may be presented for approval by the Contracting Officer.

2. Tenant security regulations require fully extended window blinds with the slats adjusted to a 45-degree angle.

6.24 BUILDING DIRECTORY (SEP 2000) (*)

REQUIREMENT DELETED

6.25 FLAG POLE (DEC 2008) (*)

A. BUILDING SHELL:

1. The Lessor shall provide three (3) flagpoles at a location to be approved by the Contracting Officer. The flagpoles shall be aluminum and shall be sized to complement the building façade. The poles shall also withstand an unflagged wind load of minimum 100 M.P.H. or higher if required by code. The poles shall be appropriately illuminated and accessible by a concrete walkway.

2. The flags and all replacement flags required during the term of the lease will be provided at the Lessor's expense. The flags must be sized appropriately to complement the size of the flagpole and building.

3. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

7.0 MECHANICAL, ELECTRICAL, PLUMBING

7.1 ADDITIONAL REQUIREMENTS (*)

Additional requirements for Section 7.0 MECHANICAL, ELECTRICAL, PLUMBING are provided below.

7.2 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2005)

A. BUILDING SHELL:

1. The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall provide mains, lines, and meters for utilities. Exposed ducts, piping, and conduits are not permitted in office space. FOR ADDITIONAL REQUIREMENTS REFER TO THE POR.

B. SYSTEMS COMMISSIONING:

1. At the Lessor's expense, the Lessor must develop and use a commissioning plan to verify that the installation and performance of energy consuming systems meet the Government's project requirements. Incorporate commissioning requirements into the construction documents. The commissioning shall cover only work associated with tenant improvements or alterations. The Lessor shall provide to the Contracting Officer a narrative and diagrams indicating how the HVAC system works, what portions are shared with other tenants in the building, what was included in the project scope of work.

2. The energy-related systems of the commissioning process activities in the tenant scope include at a minimum: Heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3. The commissioning plan shall ensure that the portions of the building covered by the tenant's scope of work comply with ASHRAE/IESNA Standard 90.1-2001 (with all addenda) or the local energy code, whichever is more stringent.

4. For additional requirements, refer to the POR.

7.3 ENERGY COST SAVINGS (DEC 2007)

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. 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.

C. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Contracting Officer.

D. The Offeror is encouraged to purchase at least 50% of the Government tenant's electricity from renewable sources.

E. SUBMITTAL REQUIREMENT:
If renewable source power is purchased, provide documentation to the Contracting Officer within 9 months of occupancy.

F. All new construction shall achieve an Energy Star score of 75 or above within 1 year after reaching 95 percent occupancy and will continue to retain the qualifying ENERGY STAR score or better (*WWW.ENERGYSTAR.GOV*). Provide documentation of achievement of the Energy Star score to the Contracting Officer within 15 months after receiving 95% occupancy.

7.4 DRINKING FOUNTAINS (AUG 2008)

A. BUILDING SHELL:
The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

7.5 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. The Lessor shall provide floor drains in all toilet rooms.

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. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.

7.6 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	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

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

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

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

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

7.7 JANITOR CLOSETS (DEC 2007) (*)

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 1/2 inch.

B. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

C. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

7.8 HEATING AND AIR CONDITIONING (DEC 2007) (*)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

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.

10. *Thermal Comfort.* During working hours in periods of heating and cooling, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Provide individual thermostat control for office space with control areas not to exceed 1,500 ANSI/BOMA office area square feet. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing space use and modulating HVAC system in response to space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air

conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

B. TENANT IMPROVEMENT INFORMATION:
   1. For additional requirements, refer to the POR.

7.9 VENTILATION (AUG 2008)

A. BUILDING SHELL:
   1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.

   2. 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 have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.

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

7.10 VENTILATION: TOILET ROOMS (DEC 1993)

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

7.11 ELECTRICAL: GENERAL (SEP 2000) (*)

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

B. A professional engineer registered in the State of the project location shall stamp the drawings. Whenever requested by the Government, the Lessor shall furnish at no additional cost to the Government, a report by a registered professional engineer to certify that the building electrical system is designed and constructed to meet the requirements of the lease / SFO.

C. For additional requirements, refer to the POR.

7.12 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.

B. TENANT IMPROVEMENT INFORMATION:
   1. All electrical, telephone, and data 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 not be permitted.

   4. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

7.13 ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS (*)

A. 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.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

7.14 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 switch rooms, 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 1/2 inch.

2. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

   a. TIA/EIA 568, Commercial Building Telecommunications Cabling Standard,

   b. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,

   c. TIA/EIA 570, Residential and Light Commercial Telecommunications Wiring Standard, and

   d. TIA/EIA 607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

3. Telecommunications switch rooms, 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:

1. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

7.15 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 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.

3. 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:

1. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

7.16 DATA DISTRIBUTION (SEP 2000)

A. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards, as shown in Telecommunications: Distribution and Equipment paragraph above.

B. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

7.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000) (*)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvements 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 or floor feeds. 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. For additional requirements, refer to the POR.

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 Government's vendors. 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 Government 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. 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. The Lessor's electrical contractor shall connect power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre wired receptacles in the systems furniture. Other Government contractors will install the data cable in the furniture panels for the terminal and printer locations, install the connectors on the terminal/printer ends of the cable, and continuity test each cable. All furniture connections shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Some of this work may occur over a weekend on a schedule that requires flexibility and on call visits.

7.18 ADDITIONAL ELECTRICAL CONTROLS (*)

FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

7.19 ELEVATORS (AUG 2008) (*)

A. The Lessor shall provide suitable passenger and freight elevator service to any Government demised area not having ground level access. One passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading dock 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 tenant working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

1. 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 elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, Inspectors' Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. SAFETY SYSTEMS:

1. 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 center as designated by the Government. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

1. 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:

1. 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 approved by the Contracting Officer

7.20 LIGHTING: INTERIOR AND PARKING (DEC 2007)(*)

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 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. Pendant hung, indirect lighting of 30-foot candles with appropriate reflective ceiling grid is an acceptable alternative. The space may be designed with a mixture of fixtures as driven by the workspace.

The lighting shall be designed to provide lighting requirements for each room. The following lighting levels shall be maintained based on IESNA standard and energy code: offices with task lighting - 30 FC, hallways/lobbies – 20 FC, Conference Rooms – 35 FC, maintenance vehicle bays 50 FC

b. The entire site to include the exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have an average of 2 horizontal, maintained foot candles of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot candles and shall be designed based on IESNA standards.

c. 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. Provide daylight dimming controls in atriums and within 15 feet of windows where daylight can contribute to energy savings.

d. 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. No more than 1,000 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.

e. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

9.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

9.1 ADDITIONAL REQUIREMENTS AND FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)

For additional requirements refer to the POR.

A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.

B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*.

C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.

D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The building is 2 or more stories in height above the level of exit discharge.

2. The total calculated occupant load of the building is 300 or more occupants.

3. The building is subject to 100 or more occupants above or below the level of exit discharge.

E. 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 award date of this SFO) adopted by the jurisdiction in which the building is located. In addition, 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.

9.2 CERTIFICATE OF OCCUPANCY (MAY 2005) (*)

Offerors shall provide a copy of the valid certificate of occupancy issued by the local jurisdiction prior to occupancy. If the local jurisdiction does not issue a certificate 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.

9.3 FIRE PROTECTION AND LIFE SAFETY (MAY 2005) (*)

A. All applicable building code, fire code, and ordinances adopted by the jurisdiction in which the building is located and all other nationally recognized codes and standards referenced herein, shall reference the current edition, in effect at the time of the solicitation.

B. Buildings shall be in compliance with all of the fire protection and life safety requirements within the applicable building code, fire code, and ordinances adopted by the jurisdiction in which the building is located. In addition, the offered space shall meet the applicable egress requirements in NFPA 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government

C. The offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. The requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, Life Safety Code, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government

D. Prior to the Government's occupancy of the building, the Lessor shall test all fire protection detection systems, suppression systems, and other life safety systems in accordance with the applicable NFPA Standards and provide written documentation to the Contracting Officer. This documentation will be reviewed by the Government for compliance prior to occupancy of the building.

9.4 AUTOMATIC FIRE SPRINKLER SYSTEM (JUL 2008)

A. The office building and annex described in this SFO shall be protected throughout by an automatic sprinkler system designed in accordance with the requirements of NFPA Standard 13, Installation of Sprinkler Systems. Any other building(s) that is associated with the project described in the SFO shall not be required to be protected by an automatic sprinkler system unless specifically required by the applicable edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the other building(s) is located.

B. Where applicable, fire pump installations shall be designed, installed, tested, and maintained in accordance with the requirements of the NFPA Standard 20, Standard for the Installation of Stationary Fire Pumps for Fire Protection, and Standard 25, Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems. Electric fire pumps shall be provided with essential power capability.

C. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

9.5 FIRE ALARM SYSTEM (DEC 2008)(*)

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 in height 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 adopted by the jurisdiction in which the building is located.

B. Manual fire alarm stations shall be installed on each floor of Government occupancy in accordance with the spacing requirements of NFPA Standard 72, National Fire Alarm Code.

C. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) 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.

D. Unless otherwise required by local codes, only visible (i.e., strobe device) alarm notification appliances and not audible alarm notification appliances are to be provided in building restrooms located on each floor of Government occupancy.

E. For additional requirements, refer to the POR.

9.6 EMERGENCY LIGHTING (APR 2006)

If battery powered emergency lighting is provided, the battery packs shall provide a minimum of 90 minutes of illumination in accordance with the requirements of the NFPA Standard 101, Life Safety Code.

9.7 MAINTENANCE/TESTING OF FIRE PROTECTION & LIFE SAFETY SYSTEMS (APR 2006) (*)

The fire alarm system shall be inspected, tested, and maintained by the Lessor in accordance with the requirements of NFPA Standard 72, National Fire Alarm Code. The water-based fire protection systems shall be inspected, tested, and maintained by the Lessor in accordance with NFPA Standard 25, Inspection, Testing, and Maintenance of Water-Based Fire Protection System. Services shall include all necessary labor, materials, and equipment and shall be performed by persons 1) qualified by experience and training to perform the work and 2) holding a current license for installation of the systems involved.

9.8 LIGHTNING RISK ASSESSMENT (APR 2006) (*)

The Offeror shall perform a lightning risk assessment calculation as defined by NFPA Standard 780, Standard for the Installation of Lightning Protection Systems, for the proposed site and structure. Risk index values in the moderate-to-severe category or higher shall require the installation of a listed lightning protection system. The risk assessment calculation shall be submitted to the Contracting Officer for review at the time of the first construction drawings submission.

9.9 OSHA REQUIREMENTS (SEP 2000)

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

9.10 ASBESTOS (SEP 2000) (*)

The leased space shall be free of all asbestos containing materials (ACM). ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

9.11 INDOOR AIR QUALITY (DEC 2007)

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 tenant 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 fire stopping 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.

F. Where hazardous gasses or chemicals may be present or used, including copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 PA (0.02 inches of water gauge) and with a minimum of 1 PA (0.004 inches of water gauge) when the doors to the rooms are closed.

9.12 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 pico uries 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 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 detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.

b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

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

9.13 RADON IN WATER (SEP 2000)

A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit 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.

9.14 HAZARDOUS MATERIALS (OCT 1996)

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

9.15 RECYCLING (DEC 2007)

A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

B. SUBMITTAL REQUIREMENT:
The Lessor shall submit a building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the Construction Drawing (CD) submission.

9.16 OCCUPANT EMERGENCY PLANS (AUG 2008)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:
HTTP://WWW.9-11SUBMIT.ORG/MATERIALS9-1/911/ACROBAT/27/P3&C10EMERENCYPREPAREDNESSPLANS/GSAOCCUPANTEMERGENCYPROGRAM.PDF.

9.17 MOLD (AUG 2008)

A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist

certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within five days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within five_ days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.

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

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

10.0 TENANT IMPROVEMENTS

10.1 TENANT IMPROVEMENTS PRIOR TO GOVERNMENT'S INITIAL SPACE ACCEPTANCE (SEP 2000)
PARAGRAPH DELETED.

11.0 LEASE SECURITY STANDARDS (*)

11.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. (b) (7)(F) [redacted]

2. At the time of submission of initial Phase II offers, the Offeror shall provide the Government with itemized costs of the security items in this section and the POR, as identified on the Security Unit Price List.

B. For additional requirements, refer to the POR.

11.2 SECURITY CLEARANCES

Space must be capable of maintaining a high level of security. Access will be controlled and imposed on all visitors, contractors and other personnel, including those supplied by the Offeror/Lessor for the purpose of maintenance, cleaning and repairs. Security may include, but is not limited to fingerprinting and background checks, as determined by the Government.

11.3 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security, which reasonably deters unauthorized entry to the space leased at all times and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed by landscaping or other elements.

11.4 ACCESS TO UTILITY AREAS (NOV 2005)

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

11.5 EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)

A. This is a tenant improvement item.

B. (b) (7)(F) [redacted]

11.6 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. 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.

11.7 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 names and locations of Government tenants must not be disclosed in any publicly accessed document or record.

11.8 POSTING OF GOVERNMENT RULES AND REGULATIONS (NOV 2005)

A. This is a tenant improvement item.

B. 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.

11.9 OCCUPANT EMERGENCY PLAN (NOV 2005)

A. Occupancy Emergency Plan:

1. The Government's Occupant Emergency Plan ("OEP"), if necessary, a supplemental Sheltering-in Place (SIP) Plan and a Damage Control Plan ("DCP"), developed by the Government after occupancy, shall be used by the Government during Facility emergencies. The Lessor shall cooperate and participate with the Government in the development and execution of

the OEP, SIP and DCP, and the Lessor shall prepare a Lessor Emergency Plan ("EP") which will define the Lessor's procedures and actions he will take to provide support to the Government's OEP, SIP and DCP. Designated Lessor personnel, including the On-Site Supervisor, shall be thoroughly familiar with the Government's OEP, SIP and DCP, and shall be trained by the Lessor to fully understand their responsibilities relative to each emergency plan. The Lessor's participation in emergency plans shall be mandatory during Facility-related emergencies or natural disasters, regardless of the times of occurrence. The Lessor's proposed EP shall be submitted to the Contracting Officer within 30 days after receipt of the Government's OEP, SIP and DCP. The Lessor shall resubmit the EP until the Contracting Officer accepts the EP. The Lessor shall update and revise the EP when appropriate, including when the OEP, SIP and/or the DCP are revised by the Government.

B. The EP shall include, at a minimum, the following:

1. The Lessor's procedures and actions to support the Government during emergencies.

2. The name, address, telephone number and current position of each employee of the Lessor or of a contractor or subcontractor that will participate in the EP.

3. The specific functions that each such employee will perform during emergency situations.

4. If temporary or subcontractor employees are to be used, identical information to that described above shall be required for each such employee.

11.10 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (NOV 2005)

A. This is a building shell item.

B. 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.

11.11 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.

11.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

11.13 ADDITIONAL SECURITY (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 and location.

11.14 BACKGROUND SECURITY CHECKS (NOV 2005)

FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

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

A. In the event the FBI should vacate, the following requirements must be met and will be funded by the Government at the time the need arises. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, garage 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. (b) (7)(F) [redacted]

11.16 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

(b) (7)(F) [redacted]

11.17 ENTRY SECURITY: X-RAY AND MAGNETOMETER (NOV 2005)

(b) (7)(F) [redacted]

11.18 ENTRY SECURITY: X-RAY SCREENING (NOV 2005)

(b) (7)(F) [redacted]

11.19 ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

(b) (7)(F) [redacted]

11.20 ENTRY SECURITY: INTRUSION DETECTION SYSTEM (NOV 2005)

(b) (7)(F) [redacted]

11.21 ENTRY SECURITY: PEEPHOLES (NOV 2005)

A. This is a tenant improvement item.

B. In the event the FBI should vacate, the following requirements must be met and will be funded by the Government at the time the need arises. The Lessor shall provide and install peepholes in all doors to the Government-occupied space as an effective visual recognition system for small offices. This system shall comply with the Architectural Barriers Act, section F230.1.

11.22 ENTRY SECURITY: INTERCOM (NOV 2005)

A. This is a tenant improvement item.

B. In the event the FBI should vacate, the following requirements must be met and will be funded by the Government at the time the need arises. The Lessor shall provide and install an intercom system to be used in conjunction with the peephole system. This system shall comply with the Architectural Barriers Act, section F230.0.

11.23 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (NOV 2005)

A. This is a tenant improvement item.

B. (b) (7)(F) [redacted]

11.24 OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)

(b) (7)(F) [redacted]

11.25 OCCUPANT/VISITOR SCREENING: CONTROL/SCREENING SYSTEM (NOV 2005)

A. (b) (7)(F) [redacted]

B. [redacted]

11.26 SECURE HVAC: OUTDOOR AIR INTAKES (NOV 2005)

A. This is a building shell item.

B. 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. (b) (7)(F) [redacted]

2. [redacted]

11.27 SECURE HVAC: DEDICATED HVAC FOR SPECIFIC AREAS (NOV 2005)

A. This is a building shell item.

B. (b) (7)(F) [redacted]

11.28 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

(b) (7)(F) [redacted]

11.29 SECURE HVAC: SECURE RETURN-AIR GRILLES (NOV 2005)

A. This is a building shell item.

B. (b) (7)(F) [redacted]

11.30 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

1. 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. FOR ADDITIONAL REQUIREMENTS REFER TO THE POR.

B. Inspection of Parking Areas:

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

C. Post Signs and Arrange for Towing of Unauthorized Vehicles:

1. 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.

D. ID System and Procedures for Authorized Parking:

1. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

11.31 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS (NOV 2005)

(b) (7)(F) [redacted]

11.32 CCTV MONITORING: POST SIGNS (NOV 2005)

(b) (7)(F) [redacted]

11.33 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

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

11.34 SECURITY DESIGN CRITERIA (NOV 2005)

(b) (7)(F) [redacted]

11.35 SECURITY DESIGN CRITERIA: SETBACK (NOV 2005)

A. This is a building shell item.

B. (b) (7)(F) [redacted]

C. FOR ADDITIONAL REQUIREMENTS, REFER TO THE POR.

11.36 SECURITY DESIGN CRITERIA: FAÇADE PROTECTION (NOV 2005)

A. This is a building shell item.

B. (b) (7)(F) [redacted]

C. FOR ADDITIONAL AND MORE STRINGENT REQUIREMENTS, REFER TO THE POR.

11.37 SECURITY DESIGN CRITERIA: SHATTER-RESISTANT WINDOWS (NOV 2005)

A. This is a building shell item.

B. (b) (7)(F) [redacted]

C. FOR ADDITIONAL AND MORE STRINGENT REQUIRMENTS, REFER TO THE POR.

11.38 SECURITY DESIGN CRITERIA: HVAC (NOV 2005)

A. This is a building shell item.

B. (b) (7)(F) [redacted]

11.39 SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005)

The Government will review all design and engineering documents, including structural engineering calculations during design development.

12.0 SPECIAL REQUIREMENTS

12.1 GENERAL

For additional requirements, refer to the attached Program of Requirements (POR).

INITIALS: _____ & _____
LESSOR GOV'T

13.0 NEPA STUDIES

13.1 NEPA STUDIES FOR DEVELOPERS' SITES (JUL 2008)

A. The General Services Administration (GSA) is responsible for identifying and controlling potential safety and health or environmental hazards that may exist on Federally owned or leased property under the control of GSA. Additionally, the National Environmental Policy Act of 1969 (NEPA), as amended, was created to ensure that Federal agencies consider the impacts of their decisions and actions on the environment. Pursuant to NEPA, the Council on Environmental Quality (CEQ) was created which developed implementing regulations (40 Code of Federal Regulations 1500 et. seq). Also, GSA Public Buildings Service (PBS) has developed the "PBS NEPA Desk Guide" (Desk Guide, available on the GSA website at http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=8372&channelId=-13909&ooid=11872&contentId=13764&pageTypeId=8195&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=PX) which has been approved by the CEQ. The National Historic Preservation Act of 1966 (NHPA), as amended, requires that Federal Agencies take into account the effect of any undertaking on any district, site, building, structure and/or object that is included in or eligible for inclusion in the National Register.

B. PLEASE NOTE: REFERENCES IN THIS PARAGRAPH TO PHASE I AND PHASE II REFER TO PHASE I AND PHASE II ENVIRONMENTAL REPORTS. THIS TERMINOLOGY HAS NO RELATION TO THE PHASE I AND PHASE II PROCUREMENT TERMS.

C. The following requirements are applicable to each offered site. For the ASTM E 1527-05 Phase I and the ASTM E 1903-97 (2002) Phase II environmental site assessment reports, all costs of research, testing, and developing the report documents are at Offeror's cost. The Government will not reimburse for these ESA costs. To fulfill these responsibilities and requirements, the offeror shall provide a completed Environmental Site Assessment (ESA), Cultural Resource Assessment (CRA), and a preliminary NEPA analysis in the format of GSA's Categorical Exclusion (CATEX) Checklist for each property being evaluated for lease. The appropriate GSA Regional NEPA Expert, Environmental Officer and Historic Preservation Officer will evaluate these reports and documents for the Phase I technical evaluation factor of, "Site." and the Phase II technical evaluation factor of, "Site and Potential Environmental Impacts." The offeror to whom a resultant lease is awarded, at offeror's cost, shall be required to perform the required remediation/mitigation actions, if any, prior to the Government's acceptance of the space. These mitigation/remediation costs must be reflected in the shell rental rate.

1. Scope of Work
   a. Service Areas
      i. Environmental Site Assessments – Utilize the services of environmental scientists or engineers experienced in assessing real property in accordance with the most recent version of the American Society for Testing and Materials (ASTM) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". Provide a written report of the findings of the Phase I investigation with recommendations for any indicated Phase II ESA. Completing a Phase II ESA may be required.

      ii. Cultural Resource Management Support Services – Utilize the services of archaeologist, historical architects, and/or architectural historians to conduct evaluations pursuant to Sections 106 and 110 of the National Historic Preservation Act. Additionally, services may be required to develop Historic Building Preservation and Maintenance Plans, National Register nominations, and other historic and/or archaeological services.

      iii. NEPA Support – Utilize the services of environmental scientists, engineers, or planners experienced in assessing environmental impacts on the human environment (as defined by NEPA) to complete the attached Categorical Exclusion Checklist, providing qualification and documentation of answers as necessary, as well as recommendations for additional data needs and description of any proposed mitigation.

D. General Requirements
   1. Offeror shall ensure that all personnel, supervision, transportation, travel expenses, supplies, equipment, materials, personal protective equipment, laboratory services, etc., necessary to perform the work is provided.

   2. Supporting services shall include, but not be limited to, the following: sampling, measuring, collecting, identifying, analytical processes with appropriate methodologies, and proper personal protective equipment. Any samples taken for laboratory analyses shall be analyzed in accordance with appropriate environmental regulations, and a laboratory that is certified for those analyses by the appropriate certifying agency shall do these analyses.

   3. All evaluations shall be performed by professionals in the designated professional fields as outlined in the Qualifications of Personnel section of this specification.

   4. The Offeror shall incorporate the United States into the preparation of the Phase I ESA so that the United States achieves the status of "user" as is set forth in Section 6 of E 1527-05, and the Phase I ESA is current and thus satisfies the viability requirements set forth in Section 4.6 of E 1527.05, on the date of closing of the offered site.

5. Government Review of Reports. GSA's Environmental and Historic Preservation Officers shall review the reports and either accept them as written or may require changes or additions. The contractor may be required to rewrite the survey report, at the offeror's expense, if the findings and recommendations are not in accordance with the requirements of this scope of work, including Section 4, Technical Considerations of the Surveys. If the GSA does not accept the reports as written AND the Offeror is selected to advance to Phase II of the procurement, the offeror/offeror's contractor shall make the required revisions and submit the final reports to the GSA no later than the submission date of Phase II initial offers unless otherwise specified. It is the responsibility of the offeror to ensure that they understand GSA's requirements. If it is determined that sampling or evaluation beyond the original scope is required, the offeror will be notified.

6. Qualifications of Personnel
   a. Offeror shall ensure that personnel performing work pursuant to this requirement have the minimum professional training and requirements below, as well as any state-required certifications or registrations, in order to efficiently and effectively perform the services required under this section. Individuals with experience relevant to those tasks shall perform the tasks.

   b. At a minimum, personnel performing services shall be qualified industrial hygienists, safety engineers, environmental engineers, environmental scientists, architects, historians, or other professionals as delineated below.

   c. Industrial Hygienists and Safety Engineers shall possess a bachelor's degree in Safety Engineering, Industrial Hygiene, or a related field (e.g., chemistry, biology, physics, environmental sciences) and have no fewer than five (5) years experience within the last seven (7) years in the industrial hygiene or safety field and be either a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP). A Masters degree in a related field may substitute for two years of experience.

   d. Environmental Engineers, Scientists and Planners shall possess a Bachelors degree in Environmental Science, Environmental Engineering, Toxicology or one of the physical or life sciences with a minimum of five (5) years environmental experience within the last seven (7) years. Environmental experience may be of a general or specific nature and include items such as conducting Environmental Assessments pursuant to NEPA, Remedial Investigation and Feasibility Studies under the Superfund Act, Indoor Air Quality Studies, development and implementation of various environmental sampling plans, or other environmental experience acceptable to the Regional Environmental Officer. A Masters degree in a related field may substitute for two years of experience. For those tasks requiring an Engineer, the Engineer shall have Professional Engineering (PE) licensing as well as the appropriate state licensing.

   e. Architects shall possess a state license to practice architecture and at least five (5) years of full time experience.

   f. Architectural Historians shall possess a graduate degree in architectural history, art history, historic preservation, or a closely related field, with coursework in American architectural history plus at least five (5) years of full-time experience. Experience shall include research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution or organization.

   g. Historical Architects shall have a state license to practice architecture with at least five (5) years of full-time experience in historic preservation or historic preservation related projects. Experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects. One year of graduate study in architectural preservation, American architectural history, preservation planning or closely related field may be substituted for one year of experience.

   h. Historians shall possess a graduate degree in history or closely related field with at least five (5) years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional organization or institution.

   i. Archaeologists shall possess a graduate degree in archeology, anthropology, or closely related field plus at least five (5) years of full-time professional experience or equivalent specialized training in archeological research, administration or management and at least one year of supervised field and analytic experience in general North American archeology and demonstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

7. Technical Considerations of the Surveys
   a. Environmental Site Assessment (ESA)

      i. The Phase I ESA is required to investigate potential environmental factors of the site for compliance with CERCLA 120(h). The investigation and reporting requirements shall generally follow ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM E 1527-00 or the most recent revision), although GSA may modify the requirements based on project requirements and existing knowledge of site conditions. Additionally, all reports shall include the appropriate FEMA flood map with a description of the flood zone designation for the site, as well as other information necessary to support completion of a Categorical Exclusion mentioned in the Scope of Work above.

8. PROVIDE A COMPLETE REPORT OF FINDINGS ON EACH INDIVIDUAL INTERIOR PARCEL THAT MAKES UP THE OVERALL SITE BEING CONSIDERED. THE REPORT MUST INCLUDE:
   a. Title Sheet/Cover Page

   b. Table of contents

   c. List of contributing consultants and addresses under the direction of the Consultant, including project manager's name

   d. On the cover, the name of the project, location and Consultant's name and address, zip code and telephone number

   e. Provide in the report a summary of work performed and an introduction and executive summary

   f. Identify areas of concern on a graphic site map summary in the report (size 8 ½" x 11") which graphically shows the results of the Phase I ESA for all of the subject site

   g. Provide an executive summary of finding in the front of the Phase I ESA report for the overall subject site and adjacent area being audited

   h. Provide scaled down, high quality photocopies of aerial photographs showing previous site usages that are considered to be potential sources of environmental contaminants.

   i. Written recommendations for any indicated Phase II ESA.

9. Site photographs, aerial photographs, topographic maps, and figures must be of sufficient quality to allow independent interpretation by GSA. Similarly, raw results of database searches should be provided in the appendices to support summaries and conclusions given in the report.

10. Scopes for Phase II ESAs shall be developed by the offeror and/or offeror's contractor(s) based on site conditions and shall meet the requirements of GSA in concert with applicable federal and state requirements or regulations.

E. Cultural Resource Assessment – Phase I
   1. Identify and evaluate historic properties (see 36 CFR Part 800.4) on and adjacent to the project area in consultation with GSA and the appropriate State Historic Preservation Officer (SHPO). Prepare "Requests for Determinations of Eligibility" (DOE), a history and archeology report, and an assessment of effects for historic properties identified which are listed or eligible for listing in the National Register of Historic Places (NRHP). The survey area or area of potential effect (APE) for historic properties shall include prehistoric and historic districts, sites, building, structures, or objects which are adjacent to, abut, or located within the project area as delineated on the statement of work.

F. NOTE: The Cultural Resource Assessment must be submitted to GSA for review by the GSA Historic Preservation Officer and to the SHPO; the offeror should submit the report directly to the appropriate SHPO. The Offeror shall determine how many copies the relevant SHPO requires. A minimum of 30 days from receipt of the report by the SHPO must be allowed for the SHPO's response.

G. The elements of a Cultural Resource Assessment – Phase I are as follows:
   1. INTRODUCTION
      a. GSA requires that a Cultural Resource Assessment be conducted for Federal actions to ensure compliance with Section 106 of the National Historic Preservation Act and pursuant regulations (36 CFR Part 800). Identify and evaluate historic properties [see 36CFR Part 800.4] on and adjacent to the project area in consultation with GSA and the appropriate SHPO. Prepare "Requests for DOE", a history and archaeology report, and an assessment of effects for historic properties identified which are listed or eligible for listing in the NRHP. The survey area or APE for historic properties shall include prehistoric and historic districts, sites, buildings, structures, or objects which are adjacent to, abut, or located within the project area (ATTACH MAPS AS FIGURES).

2. REQUIRED COMPONENTS OF THE STUDY
   a. Identification and Evaluation
      i. Historic Resources
         (a) Background research. City, County and surveys for historic resources shall be consulted in order to locate previously identified resources within the project APE. Survey forms for any previously identified resources within the APE shall be copied and location of the resources located on the appropriate USGS topographic map. Files of existing and proposed National Register properties shall be consulted in the City, County or SHPO offices. A copy of each National Register Nomination Form and National Register Summary Form shall be copied for each listed and proposed National Register property located within the APE

         (b) Field Survey. A field survey shall be conducted in order to identify and locate all listed and eligible National Register properties (including those within historic districts or multiple resource areas). State Survey Guidelines shall be followed.

         (c) Survey Form. Appropriate State Survey Forms shall be completed for each previously unevaluated historic resource located within the APE which are 50 years or older. State Survey Manual guidelines shall be used as the reference document for completing these forms.

         (d) Requests for Determinations of Eligibility. In addition to the survey form, requests for Determinations of Eligibility (DOE) shall be prepared by performing all necessary primary and secondary source research. DOE documentation shall include appropriate Historic Property Information Forms (HPIF) for each previously unevaluated historic resource. Unless otherwise specified, the information shall include current 35mm color or black and white photographs of the existing historic resources and condition thereof, copies of historic photographs if available, and a sketch of the existing and original floor plans. Current exterior and interior photographs of the existing historic resource(s) shall be numbered, labeled, (delete mounted to 81/2" by 11" paper) and keyed to a sketch of the existing floor plan. In addition, date of construction of the original building(s) and any additions that were added shall be noted. Additions to historic resources shall be clearly marked on a location map showing the original building footprint. State property information forms shall be used as the reference document for gathering the information.

         (e) National Register Evaluation. Apply the National Register Criteria (36 CFR, Part 63) to each existing historic resource on and facing the site that is not already listed in the NRHP. Provide GSA with recommendations as to the eligibility or ineligibility of each resource for inclusion in the NRHP individually and/or as part of a historic district, including a justification for recommendation.

H. For any historic resource recommended as eligible for inclusion in the NRHP, and for those already included in the NRHP, the Offeror shall identify those elements or characteristics of the resource that do and do not contribute to its eligibility, including a justification for each recommendation.

I. Archaeological Resources
   1. Conduct a Phase I archaeological survey of the project site, and provide GSA with recommendations concerning the probability that archaeological resources eligible for inclusion in the NRHP exist on the site. An extensive background literature review shall be conducted to document previously identified archaeological sites and to delineate areas of high site potential within and adjacent to the project area, to develop prehistoric and historic contexts for the survey corridor. Background research shall include review of relevant documents housed with the SHPO, Office of the State Archaeologist, State Site Files, State Department of Archives and History, and the Surveyor General's Collections. In addition, the State's preservation plan shall be consulted. The study must appropriately document/record the following:
      a. Is the geomorphology of the project site such that it is likely that prehistoric archaeological sites could have developed and been preserved?

      b. Would the project site have been a likely place for prehistoric people to have conducted activities that could be expressed as an archaeological site?

      c. Is there any reason to think that activities on the project site after the time of European contact would have produced a significant historic archaeological site or sites?

      d. Is it likely that significant historic or prehistoric archaeological sites, if they exist, are preserved there in whole or in part?

      e. What significance (research or other) would any such site have?

      f. If there is significance, would such a site be eligible for inclusion on the NRHP?

      g. Is Phase II archaeological study needed to clarify the presence/absence and/or significance of archaeological resources on the project site, and if so, why?

h. Provide scope of work for any recommended Phase II evaluation.

J. Effect Determination

1. Historic Resources

a. Determine the likely effects of the undertaking on all identified listed or eligible National Register historic resources. Provide GSA with a determination of effect for each historic resource (no historic properties affected, no adverse effect, or adverse effect). The determination of effect documentation shall include a discussion of direct and indirect effects to the historic resources, a justification for the determination, alternatives to avoid adverse effects, plans to minimize harm and proposed mitigation, if applicable.

2. Archaeological Resources

a. Provide GSA with a determination of effect for each National Register eligible archaeological resource that is likely to exist on the project site. The determination of effect documentation shall include a discussion of direct and indirect effects to the historic resource, a justification for the determination, alternatives to avoid adverse effects, plans to minimize harm, and proposed mitigation, if applicable.

K. NEPA Support Documents – Categorical Exclusion Checklist

1. Complete the Categorical Exclusion Checklist, providing qualification and documentation of answers as necessary, as well as recommendations for additional data needs and description of any proposed mitigation.

SOLICITATION FOR OFFERS

Version 1.4 FY 2008
PHASE II

FEDERAL BUREAU OF INVESTIGATION
BOSTON, MASSACHUSETTS
JANUARY 15, 2009

DEVELOPER-PROVIDED SITES

THE GENERAL SERVICES ADMINISTRATION
ROOM 900
10 CAUSEWAY STREET
BOSTON, MA 02222

AMENDMENT No.01 DOCUMENT AMENDED DATE 01/15/09

Offerors are required to read and initial the entire document, as there is a significant amount of new/changed information in the solicitation.

Name: MICHAEL STROBEL
Title: CONTRACTING OFFICER

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

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GSA New England Region

April 17, 2015 OL: 124

By Electronic Mail psimboli@acsdevelopment.com and United Parcel Service

Ms. Patricia Simboli, Manager
Emerald Corporate Center, LLC
180 Second Street, Suite 204
Chelsea, MA 02150
And
397 Main Street
Woburn, MA 01801

Subject: Lease Number LMA04496, Dated September 23, 2011 (the "Lease"), By and Between the U.S. General Services Administration as Agent for the U.S. Government (the "Government"),Tenant and Emerald Corporate Center, LLC ("ECC"), Lessor For Construction and Lease Of a Facility At 201 Maple Street, Chelsea, MA (the "Project")

Reference:
1. ECC's "BPOB - ECC Development - Schedule Prior to Weather Events Rev1 – SUM-18B-1R1", Data Date: 26-Jan-15/ Run Date: 25-Mar-15 18:25, **("Schedule 1B")**
2. ECC's "BPOB - ECC Development - Weather Events Schedule Updated to 17Feb15 Rev1– SUM-18B-3R1", Data Date: 17-Feb-15/ Run Date: 25-Mar-15 18:41, **("Schedule 2B")**
3. ECC Letter to the Government dated March 26, 2015

Dear Ms. Simboli,

This letter shall address the outstanding project schedule open issues; specifically, the weather events schedule and the proposed future revisions to the schedule by ECC.

Severe Weather Events Schedule

The above referenced ECC schedules, along with letter dated March 26, 2015, were received by the Government on March 27, 2015. The schedules and letter respond to the Government's comments in letter OL 119 regarding the Lessor's request for a non-compensable schedule time extension due to impacts from severe winter storms beginning January 24, 2015, through February 17, 2015.

ECC's request for a 21 calendar (15 working) days is a no-cost time extension for the impacts to the project schedule from the January and February 2015 snow and related storms. ECC provided the narrative for the request in its letters to the Government dated February 9, 2015, and March 6, 2015. ECC's letter referenced above (Ref. 3) along with the schedules referenced above (Ref. 1 and 2) respond to the Government's comments issued in letter OL 119 dated March 23, 2015.

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

The current project baseline schedule is "BPOB – PERMIT ANALYSIS UPDATED TO 25AUG14-SUM-06B". See OL 115 and OL 116, as well as Lease Amendment No. 13.

ECC's **Schedule 1B**, is submitted to show work progress, with actual completion dates for schedule activities, through January 26, 2015; prior to the severe weather events impacts.

ECC's **Schedule 2B**, is submitted to show the impacts from the severe weather events through February 17, 2015, and includes updated actual data from work progress through said date. Schedule 2B shows that the severe weather events have had an impact of 21 calendar days on the schedule which would revise the Substantial Completion date of the project from August 1, 2016, to **August 22, 2016**, and the Final Completion date from September 2, 2016, to **September 26, 2016**.

The above referenced Lessor schedules (1B and 2B) have been reviewed for conformance with the requirements of the Lease. **Schedule 2B**, with data date of **17-Feb-15/ Run Date: 25-Mar-15**, is considered to comply with the general requirements of the Lease; therefore, shall become the revised Baseline Schedule for the project. Therefore, a no-cost Lease Amendment to extend the project's Substantial and Final Completion dates, as noted above, will be issued by the Government.

ECC Proposed Schedule Revisions

At the Monthly Project Progress Meeting held in Chelsea, Massachusetts on April 8, 2015, the Government noted that ECC has introduced about 245 activities to Schedules 1B and 2B prior to seeking advance approval. The Government reiterated that the practice of changing activity durations, adding or deleting activities and/or changing of logic/sequencing of the Work in the schedule, without justification and advance review by the Government, are not acceptable scheduling practices. The Government also noted that the planned work in the schedule appears to be heavily concentrated up to beginning of the first quarter of 2016, with fewer activities taking place over the span of the remaining project duration.

ECC has previously requested a meeting to discuss introducing new activities to the schedule and deleting the "A" and "B" sequencing of the work currently depicted in the schedule. See emails from E. Ryan (Skanska) and M. Connolly (The Molasky Group of Companies) both addressed to the Government and dated March 20, 2015. It was later suggested by ECC that a discussion of the request would be deferred until early May.

During the April 8, 2015 meeting discussions, the Lessor expressed the desire to expand the schedule to include additional details/activities to better manage its subcontractors' work and to streamline the schedule by removing the currently depicted "A" and "B" sequencing of the work, which according to the Lessor's contractor, proved to be difficult to implement.

The Government stated that in order for the Lessor and its contractor to be utilizing a schedule that reflects how the project is being constructed, it would not object to the requested modifications. The Government cautioned however that the proposed changes must not alter the sequencing of the work, the activities relationships' logic, or the overall activity durations as depicted in the previously accepted baseline schedule. The Lessor expressed concurrence and

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proposed it would provide the Government, for review, a sample schedule of two building floors of the proposed revisions to the schedule, by Friday April 10, 2015, which subsequently was received on April 15, 2015.

Also, during the April 8, 2015 meeting, the Government contractors' work for communications, low voltage cabling installation and systems furniture delivery and installation were discussed. The Government reminded ECC that much of its contractors' work is performed concurrently with that of the Lessor's Contractor's work and that the Government is about to embark on contract and schedule commitments to various vendors for said work. Those vendor commitments by the Government require ECC to establish firm start dates, in the project schedule, for those vendors' work. In addition, it was suggested that ECC show the start of each Government contractor's work as a milestone activity, with its own Identification Number (ID), for future tracking purposes.

It was mutually agreed that ECC and the Government will continue to review the scheduling of work activities such as the "Government Low Voltage Installation" (i.e., Activities 1A-1320, 2A-1320, 3B-1320, 4A-1320, 4B-1320, etc.), in order to reach a workable approach for the incorporation of the Government's contractors work into the project schedule.

Government Review of Lessor's Project Schedules

The review of the Lessor's schedule by the Government is made pursuant to the limitations and qualifications as set forth in the Lease and is not to be construed as direction to change the means, methods, sequences, or techniques of scheduling and completing the Project by the Lessor.

This review does not warrant nor identify all instances where the Lessor's approach deviates from the Lease, where activity durations are unreasonable, or that the sequencing or timing of the Work is impractical or is in conflict with the Lease. It remains the Lessor's responsibility to complete the Project in accordance with the Lease's requirements.

Should you have any questions regarding this subject, please do not hesitate to contact Fred Amey of GSA at 617.780.2319.

Sincerely,

(b) (6) [redacted]

Michael Strobel
Leasing Contracting Officer
Public Buildings Service
New England Region

cc: Mr. Fred Amey, Project Manager, GSA
Mr. D. Krassnoff, Leadership Initiatives Manager, GSA
Mr. Matt Connolly, The Molasky Group of Companies

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Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1-16.601	**US GOVERNMENT** **LEASE FOR REAL PROPERTY**
DATE OF LEASE 9/23/11	LEASE NO. LMA04496, Neg. Building No. MA5924ZZ

THIS LEASE, made and entered into this date by and between **Emerald Corporate Center, LLC**

whose address is 80 Everett Avenue, Suite 319
Chelsea, MA 02150

and whose interest in the property hereinafter described is that of owner

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

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

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 220,000 Rentable Square Feet (RSF), with a Common Area Factor of 1.09671%, yielding 200,600 ANSI/BOMA Office Area (occasionally herein referred to as "Usable") Square Feet of office and general purpose space comprising the entire 6 story building to be constructed at 201 Maple Street, Chelsea, Massachusetts (hereinafter the "Building"), along with on-site parking for 400 vehicles as detailed in Section 1.4 of the Phase I SFO, as amended. All parking, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation, use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration.

2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of twenty (20) years firm (the "Lease Term"), commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the (i) delivery of the Leased Premises in full compliance with the terms and conditions of Solicitation for Offers 2818A, Phase I, dated January 15, 2009 and Solicitation for Offers 2818A, Phase II, dated January 28, 2008; and (ii) and the Government's written acceptance of the Leased Premises (together, the "Commencement Date"), and ending twenty years thereafter (the "Termination Date"). Upon actual determination of the definitive date of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease by execution and delivery of a Supplemental Lease Agreement.

3. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, Annual Rent in the amount of $10,978,000.00, payable in the amount of $914,833.33 per month in arrears, plus CPI escalations after the first year, if applicable to:

   Emerald Corporate Center LLC
   80 Everett Avenue, Suite 319
   Chelsea, MA 02150

   Rent for a period of less than one month shall be prorated on a per diem basis.

INITIALS: _____ & _____
LESSOR GOV'T

4. TAX ADJUSTMENTS, APPEAL AND DEFINITIONS: Referencing Paragraphs 4.4 "Tax Adjustment" and 4.5 "Percentage of Occupancy" of the Phase II SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 100.00%. Notwithstanding anything to the contrary in the SFO, if the Lessor initiates a successful tax appeal, any reductions due the Government will be net of the Government's share of the Lessor's reasonable and actual costs of the appeal. Notwithstanding anything to the contrary in the SFO, Real Estate Taxes shall include special assessments, business improvement district assessments, community facility district assessments, transportation district assessments, and 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 to the extent such charges are reflected on the assessor's regular tax bill for the subject property.

5. TAX BASE: Will be established per paragraph 4.4 "Tax Adjustment" of the Phase II SFO.

6. OPERATING COSTS: Referencing Paragraph 4.6 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be $2,035,000.00 (annual rate) subject to annual adjustment as provided therein, commencing on the first Anniversary Date of the Commencement Date established pursuant to Section 2 hereof.

7. VACANT PREMISES: Referencing 4.13 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced by $0.75 per RSF and CPI calculations reduced as applicable for the period of time during which the Leased Premises remain vacant. The reduction shall take effect 30 days after the date on which the Lessor receives written notice from the Government requesting such reduction in rent.

8. OVERTIME USAGE: Referencing Paragraph 8.4 "Overtime Usage" of the SFO, the Government shall pay for overtime usage of heating and air-conditioning in the amount of $50.00 per hour beyond tenant's normal hours of 7:00 AM to 6:00 PM Monday through Friday.

9. NOTICES: All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class U.S. mail return receipt requested, postage prepaid, properly addressed, or by regular overnight delivery service such

INITIALS: _____ & _____
LESSOR GOV'T

as Federal Express, if intended for the Lessor to:

Emerald Corporate Center LLC
80 Everett Avenue, Suite 319
Chelsea, MA 02150
Attn.: Ms. Patricia Simboli

and if intended for the Government, to the following address:

General Services Administration
Public Buildings Service
10 Causeway Street, Room 1015
Boston, MA 02222
Attn.: Mr. Michael Strobel

10. The Lessor shall provide at its sole cost and expense a shuttle service from the lease location to the North Station and South Station rail lines between 7 AM and 9 AM and 3 PM and 6 PM for the first year of the lease starting on the Lease Commencement Date. The schedule and location of the shuttle service pick up and drop off's will be approved by the Contracting Officer.

11. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:
    (a) Phase II Solicitation for Offers 2818A and dated January 28, 2008, as amended
    (b) FBI Program of Requirements, as amended
    (c) GSA Form 3517X, "General Clauses"

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

LESSOR, **Emerald Corporate Center LLC**

(b) (6) [redacted]

BY _____ (Signature) _____ (Signature)

IN THE PRESENCE OF

(b) (6) [redacted]

_____ (Signature) 180 SECOND STREET CHELSEA, MA 02150 (Address)

UNITED STATES OF AMERICA

(b) (6) [redacted]

BY _____ (Signature) CONTRACTING OFFICER _____ (Official title)

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