

APPENDIX A
GSA Solicitation for Offers No. 08-008

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SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

NATIONAL INSTITUTES FOR HEALTH

IN

ROCKVILLE, MD

NAME: MARY HEWSON

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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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately 574,614 rentable square feet of space in two (2) but no more than three (3) low to mid-rise buildings with the purpose of consolidating an agency. The rentable space shall yield a minimum of 495,342 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 520,190 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 Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, 4) be the sole occupants of the buildings; and 5) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like (see also Section 10.0 Special Requirements):
1. narrow column spacing;
 2. atriums, light wells, or other areas interrupting contiguous spaces;
 3. extremely long, narrow runs of space;
 4. irregular space configurations; or
 5. other unusual building features.
6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

1.2 AREA OF CONSIDERATION (JUL 2005)

All properties that are offered to the Government in conjunction with this requirement must be located within the following areas:

- North - Muddy Branch Road
South - Cedar Lane to Huntington PKWY to Little Falls PKWY to River Road
East - Route 355, Rockville Pike to Viers Mill Road to Connecticut Avenue
West - Seven Locks Road to Wooten PKWY to Great Seneca HWY

1.3 LOCATION: OUTSIDE CITY CENTER (DEC 2007)

- A. NEIGHBORHOOD:
Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
- B. PARKING:
The offered space must have a minimum of 2,118 parking spaces available on site or adjacent to the buildings. This parking requirement will not be included within this Lease, but will be contracted separately by the Government to run co-terminous with this Lease. Bid packages should include a separate parking proposal.
- C. LOCATION AMENITIES:
Adequate eating facilities shall be located within two (2) miles. The government encourages pedestrian access from the building location to at least 10 of the following basic services: 1.) childcare centers; 2.) fitness facilities; 3.) postal facilities; 4.) restaurants 5.) fast food establishments; 6.) dry cleaners; 7.) banks and ATM's; 8.) convenience shops; 9.) card/gift shops; 10.) drug stores; and; 11.) hotel with conference facility and other recognized services when supported by the market.
- D. SUBMITTAL REQUIREMENT:
The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government.

1.4 UNIQUE REQUIREMENTS (DEC 2007)

- A. The offered building(s) must meet the following requirements:
- have access to fiber optic cabling capable of being attached to the occupant's IT server/infrastructure;
 - provide the current and potential electrical and mechanical capacities. The building must have a grounded busbar.

- g. Attachment #7 – NIH Center for Information Technology Standards for the Installation of Information Technology Systems
- h. Attachment #8 –Office Fit Out Guidelines
- i. Attachment #9 – HHS Policy for Sustainable and High Performance Buildings

3. GSA Form 1364, Proposal to Lease Space.

4. GSA Form 1217, Lessor's Annual Cost Statement.

Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between LESSOR AND the GSA Tenant Representative Broker (expressed in either % or \$).

5. GSA Form 3517, General Clauses.

6. GSA Form 3518, Representatives and Certifications.

7. First generation printed plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.

- a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown, including, but not limited to, building exterior perimeter, sill edges, mullions, columns, core elements, layouts, with finished furring shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within fifteen (15) business days. See section 10.0 Special Requirements and Attachment #3 POR).
- b. Plans shall reflect corridors in place or the proposed corridor pattern for a typical full (single-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
- c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

8. While the offeror is expected to submit an offer for a fully serviced lease, the Government reserves the right to pay utilities directly to the service provider, if applicable. However, Offeror still may need to submit an hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph or high quality rendering, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.

11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.

13. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217 (July 94).

14. GSA will not conduct discussions nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including, but not limited to, a right of first offer or refusal. Offerors must certify, in writing, that no such option encumbers the space offered to GSA.

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

D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. Rate structure required from subparagraph B shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease, if applicable.
 - d. The annual amortized cost of the Tenant Improvement Allowance, if applicable. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvement Allowance shall be \$42.08 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
 - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.

1.9 BUILDING SHELL REQUIREMENTS (DEC 2007)

A. The Lessor's buildout 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 by the delivery date in section 1.7. 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 common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) 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.

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 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.
14. The building shell requirements shall include modifications incorporated into the contract documents for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) Certified level at a minimum and be certified by the USGBC (U.S. Green Building Council). The Lessor must coordinate any requirements to meet LEED®-CI Certified level for the building shell with the tenant improvements.

1.10 TENANT IMPROVEMENTS INCLUDED IN OFFER (MAR 2007)

- A. **The Tenant Improvements allowance shall be \$42.08 per ANSI/BOMA Office Area square foot.** The Tenant Improvements Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror, will be paid by Government in lump sum in conjunction with rent commencement or included as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvements Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.
- C. The project tenant improvements shall incorporate the necessary design parameters into the construction documents for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors). The Lessor must coordinate the requirements to meet LEED®-CI Certified level for the tenant improvements with the building shell requirements.

1.11 TENANT IMPROVEMENTS RENTAL ADJUSTMENT (MAR 2007)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.
 1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvements Allowance. The Government may use all or part of the Tenant Improvements Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
 2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvements Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvements Allowance, the payment of the Tenant Improvements Allowance by the Government will result in a decrease in the rent.
 3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvements requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
 4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.12 PLANS WITH OFFER (SEP 2000)

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on a high density-CD or DVD as approved by the Contracting Officer. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable and a sheet list index of plans. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown. Offeror plans shall include a deliverable as described in Section 10.1 if a test fit is required.

1. First to suitable historic properties within historic districts, a 10 percent price preference.
 2. If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable nonhistoric developed or undeveloped sites within historic districts.
 3. If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
 4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.
- E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:
1. First to suitable historic properties within historic districts, a 10 percent price preference.
 2. If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable nonhistoric developed or undeveloped sites within historic districts.
 3. If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
 4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.
- F. The Government will compute price evaluation preferences by reducing the price(s) of the offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful offeror and accepted by the Government.
- G. To qualify for a price evaluation preference, offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:
1. An historic property within an historic district.
 2. A non-historic developed or undeveloped site within an historic district.
 3. An historic property outside of an historic district.

1.17 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 2. required clauses,
 3. required certifications and representations,
 4. the pertinent provisions of the offer, and
 5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.18 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building

Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.

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

1.19 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 buildout) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

1.20 MODERNIZATION OF CURRENT LOCATION ALTERNATIVE

- A. The majority of this requirement is currently located at 6116, 6120 and 6130 Executive Boulevard, Rockville, MD (the "Executive Boulevard Properties"). Modernization of the Executive Boulevard Properties may be a potential solution for this procurement. A modernization of the Executive Boulevard Properties will be required to meet all of the requirements of this SFO, including the Occupancy Date requirements of Section 1.7. The SFO outlines a level of base building requirements and tenant improvements that will require all or portions of the building to be vacant from time to time during modernization. In addition, existing tenant improvements in Executive Boulevard Properties must be demolished and replaced with new tenant improvements in accordance with the Government's Program of Requirements and approved plans.
- B. During modernization, the Lessor(s) of the Executive Boulevard Properties will be responsible for providing and paying for swing space (temporary alternate space) equal in size to the amount of space vacated from time to time in the Executive Boulevard Properties ("Swing Space"). The Lessor(s) of Executive Boulevard Properties will also be responsible for maintaining minimum standards for all space in the Executive Boulevard Properties that remain occupied during the modernization, including, but not limited to, existing life safety and air quality standards outlined within this SFO. The proposed modernization plan and its implementation shall be accomplished with a minimum disruption and interference with the ongoing operations of the government.
- C. The main entrance to each block of the Swing Space must be located within one mile of an entrance to a Metrorail station that is located within three (3) Metrorail station stops of the White Flint Metrorail station. The Government will accept multiple blocks of Swing Space, as long as each block contains at least 150,000 rentable square feet. The Swing Space must have a space layout which allows NIH to function efficiently during modernization and must be built out to a "warm lit shell" consistent with the definition of such in Section 1.9 of this SFO as well as all other minimum requirements of this SFO. In addition, the Government will receive a fit-out allowance of \$30.00 per usable square foot for the Swing Space, which may be used for tenant improvements above the warm lit shell. All tenant improvements shall be in accordance with plans and specifications approved by the Government.
- D. The Government will pay rental on the Executive Boulevard Properties during modernization pursuant to the existing lease, but will not pay rent or amortization of the tenant improvement allowance in Paragraph C above for the Swing Space. The term of the new lease at the Executive Boulevard Properties would begin in phases in accordance with the provisions of this SFO as portions of the modernized space are accepted by the Government, provided that the composite occupancy date shall be no later than the occupancy date required in Section 1.7 of this SFO.

- E. A single group of NIH employees would be moved into the Swing Space for the entire modernization. As the modernization proceeds, the remaining NIH employees would be restacked into the modernized sections of the Executive Boulevard Properties. The Government shall be responsible for the cost of moving each NIH employee one time only. The Lessor shall be responsible for the cost of all moves, interim moves, and restacking in excess of one move per NIH employee. The Government will work with the Lessor(s) to develop a move plan and schedule that will not disrupt NIH operations. The Contracting Office will approve said schedule upon completion. The Lessor shall provide shuttle service between the Swing Space and the Executive Boulevard Properties building during the modernization.
- F. Specific Swing Space alternatives must be identified as part of the initial proposal. In addition, expressions of interest in leasing such Swing Space to the Offeror must be submitted as part of the initial proposal. If selected, control through ownership, lease or binding option – of such specific alternatives must be demonstrated within sixty (60) days after lease award. The incumbent Offeror must also submit a Modernization Plan with its initial proposal. The Modernization Plan shall demonstrate how the Offeror proposes to modernize the Executive Boulevard Properties in accordance with all of the requirements of this SFO, including the requirements set forth in this Section 1.20, with minimum disruption and interference with the ongoing operations of the NIH.
- G. Requirements of Modernization: the Executive Boulevard Properties must undergo a complete modernization to meet the requirements of this SFO. This must include a new building façade, new windows, and new mechanical and electrical systems. All security requirements outlined in Section 9.0 of this SFO must also be met.

2.0 AWARD FACTORS

2.1 SEISMIC SAFETY (FEB 2007)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:
1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
 2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE¹	Model Building Seismic Design Provisions		
	BOCA^{1s}	SBCCI^{1s}	UBC^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- ² Buildings on hillside sites shall not be considered Benchmark Buildings.
- ³ Flat Slab Buildings shall not be considered Benchmark Buildings.
- ⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- ⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- ⁶ Refers to the UBCB Section of the UBC.
- ^{1s} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- *
- ** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
 SBCCI Southern Building Code Congress International, *Standard Building Code*.
 UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:
 - a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
 - i. The leased space is less than 10,000 square feet and
 - ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
4. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

Subfactor (2) - Planning efficiency and flexibility:

The Government will consider, as part of the evaluation of this subfactor, overall planning efficiency. Planning efficiency and flexibility will include floor plate sizes, circulation factors, common area factors, rentable to usable square foot ratios, column spacing, column bay sizing, core configuration and placement, window mullion spacing, and other relevant indicia of planning efficiency and flexibility. The final evaluation will also consider test fits prepared by the offeror's architect of a floor certified by the offeror as a typical office floor and a blocking and stacking plan for the entire leased premises prepared by the offeror's architect.

Initial offers shall include solutions that offer effectiveness with more efficiency and more flexibility for layout and with flexibility for future reconfiguration by clearly indicating the floor plate sizes, circulation factors, common area factors, rentable to usable square foot ratios, column spacing, column bay sizing, core configuration and placement, window mullion spacing, and other relevant indicia. In addition, initial offers shall include CAD and BIM files, floor plans, and any other information showing planning efficiency and flexibility of the offered buildings.

Subfactor (3) - Access to natural light:

The Government will consider, as part of the evaluation of this subfactor, the percentage of usable space within 45' of a windowed perimeter. A higher rating will be given to buildings in which a greater percentage of usable space is located within the 45' of the windowed perimeter.

Initial offers shall include a calculation, along with supporting documentation, of the percentage of usable space located within 45' of the windowed perimeter.

Factor 2. Location

This factor considers the quality of the location of the offered facility(ies). In determining the quality of the location, consideration will be given to (1) proximity to NIH Campus, (2) proximity to public transportation, (3) proximity to a major highway, and (4) proximity to amenities. These subfactors are listed, in descending order of importance, as follows:

Subfactor (1) – Proximity to NIH Campus:

The Government will consider, as part of the evaluation of this subfactor, the location of the proposed facility in relationship to the NIH Bethesda Campus located at 9000 Rockville Pike Bethesda, MD 20892. The Agency prefers a location that maximizes the number of NIH employees who can access NIH's Bethesda Campus by driving via taxicab or automobile.

Initial offers shall include the approximate travel time from the main entrance of the offered facility (as existing or as proposed to be built), to the nearest point of vehicular access at NIH's Bethesda Campus via taxicab or automobile.

Subfactor (2) – Proximity to Public Transportation:

The Government will consider, as part of the evaluation of this subfactor, the location of existing public transportation facilities in relationship to the offered facility (as existing or proposed to be built). In addition to providing a convenient means of commuting to and from work for employees, access to public transportation is also important as it provides a useful method for employees to travel back and forth to other facilities during normal business hours.

Initial offers shall include the distance, in walkable linear feet (wlf) or mileage on existing paved roadways, from the building that is furthest away from the entrance of the offered facility to the nearest entrance of the public transportation facility.

Subfactor (3) – Proximity to a Major Highway:

The Government will consider, as part of the evaluation of this subfactor the ability to easily access the offered facility from a major highway. A major highway is defined as a roadway with limited or controlled access that carries high through traffic volumes between freeways, central business districts and other major traffic generators. Major highways provide a high level of traffic service and a low level of direct access to local development (Montgomery County Code 31.69.01.02).

Initial offers shall include the distance, in miles, from the main entrance of the building that is furthest away from the entrance of the offered facility to a major highway.

Subfactor (4) – Proximity to Amenities:

The Government will consider, as part of the evaluation of this subfactor, a minimum of adequate, existing eating facilities within one (1) mile and other employee services within two and one half (2.5) miles of the offered facility. Amenities will be considered to be "existing" if they currently exist or if the offeror can demonstrate to the reasonable satisfaction of the Government (i.e., through evidence of signed leases, construction contracts, etc.) that such amenities will exist by the Government's required occupancy date.

Offers will be more highly evaluated for amenities within the building or otherwise available within 2,000 walkable linear feet (wlf) on paved pedestrian walkways from the main entrance of the building that is furthest away from the offered facility to the entrance of the amenity. Offers will be evaluated for both the quantity and variety of the following amenities; childcare centers, fitness facilities, postal facilities, restaurants, fast food establishments, dry cleaners, banks and ATM's, convenience shops, card/gift shops, and drug stores. If possible, these amenities should be available during early morning and evening hours, as well as operating during a normal business day. The evaluation will consider all of the available amenities and the quantity, variety, hours and proximity of such amenities

Initial offers shall include a list of the amenities in the areas of the offered facility as well as the distance of the amenity, in walkable linear feet (wlf), measured from the main entrance of the building that is furthest away from the entrance of the offered facility

Factor 3. Site Parameters

This factor considers the layout/design of the exterior components of the offered facility. In determining the quality of the site, consideration will be given to (1) campus environment, (2) NCI Campus Image, (3) green space, and (4) pedestrian, bicycle and vehicular circulation. These subfactors are listed, in descending order of importance, as follows:

Subfactor (1) – Campus Environment

The Government will consider, as part of the evaluation of this subfactor, 1.) a single tenant campus that offers a safe, walkable/pedestrian-friendly environment 2.) a primary vehicular access and 3.) buildings that should be oriented to create a sense of place in a planned context affording numerous views and vistas of well landscaped open space areas.

The campus should comprise a balanced mix of green space, plantings, trees, flowers, and a plaza with an aesthetically pleasing hard surface material perhaps with a central feature, water or art element. Benches and outdoor seating should offer shaded and day-lighting options.

Initial offers shall include a description (i.e. narratives, plans, photographs, and/or maps) that highlight the requirements in this subsection.

Subfactor (2) – NCI Campus Image

The Government will consider, as part of the evaluation of this subfactor, 1.) a site entry monument sign, building signage, parking signage, walking paths, building entries, building directories, suite entry signage and department signage per the Government standards program; 2.) within the campus grounds, a minimum of 30% shading by landscape and; 3.) secure access to campus, parking, and buildings.

Initial offers shall include a plan for establishing directional or way-finding per the Government standards throughout the offered facility.

Subfactor (3) – Green Space

The Government will consider, as part of the evaluation of this subfactor, an area of green space to allow large outdoor gatherings for special occasions of approximately 15,000 square feet of flat lawn area. This area shall be equipped with appropriate lighting and power sources to facilitate corporate functions. Space that is easily accessible/proximate to offered buildings is preferred.

Lawns shall be maintained with sustainable methods that may include grey water sprinkler systems or rain water reclamation, holding and distribution with controls to sense dry or wet conditions.

Initial offers shall include a description (i.e. narratives, plans, photographs, and/or maps) that highlight the requirements in the aforementioned subsection.

Subfactor (4) – Pedestrian, Bicycle and Vehicular Circulation

The Government will consider, as part of the evaluation of this subfactor, a site in which truck access can be connected by a drive lane that accommodates a tractor with 55' trailer; a walkway to connect the visitor's parking lot to the main entrance of the offered facility; the main entrance of the offered facility shall be easily identified as such; walkways shall have a paved surface, handicapped accessibility, and adequate lighting for night access; access to the site will not be provided from the same access road such as would allow a single event or obstacle to cut off access to/from the site; bicycle paths with designated and available covered bicycle parking/storage areas. This area shall be proximate to the parking and/or building locations. There shall be an "all weather" bike path that allows two-way passing, and circuit trail riding back to the building rear entrance/bike storage locations.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per flush floor-mounted duplex electrical outlet.
3. The cost per flush wall-mounted duplex electrical outlet.
4. The cost per flush floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per flush wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per flush wall-dedicated clean electrical receptacle.
7. The cost per flush floor-dedicated clean electrical receptacle.
8. The cost per flush floor-mounted data / telephone outlet.
9. The cost per flush wall-mounted data / telephone outlet and pull string.
10. The cost per interior door with lockset.
11. The cost per interior stain grade solid core door including framing, hardware, and standard lockset with replaceable core.
12. The cost per square yard of broadloom carpet or carpet tile.
13. The cost per square foot for resilient flooring (floor tiles).
14. The cost per linear foot of slab-to-slab partitioning
 - i. STC 37
 - ii. STC 40
 - iii. STC 45
 - iv. STC 50
15. The cost of duct penetrations due to the slab-to-slab partitioning.
16. The cost for window coverings (blinds or drapes).
17. The cost per combined data, tel, fiber "poke through."
18. Lessor fees to be applied to sub-contractor pricing level. Lump sum fixed change order fee inclusive of General contractor and Lessor fees.
19. The cost per linear feet of sound lined duct.
20. The cost per sprinkler head installation.
21. The cost per smoke damper.
22. The cost per core drill, including any x-raying necessary.
23. The cost per fire alarm booster panel.
24. Cost per box of building standard acoustical ceiling tile,
25. Cost per linear foot of flooring material and/or cost per carpet tile building standard.

3.2 TENANT IMPROVEMENTS PRICING REQUIREMENTS (MAR 2007)

A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant Improvements.

B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to accept a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for overhead, profit, and architectural-engineering fees, permits, and regulatory fees for all Tenant Improvements. This will be negotiated and agreed upon prior to the award for the subject improvements (separate from lease award).

services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.

- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period of the lease term coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of tax decreases based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is ____ percent based upon an occupancy of ____ rentable square feet in a building of ____ rentable square feet. This percentage shall be subject to adjustments to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking area(s) occupied under this lease are ____.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the

Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.6 PERCENTAGE OF OCCUPANCY

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

3.7 OPERATING COSTS (NCR VARIATION (NOV 2001))

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water and 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 operating cost adjustments. The agreed-upon initial operating costs shall be stated on the SF-2 or other lease document.
- B. The amount of adjustment will be determined by multiplying the base rate operating costs by the percent of change in the Cost of Living Index. The percent of change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12 month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995 and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index (CPI) for wage earners and clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. The first 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 before the anniversary date of the lease. For example, a lease commencing in June of 2001 would use the index published for May of 2001 and that figure would be compared with the index published for May of 2002 to determine the percent change.
- D. Each successive adjustment shall use the percent difference between the prior year index figure and the current year index figure for the month before the next anniversary date of the lease. In the example used, the second adjustment would compare the CPI for May of 2002 with that of May of 2003 to determine the percent change. The percent change shall be applied to the escalated operating costs from the previous year. For example, if the initial operating costs were \$10,000 and the initial adjustment calculated under paragraph (C) above were \$250, then the operating costs to be used for the second adjustment calculation would be \$10,250.
- E. Payment will be by permanently adding 1/12 of the adjustment to the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due (for purposes of any interest due) on the first workday of the second month following the publication of the CPI for the month prior to the anniversary date (adjustment effective date).
- F. Change in base operating costs.
- (i) If a change in the operating costs occurs for such things as commencement of daytime cleaning or expansion of space (where the expansion space is rented at the same rate as the original space), annual adjustments shall be calculated separately on the increase/decrease in operating costs. However, such adjustment shall be effective only after the increased costs have been in effect for at least one year. **Therefore, for expansions not occurring on the anniversary date of the lease, the adjustment shall be due and payable on the anniversary date of the lease following the first anniversary date of the expansion.** The first rent adjustment for the increase in base operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in base operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For subsequent adjustments, the increase in the base operating costs shall be added to the other escalated base operating costs and only one calculation shall be made.
- (ii) In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the base operating costs shall be reestablished in the Supplemental Lease Agreement to take the additional space. The new base operating costs shall be a prorated blend of the escalated original base operating costs and the base operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified in paragraph (D) above, and operating cost rental adjustments shall continue to be made on the anniversary date of the lease.
- H. In the event of a decrease in the CPI Cost of Living Index occurring during the term of 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 the rent provided under this paragraph.
- I. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

3.17 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

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

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed general construction contractor for the base building, 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.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority for existing buildings or synopsis of proposed method for obtaining permits and meeting zoning laws shall be provided in build-to-suit conditions.
5. Evidence of ownership or control of site.

B. AFTER AWARD: (see Attachment #2)

1. Within ten (10) working days after award, the Government shall provide Lessor with a Program of Requirements (POR) in sufficient detail for Lessor to perform Design Intent Drawings (DIDs).
2. Within forty (40) days after award, the successful Offeror shall provide to the Contracting Officer evidence of:
 - a. A firm commitment of funds in an amount sufficient to perform the work.
 - b. Award of a base building construction contract with a firm completion date as required in Section 1.7.
3. Within sixty (60) days after award, the successful offeror shall provide to the Contracting Officer evidence of a request for a base building permit covering base building construction.

3.18 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MAR 2007)

A. The design drawings and 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 the following phases with each having a deliverable, government review and comment periods, and cure timeframes. These phases are: 1) POR update by Tenant agency within ___ working days after award. 2) Lessor's architect shall generate concept drawings (space plans) according to the POR provided (15% deliverable). The Government shall review and comment. The Lessor's architect shall cure changes. 3) Lessor's architect shall generate Design Intent Drawings (DIDs-35% deliverable). The Government shall review and comment. The Lessor's architect shall cure changes. 4) Lessor's architect shall generate Design Development Drawings (DD-65% deliverable). The Government shall review and comment. The Lessor's architect shall cure changes. 5) Lessor's architect shall generate construction documents (CDs-95% deliverable). The Government shall review and comment. The Lessor's architect shall cure changes. For each of these phases the Lessor will have ___ working days to accept Government comments for incorporation into the next submission or give written comments as to why not. The Lessor shall be required to meet and discuss with the Government for those comments not accepted. In addition, if the Government determines the Design Drawings are incomplete and rejects, the Lessor shall make modifications and resubmit for Government review and comment with no additional cost to the Government (CDs-100% deliverable for bid, permit, tenant acceptance) 6) the TI cost submittal, review, approval and Notice to Proceed process; 7) the Lessor's construction of the subject leased area; and 8) the Government's acceptance of the Lessor's construction 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 TI cost submittal, review, approval and Notice to Proceed 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 working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the 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 Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. CONCEPT DRAWINGS (SPACE PLANS):

1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, concept plans that meet both program and code requirements with initial design concepts. The concept plans shall be delivered within ___ working days of receipt of updated program of requirements from tenant. These plans shall show partition as two lines, with doors and door swings, with millwork, sinks and other plumbing fixtures, furniture and equipment. The lessor's architect shall present the plans and any deviations from the POR or items out of keeping with the tenant's

comments. Concurrent with this phase, offeror shall present site plans, concept drawings, rendering or photographs and other materials necessary to demonstrate that the campus design meets the SFO requirements in accordance with Section 10.2.

2. Review. The Government retains the right to review, accept, and request modifications (if necessary) to the Lessor's concept drawings and campus presentation drawings prior to the Lessor's commencement of design intent drawings. The Government's review and acceptance 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 space plan drawings within fifteen (15) working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's space plan drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have ____ working days to cure all noted defects before returning the concept drawings to the Government for a subsequent review. Upon approval of the concept drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence Design Intent Drawings for the space.

C. 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 that include enough information to prepare construction documents 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) three options for all finish/color/signage directions for agency review and selection. Design intent drawings shall be due from the Lessor within ____ working days from award. Concurrent with this phase, offeror shall present updated site plans, concept drawings, rendering or photographs and other materials necessary to demonstrate that the campus design meets the SFO requirements and agency comments. Lessor shall provide ten (10) sets of DID's to the Government. (see Section 10.0 Special Requirements for additional information.)
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 construction documents. 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 ten (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 ____ 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 construction documents 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 ____ working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

D. DESIGN DEVELOPMENT DRAWINGS:

1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval a design presentation and Design Development drawings. These drawings shall include design floor plans, reflected ceiling plans and associated lighting selections, refined finishes, signage selections, high quality rendered perspectives of special spaces including reception areas, lobbies, pantries, conference rooms, and cut sheets of fixtures or equipment proposed. Refined equipment lists and specifications necessary for calculation of electrical and HVAC loads. These drawings shall convey the developed design for the Government's review and approval. Design development drawings shall be due from the Lessor within ____ working days from award. Three (3) sets of loose final finish samples and (1) set of boards shall be provided to the Contracting Officer.
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 construction documents. 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 development drawings within ten (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 ____ working days to cure all noted defects before returning the design development drawings to the Government for a subsequent review. Upon approval of the design development drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence construction documents 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 development drawings. This budget proposal shall be completed within ____ working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

E. CONSTRUCTION DOCUMENTS:

1. The Lessor shall prepare, out of the Tenant Improvement Allowance, final construction documents for the improvements illustrated on the Government-approved design development drawings. The construction documents shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements (including kitchen, security, tele/communication, audio/visual and other consultants in keeping with the POR), scheduled for inclusion into the Government-demised area. Construction documents 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 development drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's construction documents shall be due to the Government within ____ working days of the Government's approval of

the design intent drawings. Construction documents shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others; and 3) documentation of the final design shall be developed using Revit software for architectural, structural and MEP at a minimum. Lessor shall permit and price based on final construction drawings as approved by Government.

F. REVIEW OF CONSTRUCTION DOCUMENTS:

The Government retains the right to review and request modifications (if necessary) to the Lessor's construction documents prior to the Lessor's solicitation for bid, permit, and commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design development drawings. The Government shall perform all reviews of construction documents within ten (10) 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 ____ working days to cure all noted defects. Upon completion of noted defects, the Lessor may issue for bid and permit at their discretion. This is the 100% completion set which shall be delivered for Government review and acceptance as they pertain to conformance of the construction documents with the tenant comments. If additional corrections are found to be necessary for compliance with SFO requirements, permit, or coordination of vendors/trades the Lessor shall make these corrections at their expense. 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 development drawings. Upon acceptance by the Government, the Lessor shall obtain pricing for the tenant improvements.

G. TENANT IMPROVEMENTS PRICE PROPOSAL:

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

H. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed construction documents and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within ____ 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 ____ working 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, audio visual, security, furniture, demountable walls, and equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

I. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1. The date of commencement of the work will be set forth in a notice to proceed issued by the Owner in writing which notice may have been issued to authorize mobilization prior to the execution of this agreement (in either event, the "Notice to Proceed").
2. Contractor shall complete each portion of the work not later than the dates set forth in the construction schedule provided by the offeror.
3. The terms "Substantially Complete" and "Substantial Completion" shall mean the date certified by Lessor and Government (which certification and approval shall not be unreasonably withheld) when: (a) the facility and all other things necessary for Government's access to the work and occupancy, possession, use and enjoyment thereof which are required to be provided by the Contract Documents have been completed, obtained or installed (and certified to be thus by the architect) in conformance with the terms and provisions of the contract documents, as modified by change orders approved in writing in accordance with the provisions of the Contract Documents, excepting only such minor matters as do not materially interfere with or materially diminish Government's continuous, uninterrupted access, occupancy, possession, use or enjoyment of the work (b) a certificate of occupancy (which may be a temporary certificate of occupancy) has been obtained to permit occupancy of the entire work and (c) Owner and Government have accepted the foregoing facility as Substantially Complete, with such acceptance to be based upon the certification of the Architect unless Government in good faith and in writing provide Lessor with a reasonably detailed statement of why such certification by the Architect is in error. To achieve Substantial Completion, Contractor shall satisfy, among other requirements, and not limited to the following:
 - a. all interior finishes including, but not limited to, paint, tile and flooring has been completed throughout entire project
 - b. heating, air conditioning and ventilation systems have been installed and are in operation condition.
 - c. interior drywall partitions, doors, frames, hardware, ceilings and lighting are complete throughout the entire facility.
 - d. all mechanical, electrical, plumbing and life-safety systems are operational and accepted by the Government.
 - e. vertical transportation and conveying systems have been tested and are fully operational.
 - f. all security systems shall be operational and accepted by the Government.
 - g. the building envelop is secure and weather tight
 - h. emergency power systems are operational
 - i. all building commissioning is complete and accepted by the Government.
 - j. all final roadways, parking and site utility work is complete and accepted by the Government.
 - k. all rubbish has been removed.

- l. any unfinished work shall consist of only minor items or work, and all materials or equipment needed to complete such unfinished work are immediately available to contractor; and
- m. The Contractor's cleaning of the Project site at Substantial Completion of the work shall also include, without limitation, leaving all floors polished, vacuuming all carpets and soft areas, cleaning all interior surfaces (including but not limited to all glass, windows and light fixtures) removing all temporary barriers, tags, labels and markings, cleaning all finishes, leaving all surfaces free of dust, films or other foreign substances, and removing all debris from any portion of the Project site, whether or not exposed.
- n. the existence of any unfinished work does not preclude the continuous, uninterrupted beneficial use by Government and the completion of such unfinished work will not interrupt or disrupt Government's normal business and research operations.

J. PRELIMINARY PUNCHLIST:

____ working days prior to the anticipated date of Substantial Completion (the "Substantial Completion Date"), Government and Lessor, will develop and agree upon a Preliminary Punchlist (hereinafter defined). "Substantial Completion" shall have the meaning set forth in the Government lease. "Preliminary Punchlist" means the list(s) of items which remain to be completed with respect to all or any agreed portion of the New Facility. The Preliminary Punchlist(s) shall be prepared by the Government and Lessor shall be reviewed and commented upon by Government and Lessor. The final Preliminary Punchlist shall be subject to written approval by Lessor and Government. If requested, the Punchlist will be revised and resubmitted until approved by Lessor and Government, each resubmission to be no more than ____ working days after such (or in the event that modifications reasonably cannot be made within ____ working days and if Development Manger shall so notify Lessor and Government in writing within such initial ____ working day period, then within ____ working days after such rejection.

K. SUBSTANTIAL COMPLETION:

- 1. Lessor shall cause the new Facility to be Substantially Complete on or before the date set forth therefore in the Project Schedule, as the Project Schedule may be extended pursuant to the terms of the Government lease. Lessor shall give Government at least ____ working days notice to the Substantial Completion Date. Government will then have ten (10) working days per floor, per building from the effective date of such notice to inspect the New Facility to determine whether it is Substantially Complete.
- 2. Substantially completed space will be accepted by the Government subject to the completion of minor punchlist 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.

L. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

- 1. After determining that the New Facility is Substantially Complete and contains the approximate rentable square feet as required by the Lease, Government will accept the Facility within ten (10) working days.
- 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 and shall provide remedy, if required, to the offered space so that it meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

M. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the SF-2.

N. LEASE COMMENCEMENT:

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

3.19 PROGRESS REPORTS (SEP 2000)

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of every ten (10) working days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

3.20 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.

incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY (SEP 2000)

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

4.8 FLOOR PLANS AFTER OCCUPANCY

Within thirty (30) days after occupancy, (3) three as built printed drawings and electronic disk or DVD (live not read only) scaled at 1/8" = 1'-0" or at the scale printed for construction purposes, showing the space under lease as well as corridors, stairways and core areas, shall be provided to the Contracting Officer. Should changes be made to these drawings, a copy will be returned to the Lessor within thirty (30) days.

4.9. CAD AS-BUILT FLOOR PLANS (NCR VARIATION (AUG 2002))

A. Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, the Lessor shall provide another set of plans to replace the defective set. After acceptance of the plans, any additional plans will be at the cost of the Government. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADdeliverables_6.pdf. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

B. The Lessor shall be responsible to maintain CAD as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

4.10. FLOORS AND FLOOR LOAD (SEP 2000)

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. Underfloor 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 which shall not exceed 25% of the floorplate shall have a minimum live load capacity of 125 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.

4.11. EXITS AND ACCESS (DEC 2007)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

4.12. WINDOWS (NCR VARIATION (AUG 2002))

A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash.

B. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.13. ACCESSIBILITY (FEB 2007)

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

4.14. LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided.

5.6 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.

5.7 CEILINGS (SEP 2000)

- A. In office areas above the first floor, ceilings shall be at least 9 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid. In special purpose areas, the ceiling height should be appropriate for the use outlined in the POR.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral or fiberglass or lay in panels with smooth, textured or patterned surface fine lined 5/8" ceiling suspension system with tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content or provide improved life cycle cost, longevity, or performance in durability or air quality.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

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

B. TENANT IMPROVEMENT INFORMATION:

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

5.11 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. All doors shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss latex based paint finish or shall be clear finish on aluminum frames. .

5.12 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss latex based paint with no formaldehyde.

5.13 DOORS: HARDWARE (DEC 2007)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

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

5.14 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

C. See section 10 for requirements for building exterior identity and wayfinding from parking areas to building entries.

5.15 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.

5.16 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.17 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to

provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.
4. Interior office partitions may be tenant purchased and installed demountable partitions. Locations shall be space planned, documented and coordinated in the tenant drawings by offeror's architect and engineers.

5.18 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or porcelain tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer with appropriate coefficient ratings for slip resistance for dry or wet conditions.

B. CARPET – REPAIR OR REPLACEMENT:

1. Carpet shall be replaced in the common areas every five (5) years at Lessor's expense. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

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

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

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

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

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

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.

3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or porcelain tile with appropriate coefficient ratings for slip resistance for dry or wet conditions.

E. INSTALLATION:

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

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of three (3) different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.22 WINDOW COVERINGS (SEP 2000)

A. BUILDING SHELL

Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Base Building. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer. If the window blinds sustain damage due to normal wear and tear, the blinds will be replaced by the Lessor. If the window blinds are damaged by other than normal wear and tear, the window blinds will be replaced by the Government.

B. TENANT IMPROVEMENT INFORMATION (Draperies)

1. Window shading may be required for conference or other visually private areas.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.
 - c. Use of existing draperies must be approved by the Contracting Officer.

5.23 BUILDING DIRECTORY, SIGNAGE AND WAYFINDING (SEP 2000)

BUILDING SHELL:

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

TENANT IMPROVEMENT INFORMATION:

Directional or way-finding shall be designed and provided by the offeror and shall include, but not be limited to, site entry monument sign, building signage, parking signage, walking paths, and building entries per NCI logo standards (see attachment #3 POR). All interior graphics and signage will be provided and installed in coordination with the tenant improvements.

5.24 FLAG POLE (SEP 2000)

A. BUILDING SHELL:

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

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (DEC 2007)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

B. SYSTEMS COMMISSIONING:

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

6.2 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).

6.3 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following equipment:

- a. a mirror above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

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

6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. Toilet rooms required per the uses in the POR will be provided at the lessor's expense as part of the base building.
2. 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 fifty (50) percent men and fifty (50) percent women.
3. 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.

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

6.5 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).

6.6 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 unless otherwise required by the Government, 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. The base building shell ductwork shall not contain interior duct liners. All insulation for ductwork shall be exterior to the duct as required.
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.

6.7 VENTILATION (NCR VARIATION (AUG 2002))

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality* unless otherwise required by Government. Where ASHRAE Standard 62 and local codes conflict, the more stringent shall apply.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 1. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 2. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

6.8 VENTILATION: TOILET ROOMS (DEC 1993)

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

6.9 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other

6.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

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

6.14 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

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

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

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

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

Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. **CORRECTIVE ACTION PROGRAM:**

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

D. **TESTING PROCEDURES:**

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

8.9 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.

8.10 HAZARDOUS MATERIALS (OCT 1996)

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

8.11 RECYCLING (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.

8.12 OCCUPANT EMERGENCY PLANS (NOV 2005)

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

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

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

9.3 ACCESS TO UTILITY AREAS (NOV 2005)

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

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

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

9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

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

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

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

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

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

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

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

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

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

9.10 BUILDING SECURITY PLAN (NOV 2005)

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

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

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

9.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government leased 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 by the Lessor 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.

D. 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 Form 176 Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

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

A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.

B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies,

entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

9.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

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

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

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

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

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

9.17 ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

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

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

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

9.19 ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)

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.

9.20 ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)

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.

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

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

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

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

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

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

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

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

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

1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.

G. ID System and Procedures for Authorized Parking: TENANT IMPROVEMENT

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

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

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

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

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

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

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

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

9.32 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.

9.33 SECURITY DESIGN CRITERIA (NOV 2005)

A. Security Design Criteria:

The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov.

9.34 SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a setback distance of fifty (50) feet as specified from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

9.35 SECURITY DESIGN CRITERIA: FACADE PROTECTION (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a facade protection level of IV as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software. This must be coordinated with the base building construction.

9.36 SECURITY DESIGN CRITERIA: SHATTER-RESISTANT WINDOWS (BUILDING SHELL) (NOV 2005)

In Government-occupied space, window systems shall be certified by a licensed professional engineer as conforming to a minimum glazing performance condition of 3B for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

9.37 SECURITY DESIGN CRITERIA: HVAC (BUILDING SHELL) (NOV 2005)

Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

9.38 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.

10.0 SPECIAL REQUIREMENTS

10.1. SPECIAL REQUIREMENT 1: DESIGN REVIEW

Offeror shall provide test-fits for each building being offered. The plans shall demonstrate building efficiency by providing interior floor plans at 1/8" =1'-0" scale, with two-line interior partitions, doors and office designation and sizes. Workstations shall be shown with panel thickness and counter-tops along with apparent location of access to station. Please use with the following outline criteria: If the offeror is required to provide test fits in accordance with Section 1.1(c) of this SFO, the following conditions must be met:

- A. General Space
 - 1. Personnel –If required, plans provided by offeror shall show test-fits/space plans according to the POR for the group provided, (department – Division of Cancer Epidemiology Genetics (DCEG) attached).
 - 2. Common area such as conference rooms, pantries, copy/supply rooms, work rooms, file rooms, etc shall make up the balance of the usable area per floor as a percentage and shall be provided with the full POR. A list of requirements is provided as a guide but will need to be adjusted based on each building's floor plate size. (See common area POR attached)
- B. Submission deliverables – the offeror may be required to provide:
 - 1. Blocking and stacking plan for the entire POR showing the departments delineated in the POR summary sheet provided.
 - 2. The offeror must provide printed drawings and electronic CAD files in the latest release of AutoCAD of base building and interior layouts prepared with a computer aided design system. *In addition to all CAD requirements discussed earlier in this SFO, the final design shall also be developed and documented using the BIM system, Revit.*
 - 3. Drawings and images, whether photos or high quality graphic renderings to convey the site, buildings, layouts and level of quality in keeping with a Class A office building and/or campus.

Schedule(s)-proposed by Offeror demonstrating how the site, and campus buildings and interior fit-out shall be designed, permitted and delivered in keeping with the schedule parameters in Section 3.18 of this SFO.

10.2. SPECIAL REQUIREMENT 2: ARCHITECTURAL FEATURES

- A. Space Flexibility – The agency requires flexible office space to allow ease of reconfiguration of demountable office partitions, which will encompass a majority of the office space. HVAC, electrical connections, lighting, switching, thermostats and other devices shall be designed such that reconfiguration of partitions may be performed by agency facilities staff, without specialized contractors. A reinforced ceiling grid shall be provided to support this demountable partition requirement.
- B. One dedicated covered loading dock shall be provided for each building with ability to handle tractor trailer deliveries and turn around. Loading dock level shall be required.
- C. The buildings shall provide minimum floor to underside of slab heights of 12'-0" clear to structure with minimum finished ceiling heights of 9'-0" above finished floor.
- D. The complex must provide two full floor plates (approximately 60,000 SF), that are designated as 24-hour operations requiring, 24/7 HVAC and critical systems (including power, lighting and plumbing) for those two floors. Conference rooms on these floors shall have additional power and tele/data outlets to accommodate a high density of personnel and equipment for situational events. These floors shall also require a pantry kitchen with an oven, a stacked clothes washer and dryer and associated exhaust venting.

10.3. SPECIAL REQUIREMENT 3: ELECTRICAL REQUIREMENTS

- A. General Power
 - i. Electrical Rooms – Locate electrical distribution rooms within the core areas of the facility and shall be stacked vertically. Provide adequate numbers of electrical rooms such that no electrical room serves more than 15,000 sq. ft. Provide ventilation and/or cooling. The electrical engineer shall determine Final size of electrical room during the final design.
 - ii. Electrical wiring – At the Government's expense, the Lessor will provide all wiring ceiling in rigid metal (EMT) or flexible conduit. The design shall allow for the most flexibility possible, with attention to minimizing future work required for moves, adds, and changes.
 - iii. 'Green' and innovative design principles are encouraged and shall be considered if all critical items are supported.
- B. Emergency/Standby Power
 - i. Provide the emergency system with a low-voltage, three phase, four wire diesel generator(s) and paralleling/or distribution emergency switchgear that shall support the critical electrical loads
 - 1. The electrical engineer shall determine the final sizing of the generator(s) during the design phase.
 - 2. Provide each generator with a day-tank, critical type muffler, and sound and weather proof enclosure, as required. Provide power transfer controlled by solid state digital control or 4 pole automatic transfer switch.
 - 3. Provide capacity for emergency generators to run fully loaded for 3 days without fuel delivery.

4. The Lessor shall provide a detailed sequence of operation to the National Cancer Institute (NCI) for approval.
 5. *'Green' and innovative design principles are encouraged and shall be considered if all critical items are supported.*
- ii. Size the generator(s) set for 110% of the design load for the NCI critical load. These loads include but are not limited to the data center, and the loads supporting the 24-hour operations (all mechanical, electrical, plumbing loads for approximately 60,000 SF of spare or two floors whichever is larger).
 - iii. Refer to the data center requirements section for additional sizing requirements.
- C. Uninterruptible Power System (UPS) - The Lessor shall provide 1- 208V/120-Volt panel board fed from the NCI UPS system for every other floor. The panel board shall provide a minimum of 100A-42 pole, 3 phase, 4 wire. Final sizing of the panel board shall be completed by the design engineer of record during the design phase.
- i. Provide a minimum of 100 A 42 Pole 3 phase 4 wire panel connected to the UPS to support the 24-hour operations.
 - ii. Refer to the data center requirements section for additional information.

10.4. SPECIAL REQUIREMENT 4: DATA CENTER AND DISTRIBUTION DATA ROOM REQUIREMENTS

- A. Architectural Requirements
- i. Provide a minimum of two (2) 4000 square foot Data Center spaces
 1. Telecommunications Industry Association (TIA)-942 shall be incorporated herein by reference as a design standard.
 2. Each space shall accommodate up to 90 Standard 24"W x 42"D x 80" H server enclosures, associated power distribution, UPS, and cooling systems (APC Infrastructure Enclosures are basis of design).
 3. The room shall be flexible enough to support a minimum 18" raised access floor up to a maximum of 24" raised access floor, Provide 10'-0" minimum from top of raised access floor to lowest obstruction.
 4. Data Centers shall not be co-located and shall not be on same primary or emergency power source.
 5. Provide a minimum of a 2-hour fire separation between the room and the rest of the building.
 6. Provide 2,500 sf of bulk data center storage. The storage shall be conditioned.
 - ii. Provide a minimum of one 80 square foot data distribution closet per building core per floor.
- B. Mechanical Requirements
- i. In each building, provide a means for cooling local floor network / communications rooms on each floor. This system shall provide cooling 24 hours per day, seven days a week all through the year, the cost of which will be paid by the Government in lump sum for the defined number of units operating on a 24/7 basis. Connect the cooling system to emergency electrical power.
 - ii. The computer and server rooms are not co-located in one of the campus buildings. The cooling for the local floor network / communication rooms may be included in this system. For the computer and server rooms, provide cooling to support up to 9 kw per rack each server room. Provide redundancy as follows:
 1. Redundancy
 2. Cooling towers cell (N+1)
 3. Chillers (N+1)
 4. Condenser water pumps (N+1)
 5. Primary chilled water pumps (N+1)
 6. As required, secondary chilled water pumps (N+1)
 7. Computer Room Air Conditioning Units (N+50%)
 8. Provide an option for water storage for cooling tower makeup and chiller startup. Provide 15 min. of back up chilled water at full load.
 - iii. The system shall operate 24 hours per day, seven days a week all through the year.
- C. Electrical Requirements
- i. The electrical system shall be designed to meet a minimum of the Uptime Institute Tier III facility requirements
 - ii. The server rooms shall be provided with an interconnection between each other to allow for each building to support the other building's load during maintenance.
 - iii. Provide UPS and Generator capacity to support the data center at 9kw per cabinet electrical load. In addition the UPS and generator shall support the load for one distribution closet per floor and the spaces supporting the 24-hour operations.
 - iv. Provide appropriate number of Power Distribution Unit (PDU) systems to support dual power corded servers in each rack. Each system side A/B shall be supplied utilizing a different UPS/PDU.
 - v. Provide the following redundancies for the electrical systems:
 1. UPS System 2N
 2. Generator System N+1
 - vi. Provide UPS with a minimum of 10 minutes of battery backup
 - vii. Provide UPS and generator power capable of supporting the distribution data closets at 60 w/sf.
- D. Expansion Requirements
- Provide the infrastructure to expand the entire system including but not limited to UPS, Generators, Switchgear, PDU's and cooling systems to support expansion of the server rooms to 15kW per cabinet without taking the critical load off line or major infrastructure overall.

10.5. SPECIAL REQUIREMENT 5: SUSTAINABLE REQUIREMENTS

- A. Offeror shall provide LEED CS (Core and Shell) Silver certification for the Base Building and LEED CI Silver Certification (Commercial Interiors) for the Tenant space.
- B. The following LEED-NC 2.2 credits are required as part of this project.
 - i. SS-8.1 Light Pollution Reduction
 - ii. WE-1.1 Water Efficient Landscaping
 - iii. WE-2 Innovative Wastewater Technologies
 - iv. WE-3.1 Water Use Reduction, 20% Reduction
 - v. EA-1 Optimize Energy Performance (minimum 2 credits goal 4 credits)
 - vi. EA-3 Enhanced Commissioning
 - vii. EQ-1 Outdoor Air delivery Monitoring
 - viii. EQ-2 Increased Ventilation
 - ix. IP-2 LEED Accredited Professional

In the event the building is certified under LEED CI or LEED CS, the intent is for the required credits listed above to be included in the other certification processes.

10.6. SPECIAL REQUIREMENT 6: FREIGHT ELEVATOR UPGRADE

- A. Lessor shall provide one (1) 3,500 pound capacity freight (service) elevator, approximately 6'-0" x 8'-6" cab with higher optional interior cab height of approximately 9'-7" with removable ceiling element capability per building. Where in conflict with code, offeror shall provide the more stringent requirement.

10.7. SPECIAL REQUIREMENT 7: BUILDING INFORMATION MODELING (BIM)

- A. The building data will be provided to the Contracting Officer within forty (40) working days of the conclusion of the project in a Building Information Modeling (BIM) format. The cost of which will be at the Government's expense. Use Autodesk Revit software to create the model. As a minimum the modeled building shall show the space under lease, as well as corridors, stairways, and core areas. In addition to the BIM model, provide traditional construction drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. The building model shall have been generated and updated in Revit to reflect field conditions or changes of the built space. As a minimum the model shall include the following information:
 - a. Physical data
 - b. Material characteristics
 - c. Scheduled equipment product data as amended by actual installed product data
 - d. Construction specifications
- B. Deliver to the Contracting Officer, three DVDs of the electronic files and three sets of full printed drawings of Architectural, structural, MEP within 15 business days of project completion. Additionally, provide other specialty drawings; such as, security, audio/visual, kitchen equipment in paper prints shall also be provided. They shall be labeled with building name, address, and list of drawing, date of the drawing, and Lessor's architect and phone number.



**Amendment Number 1
to Solicitation For Offers No. 08-008**

*Effective April 7, 2008, please be advised that the following sections of **Solicitation for Offers No. 08-008** are hereby amended as follows:*

Section 1.3(B) of the SFO is deleted in its entirety and is replaced with:

1.3 LOCATION: OUTSIDE CITY CENTER (DEC 2007)

B. PARKING:

The offered space must have a minimum of 1,900 dedicated parking spaces available on site or adjacent to the buildings. This parking requirement will not be included within this Lease, but will be contracted separately by the Tenant Agency. Bid packages should include a separate parking proposal.

Section 1.6 of the SFO is deleted in its entirety and is replaced with:

1.6 OFFER DUE DATE

Offers are due by noon April 28, 2008 and shall remain open until lease award.

Section 2.3 Factor 3. Site Parameters of the SFO is deleted in its entirety and is replaced with:

2.3 AWARD FACTORS

Factor 3. Site Parameters

Subfactor (3) – Green Space

The Government will consider, as part of the evaluation of this subfactor, an area of green space to allow large outdoor gatherings for special occasions of approximately 15,000 square feet of flat lawn area. Space that is easily accessible/proximate to offered buildings is preferred.

Lawns shall be maintained with sustainable methods that may include grey water sprinkler systems or rain water reclamation, holding and distribution with controls to sense dry or wet conditions.

Initial offers shall include a description (i.e. narratives, plans, photographs, and/or maps) that highlight the requirements in the aforementioned subsection.

Section 3.13 of the SFO is deleted in its entirety and is replaced with:

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



**Amendment Number 2
to Solicitation For Offers No. 08-008**

Effective June 18, 2008, please be advised that the following sections of **Solicitation for Offers No. 08-008** are hereby amended as follows:

The following paragraph is added to Section 1.9 of the SFO:

1.9 BUILDING SHELL REQUIREMENTS (DEC 2007)

- 15. Demolition. All required demolition is at the Lessor's expense and offers should be priced accordingly. Notwithstanding § 1.11(A)(4), any offeror proposing an existing building with existing tenant improvements must assume that all existing improvements must be demolished in order to provide for the Government's new POR.

Paragraphs A and G in Section 1.20 are deleted and replaced with the following paragraphs:

1.20 MODERNIZATION OF CURRENT LOCATION ALTERNATIVE

- A. In addition, all required demolition will be at the Executive Boulevard Properties expense and its offer should be priced accordingly. Notwithstanding § 1.11(A)(4), since the Executive Boulevard Properties will be proposing to offer an existing building with existing tenant improvements, the Executive Boulevard Properties must assume that all existing tenant improvements must be demolished in order to provide the Government's new POR.
- G. Requirements of Modernization: the Executive Boulevard Properties must meet all of the requirements of the SFO, including all security requirements outlined in Section 9.0 of this SFO.

All the terms and conditions contained herein shall prevail throughout the term of the lease.

I hereby acknowledge receipt of Amendment No. 2 to SFO No. 08-008 and accept all terms and conditions of SFO No. 08-008.

Offeror's Name Printed/Typed

Offeror's Signature

Date

Mary Hewson
Contracting Officer
General Services Administration
Metropolitan Service Center
1099 14th Street, NW, Suite 200
Washington, DC 20005



**Amendment Number 3
to Solicitation For Offers No. 08-008**

*Effective September 16, 2008, please be advised that the following sections of **Solicitation for Offers No. 08-008** are hereby amended as follows:*

Paragraph E is inserted in Section 1.4:

1.4 UNIQUE REQUIREMENTS (DEC 2007)

- E. Projects of 10,000 RSF and above must meet the requirements of LEED®-NC (Leadership in Energy and Environmental Design for New Construction) Silver level (minimum). 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.

Paragraph B-15 and Paragraph B-16 are inserted in Section 1.8.:

1.8 HOW TO OFFER

- 15. For projects 10,000 RSF and above, a LEED®-NC scorecard documenting the proposed credits to be achieved is required to be submitted. The total points achieved must meet or exceed 33 and all prerequisite requirements must be met. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the points proposed on the scorecard will be achieved.
 - a. From the following 7 LEED® credits, 8 points must be achieved on the project:
 - i. Water Efficiency: Credit 1.1 Water Use Reduction 50%
 - ii. Energy & Atmosphere: Credit 3 Enhanced Commissioning
 - iii. Energy & Atmosphere: Credit 1 Optimize Energy Performance—Must achieve 2 points
 - iv. Materials and Resources: Credit 5.2 Regional Materials, 20% Manufactured Regionally
 - v. Indoor Environmental Quality: Credit 2 Increased Ventilation
 - vi. Indoor Environmental Quality: Credit 3.2 Construction IAQ Management Plan, Before Occupancy
 - vii. Innovation & Design: Credit 2 LEED® Accredited Professional
 - b. The Lessor must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.
 - c. Submittal Requirement:

Offeror's Name Printed/Typed

Offeror's Signature

Date

Mary Hewson
Contracting Officer
General Services Administration
Metropolitan Service Center
1099 14th Street, NW, Suite 200
Washington, DC 20005

All the terms and conditions contained herein shall prevail throughout the term of the lease.

I hereby acknowledge receipt of Amendment No. 4 to SFO No. 08-008 and accept all terms and conditions of SFO No. 08-008.

Offeror's Name Printed/Typed

Offeror's Signature

Date

Mary Hewson
Contracting Officer
General Services Administration
Metropolitan Service Center
1099 14th Street, NW, Suite 200
Washington, DC 20005

