

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

525



FROM: Economic Development Agency

SUBMITTAL DATE:

April 8, 2010

SUBJECT: New Revenue Lease Agreement

RECOMMENDED MOTION: That the Board of Supervisors approve the attached New Revenue Lease Agreement and authorize the Chairman to execute the same on behalf of the County.

BACKGROUND: On August 24, 2009, the Federal General Services Administration issued a Solicitation for Offers (SFO) Number 8CA2599 to obtain lease proposals from area landlords for approximately 16,000 rentable square feet of office space in the downtown Riverside area. The SFO disclosed that the space was to be occupied by the United States Attorney offices. The County's Economic Development Agency responded to the SFO and submitted a lease proposal for approximately 16,578 square feet of rentable office space located in the County owned Riverside Center, a 155,000 square foot class A office building in downtown Riverside. On March 22, 2010, the Federal General Services Administration notified the Economic Development Agency, that the County was awarded the deal.

(Continued) Reviewed by

 Christopher Hans

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,388,410	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: Revenue Lease-Rental Income from the Federal Government	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

 BY: Jennifer Sargent
 County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: 4/1/10
 SUSANA GARCIA-BOCANEGRA
 COUNTY CLERK
 DATE: 4/1/10
 FORM APPROVED COUNTY COUNSEL
 BY: Cynthia M. Gunzel 3/23/10
 SYNTHIA M. GUNZEL
 COUNTY CLERK
 DATE: 4/1/10
 Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ District: 2 Agenda Number: **3.32**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The new revenue lease agreement provides the necessary office space for the office and staff of the United States Attorney. The premises location consists of the entire second floor of Riverside Center and will require tenant improvements. The County will complete the tenant improvements and the Federal Government will reimburse the County for the improvements over a five year period. The Government may elect to pay a portion of the tenant improvements in the form of a lump sum upon completion and acceptance of the improvements by the Government. The lease terms are as follows:

Location: Riverside Center
3403 Tenth Street, Second Floor
Riverside, California

Lessor: County of Riverside

Lessee: The Federal Government

Size: 16,578 of rentable square feet

Term: Ten (10) Years, Government has the right to cancel after five years

Rent: \$43,848 per month, (\$2.64 per square foot including tenant improvement amortization), \$526,176.00 Annually.

Annual Increases: Based upon the percentage change in the consumer price index

Parking: 38 parking spaces, including 8 reserved spaces, included in the rental

Utilities: Provided by County.

Custodial: Provided by County.

Maintenance: Provided by County.

Improvements: Demolition and full build-out of shell office to accommodate the requirements of the U.S. Attorney's. Total tenant improvement costs estimated to be \$1,337,710, of which \$730,507 will be amortized and payable monthly over the first five years of the lease in the monthly rental set forth above, and the difference which shall be reimbursed by the Government in the form of a lump sum upon completion and acceptance of the improvements.

RCIT: \$185,000

Economic Development Agency
New Revenue Lease Agreement
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FINANCIAL DATA:

The total project costs are \$1,388,410, which include the tenant improvement cost of \$1,337,710, plus a management fee to the Agency in the amount of \$50,700 (3.79%).

All project costs shall be fully funded through the Economic Development Agency's Real Estate budget.

The Economic Development Agency, Real Estate Division does not require a Budget Adjustment to its budget to cover the tenant improvement costs for the lease. While EDA will front the costs for this Lease with the Government, the Government will reimburse EDA for all tenant improvement costs.

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

DATE OF LEASE:

LEASE No. GS-09B-02531

THIS LEASE, made and entered into this date between County of Riverside, a political subdivision of the State of California

whose address is: 3403 Tenth Street, Suite 500
Riverside CA, 92501

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

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

1. The Lessor hereby leases to the Government the following described premises:
16,578 rentable square feet (r.s.f.), yielding approximately 15,308 ANSI/BOMA Office Area square feet and related space located on the 2nd Floor located at 3403 Tenth Street, Riverside, California 92501, together with 8 onsite reserved parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 HAS BEEN INTENTIONALLY OMITTED.
3. PARAGRAPH 3 HAS BEEN INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time after the fifth year of this lease giving at least 30 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 HAS BEEN INTENTIONALLY OMITTED.

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) year, five (year) firm term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.
10. The Government shall pay the Lessor annual rent as follows:
- For years 1 through 5, annual rent of \$526,185.72 at the rate of \$43,848.81 per month in arrears.
For years 6 through 10, annual rent of \$375,160.14 at the rate of \$31,263.35 per month in arrears.

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

County of Riverside, a political subdivision of the State of California
3403 Tenth Street, Suite 500
Riverside CA, 92501

11. The Lessor shall have 120 calendar days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.
12. **PERCENTAGE OF OCCUPANCY:** The percentage of Government Occupancy is established as 10.61% (16,578/ 156,183 rentable square feet).
13. **OPERATING COST:** Pursuant to Paragraph 4.2, "Operating Costs," the base rate for purposes of operating cost escalation is established at \$5.00 per rentable square foot per annum.
14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.3, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$4.41 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.2, "Operating Costs."
15. **OVERTIME USAGE:** Pursuant to Paragraph 4.5, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:30 a.m. – 6:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of \$19.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 2400 Avila Road, Suite 4100, Laguna Niguel, CA 92677, to receive payment.
16. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. Heating and cooling of these areas shall be provided at no cost to the government.
17. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 3.25 % per year.
18. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
- A. If Lessor is preparing the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.11 (B), "Design Intent Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.
 - B. The price proposal required to be provided by Lessor in SFO Paragraph 5.11 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.11, B (1) through (9), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
 - C. Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
 - D. The construction schedule required in Paragraph 5.11 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.11, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.

Initials: _____ & _____
Lessor Government

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- E. In addition to the submission requirements specified under Paragraph 5.11, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format 10 working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.

19. ACCEPTANCE OF SPACE:

- A. The following is added to Paragraph 5.11 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
- B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

20. OCCUPANCY REPORTS:

- A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

21. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**

22. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

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

Initials: _____ & _____
Lessor Government

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

United States Attorneys Office

IN

Riverside, CA

NAME: _____ Guadalupe Flores _____

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 (AUG 2008)

- A. The General Services Administration (GSA) is interested in leasing approximately 16,908 rentable square feet of space. The rentable space shall yield a minimum of 14,703 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 15,438 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).
- B. The Government requires 8 reserved parking spaces. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.
- C. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ABOA square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- D. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
 - 1. Narrow column spacing;
 - 2. Atriums, light wells, or other areas interrupting contiguous spaces;
 - 3. Extremely long, narrow runs of space;
 - 4. Irregular space configurations; or
 - 5. Other unusual building features.
 - 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
- E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.
- F. As part of this space requirement, the Government will require use of part of the building roof for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO.

1.2 UNIQUE REQUIREMENTS (AUG 2008)

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

- A. Space offered must be above the first floor

1.3 LEASE TERM (SEP 2000)

The lease term is for 10 years, 5 years firm. GSA may terminate this lease in whole or in part after year five (5) on 30 days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.4 OFFER DUE DATE (AUG 2008)

Offers are due by September 28, 2009 at 5:30 pm PST and shall remain open until lease award.

1.5 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See Security Requirements for additional information.

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

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

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

Buildings which face and have street addresses on the boundary streets are deemed to be within the delineated area.

- North - University Ave
- South - 14th Street
- East - Mulberry Street
- West - Market Street

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

1.8 **LOCATION: CITY CENTER (AUG 2008)**

A. **NEIGHBORHOOD:**

Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.

B. **PARKING:**

The parking to square foot ratio available on site shall at least meet current local code requirements.

C. **LOCATION AMENITIES:**

A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not to exceed a walkable 1/2 mile, as determined by the contracting officer.

D. **PUBLIC TRANSPORTATION:**

A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/4 mile, as determined by the contracting officer.

E. **SUBMITTAL REQUIREMENT:**

The Offeror shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

1.9 **OCCUPANCY DATE (AUG 2008)**

- A. Occupancy is required 120 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

1.10 **NEGOTIATIONS (MAY 2005)**

- A. Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer (or the GSA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other

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 or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the Offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

2.5 PRICE EVALUATION (PRESENT VALUE) (AUG 2008)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:
- a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
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- c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - d. The cost of the Offeror's project development fees associated with Tenant Improvements. The Lessor is required, as part of their offer, to identify fees, if any, for administrative costs, general contractor fees, profit and overhead costs, Offeror's overhead, A/E design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. These fees, expressed as a percentage rate, will be evaluated. The amount of project development fees will be added to the amount of the TI allowance for purposes of price evaluation (for example, if SFO specified TI allowance is \$30.00 / BOMA Office Area Foot, and Lessor fee is 5%, offer will be evaluated using \$31.50 per ABOA). This cost will be discounted annually at 5%.
8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

2.6 AWARD (AUG 2008)

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

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

3.1 OFFER PROCEDURES (AUG 2008)

- A. Offers, including all required documents, must be submitted to the Contracting Officer representative at the address below. Documents must be properly executed and submitted no later than the close of business of the offer due date. Close of business is no later than 5:30 pm PST.

Alejandra Guzmán
General Services Administration
300 N. Los Angeles Street, Suite 4100
Los Angeles, CA 90012

B. REQUIRED DOCUMENTS:

1. Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign any lease documents. If claiming an historic preference in accordance with the Historic Preference paragraph above (GSAR 552.270-2, SEP 2004), Offeror must submit one of the following as documentation that the property is historic or the site of the offered property is within a historic district: a letter from the National Park Service stating that the property is listed in the National Register of Historic Places or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the property is listed in the National Register of Historic Places, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the National Register of Historic Places Identification Number and date of listing available from the National Register of Historic Places Database found at www.nps.gov/nr.
2. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this SFO. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
3. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's authorized representative) should be contacted.
4. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize the protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provisions, 552.270-1, subparagraph (d), Restriction on Disclosure and Use of Data.

3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

- A. The Tenant Improvement Allowance is \$45.45 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the 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 as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008)

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

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
2. GSA Form 1364, Proposal to Lease Space. Complete both pages of the 1364, including, but not limited to:
 - a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
 - b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.
 - c. A total lease rate per square foot, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). It is the intent of the Government to lease a building shell with a Tenant Improvements Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - d. The annual cost (per 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.
 - e. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements Allowance over the firm term of the lease. If the Lessor chooses to amortize the Tenant Improvements for a period of time exceeding the firm term of the lease, the Lessor shall indicate the extended time in the offer.
 - f. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvements Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
 - g. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.
 - h. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs 3, 4, 5, and 6 for the lease.
 - i. A fully-serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
 - j. *Statement of Offeror's Fees for Tenant Improvements.* Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction

documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.

- k. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.
- 3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or \$).
- 4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
- 5. Building Security Unit Price List (enclosed).
- 6. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.

3.5 EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)

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, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
- 2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
- 3. Evidence of ownership or control of site.

B. AFTER AWARD:

Within 15 days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

- 1. A firm commitment of funds in an amount sufficient to perform the work.
- 2. The name of three proposed construction contractors, as well as evidence of the contractors' 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.

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

Within 30 days after the Contracting Officer issues the Notice to Proceed for Tenant Improvements, the Lessor shall provide to the Contracting Officer evidence of:

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

3.6 BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)

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

- 1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation
- 2. Seismic Safety Certification in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO (for new construction, this is required upon substantial completion of space, in accordance with the "Seismic Safety for New Construction" paragraph located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).
- 3. Pre-lease Building Security Plan.
- 4. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.

5. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
6. If the offered building is not a modern office building as described in the "Quality and Appearance of Building" paragraph in the SUMMARY section of this SFO, provide the architectural plans for modernization.
7. If the offered building contains asbestos-containing materials, provide an asbestos-related management plan as described in the "Asbestos" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.
8. Plans for Space Offered.
 - a. First generation plans of the entire floor or floors for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.
 - b. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within 5 working days.
 - c. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
 - d. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the 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. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ANSI/BOMA Office Area square footage that the most efficient corridor pattern would have yielded.
9. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this SFO. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.
11. In accordance with the "Location: City Center" paragraph in the Summary section of this SFO, provide evidence demonstrating amenities will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the Contracting Officer.

B. AFTER AWARD:

1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.
2. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, provide the schedule of periodic services for other than daily, weekly or monthly services.

3.7 GREEN LEASE SUBMITTALS (AUG 2008)

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

1. The name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
2. A Statement of Energy Performance (for new construction, a statement of projected energy performance) from the Energy Star Portfolio Manager Web site at http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager. (To create a portfolio manager account, login to <https://www.energystar.gov/istar/pmpam/>.) The Statement of Energy Performance is a summary of the building's energy performance for the previous calendar year (for new construction, projected calendar year 1), and reflects the offered building's Energy Star rating based on its actual energy consumption, facility characteristics (size, occupancy, operation hours, number of computers) and is sealed by a professional engineer.

3. Statement of Energy Performance must reflect building performance within 4 months ending prior to the offer date.

B. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of the SFO.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
6. Construction Waste Management Plan:
Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Contracting Officer, may permit alternative means of disposal.
7. Building Recycling Service Plan:
A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the Contracting Officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" (Dec 2007) paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" (Aug 2008) paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO a written commissioning plan submitted to the Contracting Officer prior to the completion of Design Intent Drawings that includes:
 - a. a schedule of systems commissioning (revised as needed during all construction phases of the project -with such revisions provided to the Contracting Officer immediately) and
 - b. a description of how commissioning requirements will be met and confirmed.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

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

B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

C. COMMON AREA FACTOR:

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

4.2 OPERATING COSTS (AUG 2008)

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

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

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

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

4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.8 SCHEDULE OF PERIODIC SERVICES (DEC 2005)

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

4.9 LANDSCAPE MAINTENANCE (AUG 2008)

A. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

B. See additional information in the "Landscaping" paragraph in the GENERAL ARCHITECTURE section of this solicitation.

4.10 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

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

4.11 NOVATION AND CHANGE OF NAME (AUG 2008)

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

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

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

- D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
- J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.15 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

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

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 **SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION (AUG 2008)**

- A. The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002. A major goal of GSA and the Federal Government is the safety and security of people and facilities under the charge and control of GSA. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes. GSA Associates and GSA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.
- B. For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Form B.
- C. During the lease build out and the remaining term of the lease, the Lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to GSA. Requests for SBU information from GSA client agencies shall be referred to the GSA Contracting Officer.
- D. When the Lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.
- E. Failure by the Lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.

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

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

5.3 **TENANT IMPROVEMENTS PRICING REQUIREMENTS (AUG 2008)**

- 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 including overhead, profit, and architectural-engineering fees as agreed upon in the Lease, as well as 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).
 - 2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 - 3. No building shell items shall be included in the pricing for the Tenant Improvements.
 - 4. Each proposal shall be 1) submitted in the attached 21 Division Tenant Improvement Cost Summary table by the proposed General Contractors (or subcontractors) and 2) reviewed by the Government. The General Contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 - 5. A minimum of two qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of two qualified subcontractors from each trade of the attached 21 Division Tenant Improvement Cost Summary table shall be invited to participate in the competitive proposal process.

6. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
7. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors.
8. The Lessor shall complete the competition and the cost proposal process in the time frame specified in the "Construction Schedule of Tenant Improvements" paragraph in this section.
9. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.
10. The Lessor shall complete the work within the time frame requirements illustrated in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in this section.

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

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

5.5 WORK PERFORMANCE (SEP 2000)

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

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

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

5.7 LIQUIDATED DAMAGES (AUG 2008)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of one days rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay.

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

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

5.9 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

- A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.
- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - 1. ceiling grid and tile;
 - 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - 3. duct work and HVAC equipment;
 - 4. wiring and electrical equipment;
 - 5. aluminum and/or steel doors and frames;
 - 6. hardware;
 - 7. drywall;
 - 8. steel studs;
 - 9. carpet, carpet backing, and carpet padding;
 - 10. wood;
 - 11. insulation;
 - 12. cardboard packaging;
 - 13. pallets;
 - 14. windows and glazing materials;
 - 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 - 16. all other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.10 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. FLUSH-OUT PROCEDURE:
 - 1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
 - 2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
 - 3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

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

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.
- B. DESIGN INTENT DRAWINGS:
 - 1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 30 working days from award.
 - 2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the

agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 15 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 10 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 20 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 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 10 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

E. TENANT IMPROVEMENTS PRICE PROPOSAL

Within 15 working days of Government review for conformance of the 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.

F. CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 120 calendar days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 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 or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

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

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

H. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Section 1.9.

I. LEASE COMMENCEMENT:

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

5.12 PROGRESS REPORTS (AUG 2008)

After start of construction, at the Government's discretion, the Lessor shall submit to the GSA Contracting Officer, written progress reports at intervals of 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 meetings every two (2) weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with review and approval by the GSA Contracting Officer. Such meetings shall be held at a location to be designated by the Government.

5.13 CONSTRUCTION INSPECTIONS (AUG 2008)

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

5.14 FLOOR PLANS AFTER OCCUPANCY (DEC 2005)

- A. Paper Medium: Within 20 working days after occupancy, as-built reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.
- B. Electronic Medium: Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

5.15 WAIVER OF RESTORATION (AUG 2008)

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

- 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.

7.0 **ARCHITECTURAL FINISHES**

7.1 **RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the WWW.EPA.GOV/CPG/PRODUCTS.HTM web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

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

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, www.epa.gov/epp and USDA BioPreferred products web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:
1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
 2. Minimize the consumption of resources, energy, and water;
 3. Prevent the creation of solid waste, air pollution, or water pollution; or
 4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

7.3 **FINISH SELECTIONS (AUG 2008)**

- A. All required finish selection samples shall be provided within 5 working days of the request for such by the Contracting Officer. GSA shall deliver necessary finish selections to the Lessor within 5 working days after award or after receipt of plans and samples, whichever is later.
- B. All building finishes shall be for first class, modern space.
- C. The Lessor shall consult with the Contracting Officer prior to developing a minimum of 5 colorboards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. The Lessor shall provide the required colorboards within 5 working days of the request for such by the Contracting Officer. The colorboards shall be approved by GSA prior to installation. Upon review with the Tenant, the Contracting Officer must select one colorboard within 5 working days, and unless otherwise specified prior to lease award, the Offeror may assume that one colorboard will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the colorboard is selected.

7.4 **WOOD PRODUCTS (AUG 2008)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.cites.org/eng/resources/species.html
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

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

7.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

7.6 DOORS: SUITE ENTRY (AUG 2008)

TENANT IMPROVEMENT INFORMATION:

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

7.7 DOORS: INTERIOR (AUG 2008)

TENANT IMPROVEMENT INFORMATION:

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

7.8 DOORS: HARDWARE (DEC 2007)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

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

7.9 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

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.

7.10 PARTITIONS: SUBDIVIDING (AUG 2008)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

- ii. Lacquer: 550 g/L.
 - f. Floor coatings: 100 g/L.
 - g. Sealers:
 - i. Waterproofing sealers: 250 g/L.
 - ii. Sanding sealers: 275 g/L.
 - iii. All other sealers: 200 g/L.
 - h. Shellacs:
 - i. Clear: 730 g/L.
 - ii. Pigmented: 550 g/L.
 - i. Stains: 250 g/L.
 - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

7.13 FLOOR COVERING AND PERIMETERS (AUG 2008)

A. BUILDING SHELL:

- 1. Exposed interior floors in primary entrances and lobbies shall be marble, granite or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo or durable vinyl composite tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
- 2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
- 3. Any alternate flooring must be pre-approved by the Contracting Officer.
- 4. In addition to the building shell flooring discussed above, the Government-demised areas which are designated by GSA for cyclic carpet replacement shall be recarpeted every 5 years with a product meeting this solicitation's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

B. TENANT IMPROVEMENT INFORMATION:

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

C. INSTALLATION:

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

D. FLOORING – REPAIR OR REPLACEMENT:

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

8.0 MECHANICAL, ELECTRICAL, PLUMBING

8.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)

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.

C. TENANT IMPROVEMENT INFORMATION:

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

8.2 BUILDING SYSTEMS (AUG 2008)

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

8.3 ENERGY COST SAVINGS (AUG 2008)

A. For existing buildings, the Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the www.energystar.gov 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.eere.energy.gov/femp web site, or call the FEMP Help Desk at 1-877-337-3463.

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.

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

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

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

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

8.5 DRINKING FOUNTAINS (AUG 2008)

A. BUILDING SHELL:

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

8.6 TOILET ROOMS (AUG 2008)

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, 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:

- a. a mirror and shelf 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 in 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. The counter should be installed to minimize pooling or spilling of water at the front edge.
- i. a floor drain.

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

8.7 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

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

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

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.
 ** Add one lavatory for each 45 additional employees over 125.
 *** Add one water closet for each 40 additional employees over 150.

3. For new installations:

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

8.8 JANITOR CLOSETS (DEC 2007)

A. BUILDING SHELL:

1. 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.
2. 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.
3. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

8.9 HEATING AND AIR CONDITIONING (AUG 2008)

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. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
9. Normal HVAC systems maintenance shall not disrupt tenant operations.
10. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, Thermal 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.

3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvement Allowance. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

8.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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:

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

8.15 DATA DISTRIBUTION (AUG 2008)

A. TENANT IMPROVEMENT INFORMATION:

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

8.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)

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 be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the

computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

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

8.17 ADDITIONAL ELECTRICAL CONTROLS

If the Government pays separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

8.18 ELEVATORS (AUG 2008)

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

B. CODE:

Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators (current as of the award date of this SFO)*. Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspectors' Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. SPEED:

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

E. INTERIOR FINISHES:

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

8.19 LIGHTING: INTERIOR AND PARKING (AUG 2008)

A. BUILDING SHELL:

1. In accordance with subparagraph (10) of the, "Building Shell Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting, as part of the building shell cost, as follows:

- a. Unless alternate lighting is approved by the Contracting Officer, modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager, and approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
- c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

- d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

B. TENANT IMPROVEMENTS:

1. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvement Allowance. The light fixtures shall meet the requirements as stated in the above Building Shell subparagraph A.
2. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is also part of the Tenant Improvement Allowance.
3. The design intent drawings may require a mixed use of recessed and pendant style fixtures in the leased space.
4. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter. Please see Security Requirements elsewhere in this solicitation.

9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

9.1 MEANS OF EGRESS (SEP 2007)

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

9.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this lease), or the applicable local codes.
- E. DEFINITIONS:
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
 - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

9.3 FIRE ALARM SYSTEM (AUG 2008)

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories in height above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- C. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

9.4 OSHA REQUIREMENTS (SEP 2000)

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

9.5 ASBESTOS (SEP 2000)

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. DEFINITION:

ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. MANAGEMENT PLAN:

If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

9.6 INDOOR AIR QUALITY (DEC 2007)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

9.7 RADON IN AIR (AUG 2008)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide space in which in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, see EPA's website on radon at WWW.EPA.GOV/IAQ/RADON/ZONEMAP.HTML

9.8 RADON IN WATER (AUG 2008)

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

9.9 HAZARDOUS MATERIALS (OCT 1996)

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

9.10 RECYCLING (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.

9.11 OCCUPANT EMERGENCY PLANS (AUG 2008)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:

<http://www.9-11submit.org/materials9-1/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

9.12 MOLD (AUG 2008)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.
- D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 30 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

10.0 LEASE SECURITY STANDARDS

10.1 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.

10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

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

10.3 ACCESS TO UTILITY AREAS (NOV 2005)

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

10.4 EMERGENCY POWER TO CRITICAL SYSTEMS (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.

10.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

10.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

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

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

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

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

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

10.9 BUILDING SECURITY PLAN (NOV 2005)

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

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

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

10.11 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

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

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

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

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

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

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

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

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
- B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

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

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

11.0 **SPECIAL REQUIREMENTS**

11.1 **SPECIAL REQUIREMENTS: 1**

See documents outlined below:

1. Department of Justice – Sensitive Compartment Information Facility – Equivalent Room General Specification
2. United States Attorney's Office Design Guide
3. Attachment #2: United States Attorney's Office Design Guide

11.2 **SPECIAL REQUIREMENTS: 2**

Space breakdown:

USA: 300 square feet
Managing AUSA: 200 square feet
Supv. AUSA: 200 square feet
AUSA's 22 x 180 ea: 3,960 square feet
Support Supv: 150 square feet
Paralegals 7 x 150 ea: 1,050 square feet
Support Staff 5 x 80 ea: 400 square feet
Receptionist: 153 square feet
Visitor Waiting Area with Guard Station: 400 square feet
Conference Room: 200 square feet
SCIF: 300 square feet
Storage Room: 250 square feet
Open File Room: 150 square feet
Closed File Room: 150 square feet
Main Copy Room: 300 square feet
ADP Room: 200 square feet
Mail Sort Workstation: 150 square feet
Supply Room: 150 square feet
Bulk Supply/ Equipment: 250 square feet
Telephone/ Security Room: 250 square feet
Break Room: 200 square feet
Trial Prep. Room: 250 square feet
Library: 300 square feet
Secure VTC Room: 350 square feet
2nd Trial Prep Room: 250 square feet
Stand Alone Copier: 60 square feet
AUSA's 3 x 180: 540 square feet
Fax: 20 square feet
Shredder: 20 square feet
30 % circulation: 3,393 square feet

Total: 14,703 ANSI BOMA Office Square Feet

United States Attorney's Office

Design Guide

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Introduction - Guiding Policies and Principles

GSA's New Pricing Policy For Space And Space-Related Services

Effective October 14, 1996, the General Services Administration (GSA) implemented significant changes in the way it leases space and also in the way it bills its customer agencies for space and space-related services.

All space actions are memorialized in an Occupancy Agreement (OA). The OA is a document that serves to record the mutual understanding between GSA and the customer agency as to financial terms, space build out, contractual conditions, terms, obligations, and timing of the occupancy. It represents the GSA/Customer agreement for a specific housing need.

For new assignments, the OA begins as a draft and is updated as information develops, with formal signing taking place just prior to the award of the lease or assignment of other GSA owned/controlled space. In essence, it starts as an estimate of the cost of the services, and ends as a projection of the actual cost. Some items at the time of the OA signing may remain estimates, and may have to be adjusted at a later date. The OA is a tool for estimating the cost of space to be delivered, for recording the space and services needed, and for tracking the refinement of estimates until the final cost becomes the amount that will be billed to the customer.

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The principle subjects to be addressed in the OA are listed below and should reflect the conditions and terms of the lease or agreement between GSA and the customer agency:

- square footage
- base rental and term
- tenant allowances (general and customization) and amortization period
- lump sum payment(s)
- tax and operating expense escalation and frequency
- space classification(s) - general use, parking, warehouse, unique
- extra or reduced services
- move costs
- security
- joint use space
- GSA fees
- forced move entitlements and/or existence (or lack) of right to renew occupancy
- cancellation (designation of "non-cancelable," if applicable. "Non-cancelable space" was formerly known as "agency unique space")
- any special circumstances associated with the occupancy, such as environmental responsibilities, unusual use restrictions, or agreements with local authorities termination rights and liabilities of both parties.

The OA will be signed by GSA and the authorized Executive Office for United States Attorneys (EOUSA) / Facilities and Support Services (FASS) representative.

Space pricing will be recorded in the OA. Leased space will be priced as a "market pass through" of the contract rent plus benchmarked GSA fees, for a specific term at a level (or stepped) rent for the term. The GSA fees and service costs will be expressed as a percentage of the total contract value, or as a cost per square foot. GSA's benchmarked fees for lease acquisitions will cover a full range of services, from requirements development through occupancy.

There are four official GSA space classifications:

General Use: general office space and all other (Courthouses, laboratories, computer centers, etc.) with the exception of those defined below. United States Attorney's office (USAO) space assignments will fall under the General Use classification.

Warehouse: whole building only (General guideline: If 70 percent of the building is warehouse the entire building is classified as such).

Parking: by parking space, instead of by square feet.

Unique: Space that is truly "one-of-a-type" space that does not have a market comparable, such as border stations.

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Tenant Allowances

The GSA billing method utilizes a tenant construction allowance mechanism to replace the old space classification system. This method creates two tenant allowances, one for general standard build out and one for customization. Like all agencies, the USAO receives a specific tenant allowance based on an historical analysis of USAO space alteration costs and should be sufficient to cover typical USAO Field Office alterations. The tenant general allowance is a dollar amount per square foot set to cover the cost of typical ratios of normal office space finish components, such as doors, partitions, carpeting, ceiling tile, electrical and telecommunication outlets. It is set nationally, adjusted annually, and indexed to local construction costs. The tenant customization allowance is also a dollar amount per square foot set nationally and adjusted annually, and also indexed to local construction costs. The purpose of this allowance is to cover special items, preparation, or finishes which would result in special space classifications under the previous system. GSA will amortize the allowance over the firm term of the OA.

The general allowance and the customization allowance are treated as a single budget for agencies moving into space. Although they are developed separately, agencies have complete freedom to use the sum of the two allowances in the manner that best meets their mission needs. If a customer is anticipating build out which would exceed the combined general and customization tenant allowances, the customer may choose to reduce the scope of work or pay lump sum for the amount over the combined allowances (above allowance is similar to the old "above standard").

These allowances apply only to the General Use classification (see above). There will be only one build out allowance for warehouse space, set considerably lower than the allowance for general purpose space. Parking spaces will be categorized as either "structured" (inside) or "surface" (outside). Rates will be quoted on a per-parking-space basis, rather than per-square-foot, in order to mirror current industry practice.

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Chapter I - Desired Structural Requirements

Column Spacing

The minimum spacing between structural columns in a building should be 20 feet on center.

Circulation

A minimum of 30% of the overall requested office space should be used as a circulation factor to provide adequate circulation space and flexibility of layout. This amount of office space will be included in the total requested USAO office space.

Structural Reinforcement of Floor

The library, file rooms with mobile filing or "times two" filing systems, and/or safes may require additional structural reinforcement in the floor. For these areas, estimate a minimum floor load of 150 pounds per square foot. During the space planning stage, a GSA structural engineer will determine the acceptable structural load for the building, and advise if reinforcement is necessary. Stacking plans should also be produced to determine if floor loads can be reduced. Due to the high costs involved, plans should be developed so as to eliminate the need for structural reinforcement, or to keep it to an absolute minimum.

Windowed Office Space

The United States Attorney, all Assistant United States Attorneys, and supervisory personnel should be provided a private office with windows.

Public Bathrooms

When the USAO occupies an entire floor of a building, they should be given the option of enclosing the public bathrooms on that floor within their secure perimeter. If this is not possible, the USAO should be able to control access to the public restrooms by installing a lock or an SPS specified access device on the bathroom doors. Bathrooms will not be constructed within USAO space where these two options are not possible.

Showers

EOUSA will not provide showers for the U.S. Attorney or for the USAO office. When the USAO office is moving into office space where showers exist, they may be retained if they do not interfere with the design of an efficient office layout.

In buildings where there is a government joint-use fitness area, or where one is being planned, EOUSA may contribute funds so that USAO personnel may use the facility.

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Fire Stairs

When building fire stairs are located within the USAO secured perimeter, a locking device will be specified by the Security Programs Staff to prevent access to USAO space from the stair. When fire stairs which require public access are located within the USAO secured perimeter, GSA will work with the Security Programs Staff to formulate a fire egress plan that will minimize public access to USAO space. Fire stairs requiring public access should be located outside of USAO space if at all possible – if this is not possible, the proposed space may be determined to be unacceptable for USAO occupancy.

Loading Dock and Freight Elevator

A loading dock and freight elevator are required for all space assignments with USAO access. In a situation where the freight elevator opens within the USAO secured perimeter, the elevator should be programmed in such a way that it will not stop on the USAO's floor without prior arrangements with the USAO. Freight elevators should not open into USAO space directly from the cab - there should be a vestibule which can be provided with access control devices specified by the Security Programs Staff.

Overtime Utilities

The USAO will have access to overtime HVAC services for use when personnel are to be in the space after normal business hours or on-weekends. These services will be funded by EOUSA/FASS through a Reimbursable Work Authorization to GSA.

Cleaning of office spaces will be accomplished during normal office working hours. Personnel performing cleaning services will be employed with a licensed company. The employing company will ensure that the employee is bonded, has been fingerprinted, and a local agency check for a criminal record is complete.

Telephone System and Cabling

The USAO Telephone Room must be located within USAO controlled space. There should be an uninterrupted path from where telephone cabling enters the building to the USAO Telephone Room. The telephone cabling must be in sealed conduit wherever it passes (vertically or horizontally) through non-USAO controlled space. This conduit is for the exclusive use of the U.S. Attorney's office and may not be shared with other organizations.

Telephone cabling is not to be dropped off to a shared frame room and then brought into USAO space.

No horizontal cabling may pass through public space or space not under direct control of the USAO unless it is in sealed conduit. Telephone cabling is not to be installed under the floor (as part of a raised floor system) without prior approval from EOUSA.

Access to the Telephone Room must be controlled by the USAO only.

EOUSA may require the telephone room and computer (ADP) room to be combined into a single room.

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Final decisions on telephone cabling and the telephone system are to be made in consultation with the Telecommunications, Technology and Development Staff, EOUSA.

Computer Room and Cabling

The Computer (ADP) Room must be located in USAO controlled space. It must be located in non-windowed space, and as close to the physical center of the office as possible to minimize and centralize network equipment and cabling. No horizontal cabling may pass through public space or space not under direct control of the USAO unless it is in sealed conduit.

The Computer Room must be tied into the building fire alarm system. Access to the Computer Room must be controlled by the USAO only.

Final decisions on computer cabling and the computer system are to be made by the Office Automation Staff, EOUSA. Computer cabling is not to be installed under the floor (as part of a raised floor system) without prior approval from EOUSA.

For an office that will occupy multiple floors, it is strongly recommended that the computer room be located on a floor midway among all occupied floors. This will allow for a more centralized cable configuration.

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Chapter II - Architectural Finish Requirements

EOUSA Standard Office Build Out

Private offices and open office areas are to be provided with the "EOUSA standard office build out," unless otherwise noted in the Individual Office Standards section. The standard office build out is normally considered:

- ceiling height gypsum board partitions
- carpet with factory bonded padding (minimum carpet face weight of 32 ounces per square yard, color and pattern to be chosen by the USAO)
- two coats semi-gloss paint (color to be chosen by USAO)
- building standard window treatment (usually mini-blinds)
- stained solid core wooden laminate door with standard six-pin, paracentric, GSA-FSS Type 161 lockset which meets Federal Specification FF-H-001066 and is ADA compatible
- vinyl wall base (color to complement carpeting)
- standard fluorescent lighting
- suspended acoustical ceiling (8' height minimum)

These standards may vary depending upon the location of the USAO and specific building standards.

Partitions

Demising walls - demising walls shall be slab to slab construction, with #9 gauge expanded metal mesh securely anchored between the studs and contained within the finished partition. In Federal Building, Post Office, and Courthouse locations, expanded metal mesh is not required. Partition to be taped, bedded, and finished to a smooth wall texture, painted with one prime coat and one finish coat, and attached to metal studs and top and bottom tracks. These partitions require additional sound attenuation material to be provided in the partition to bring the STC level of the partition up to 45.

Sound Transmission Class (STC) - some partitions identified in the "Individual Office Standards" require a minimum STC rating of 45. The walls are to be slab to slab construction, with batt insulation provided in the finished partition. Partition to be taped, bedded, and finished to a smooth wall texture, painted with one prime coat and one finish coat, and attached to metal studs and top and bottom tracks. Ductwork should not compromise the STC rating, and wall outlets should not be placed back to back in order to avoid sound transmission through the wall.

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Ballistic Material and Devices - in areas identified to receive ballistic material, UL752, Level 6 rated ballistic wall paneling to be mounted slab to slab (within finished partitions) is to be provided. Partition to be taped, bedded, and finished to a smooth wall texture, painted with one prime coat and one finish coat, and attached to metal studs and top and bottom tracks. In the Reception Areas, a UL752, Level 3 rated ballistic transaction window with built-in natural voice communication system, brushed stainless steel frame, and Corian parcel counter with molded deal tray is to be provided. The window should be of sufficient height and width to ensure an unencumbered view of the entire waiting area, typically 4' high X 6' wide. Also provide a minimum 12" wide x 12" high ballistic package pass-through contained in the wall.

Floor Covering

Carpet Padding - carpet padding is to be provided under all USAO carpeted surfaces. Padding to be factory bonded to carpet, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer," Classification II (Heavy Use))

EOUSA Standard Carpeting - to be of tufted construction, combination cut pile / loop texture, made of 100% DuPont Antron Legacy BCF Nylon with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2-ply with a face weight of 32 ounces per square yard, with a 10-year warranty on wear and factory bonded padding. Color is to be chosen by the USAO.

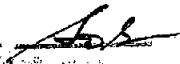
Vinyl and Static Resistant Vinyl Tile - storage and utility areas should be provided with vinyl tile flooring. ADP room is to be provided with static resistant vinyl tile flooring. Color and pattern for both are to be chosen by the USAO.

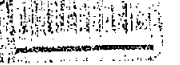
Carpet Tile - carpet tile is not preferred in USAO space unless there is an existing under-floor raceway/trough system which must be accessible. If carpet tile is to be used, the tiles must have integral padding. Color and pattern are to be chosen by the USAO.

Window Treatment

Building Standard - building standard window treatment is usually mini-blinds or vertical blinds.

Drapery - drapery should be sheer panels with fabric side panels, and be floor length unless otherwise specified. Color to be chosen by the USAO.

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Security - there are no specific requirements for glazing unless applied to buildings associated with high threat. Buildings that are located in a high-threat geographic area or collocated with other high threat facilities may require windows that are:

- laminated annealed glass (preferred), or
- heavy acrylic (for skylights), or
- monolithic (annealed or tempered) with security safety shatter resistant window film that is applied from edge to edge of the glass, or is anchored by additional stiles if applied to the exterior surface of the glass.

EOUSA FASS and SPS will make recommendations regarding security related window treatments on a case by case basis in conjunction with GSA and the USAO.

Doors

Office Perimeter - office perimeter doors should be UL Class B fire rated solid wood core or metal clad doors with no vents or windows. Doors will have reverse door swing so that they open outward.

Ballistic - ballistic doors should be UL 752, Level 6 rated, wooden laminate, single/double doors with frame, a continuous roton hinge, and an in-frame mounted balanced magnetic sensor. Door will need to be supplied with a mechanical door closer and locking hardware, and a rim-mounted, emergency exit device with dual Medeco high security deadbolt and latchbolt locking cores. Door to be prepped in the factory for door hardware to be specified by EOUSA/FASS during project design phase. Refer to EOUSA Master Specification for specific hardware details.

Standard Office - standard interior office doors are to be solid core, stained wooden laminate doors. Each door is to have a standard, ADA-11 compatible office lockset and locking hardware, described below.

Above Standard Office - in offices which require partitions with an STC 45 rating or with #9 gauge wire mesh mounted in the walls, the door is to be a solid core, stained wooden door.

Standard Hardware - interior office doors will follow the GSA door lock schedule. Lockset to be a standard six-pin, paracentric, GSA-FSS Type 161 lockset which meets Federal Specification FF-H-001066 and is ADA 11 – compatible. All locks are to be off of the building master. The Grand Master keys are to be supplied to the Administrative Officer directly from the manufacturer.

Security - some doors will be specified to receive specialized security hardware. This hardware is to be specified by EOUSA/FASS during the design phase of the project, in conjunction with the security system requirements developed by the EOUSA Security Programs Staff.

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Transoms - if existing transoms cannot be removed, they must be able to be locked and alarmed to prevent intrusion.

Perimeter Doors With Windows/Vents - if existing windows and/or vents cannot be removed, they should be alarmed to prevent intrusion. Reflective film should be applied to the interior of the windows to prevent visual access into the USAO space.

Millwork

Chair Rail - to be placed with top of rail at 1" below top of window sill (in rooms with no windows or windows which extend lower than 36" above the finished floor, top of rail should be 36" above the finished floor). Chair rail to be 4" wide by 1" thick, made of hardwood and stained to match the office doors.

Base Boards

Vinyl Base Board - to be 4" high by .085" thick, unless otherwise specified. Color to complement the carpeting and chosen by the USAO

Wood Base Board - to be 4" high by 3/4" thick, made of hardwood and stained to match the office doors


Wainscot is not permitted anywhere within the USAO.

Built-in Casework

Copy Room Counter - to be plastic laminate on 3/4" particle board, 15" deep. Shelves to be adjustable, supported on slotted, wall mounted standards. Counter and cabinets to be plastic laminate on fire retardant wood and plywood framing. Provide fire retardant wood blocking as required to reinforce partition where shelf standard and counter are mounted.

Break Room Counter - to have an 18" x 24" Americans With Disabilities Act (ADA) accessible stainless steel sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; garbage disposal (incl. electrical connection and switch); 6 linear feet (including sink base) of base cabinets with matching wall cabinets, except above sink base; base cabinets to have 6 linear feet of plastic laminate counter top with integral splash block. Space and electrical requirements should be provided to accommodate a microwave and/or a refrigerator. Installation of dishwashers will not be approved.

Coffee Nook - to have an 14" x 14" American With Disabilities Act (ADA) accessible stainless steel sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; 4 to 6 linear feet (including sink base) of base cabinets. Base cabinets to have 4 to 6 linear feet of plastic laminate counter top with integral splash block.

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Electrical Requirements

Standard Office Electrical Requirement - each "standard office" should be provided with a minimum of one 20amp/110-120 volt, general purpose, dedicated, color coded duplex electrical outlet on one wall (for computers and printers). This outlet should be connected to a clean ground dedicated circuit, with a maximum of four such outlets per clean ground circuit. One 20 amp/110 volt, NEMA 5-20R, three wire, single phase duplex electrical outlet should be provided on the remaining walls. The local Administrative Officer may determine the need for additional electrical requirements for additional equipment (to be approved by EOUSA/FASS).

Break Room - break rooms should be provided with two Ground Fault Interrupt (G.F.I.) quadraplex outlets mounted above the counter top to accommodate items such as microwaves and/or toasters. The necessary electrical requirements should be provided to accommodate a microwave and/or a refrigerator.

Large Copiers - large copiers with specific electrical requirements will be identified by the USAO if different from the standard electrical outlet/circuit.

Computer Electrical Requirements - Computer rooms require at least one 20 amp/120 volt, clean ground, dedicated circuit with a standard quadraplex outlet per server. The local Systems Manager and EOUSA Office Automation Staff must be consulted before the beginning of any project to determine the total number of lines needed, as well as any other electrical, telephone, or equipment requirements.

Reception Area Screening Equipment - The X-ray machine and magnetometer equipment to be placed in some Visitor Waiting Areas each require their own dedicated outlets. The X-Ray machine should be provided with a 115 VAC (+/- 10%), 60 Hz (+/- 3 HZ), approximately 6 kVA dedicated circuit terminating in a color coded duplex outlet. The magnetometer should be provided with a 90- 137 VAC, 50-60 Hz (+/- 3 Hz) dedicated circuit terminating in a color coded duplex outlet. Both outlets should be placed to maximize seating and circulation area in the Visitor Waiting Area

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Security System Panels - to accommodate the control panels for the security system (to be supplied and installed by EOUSA security contractor), the following will be required to be provided by the general contractor (location of security system panels to be determined by EOUSA):

- a sheet of 4'H x 8'W, 3/4" fire resistant plywood, painted and securely mounted to the wall studs
- one (1) dedicated, analog telephone line in a dedicated junction box
- two (2) 120VAC, 30amp surge protected, dedicated quadraplex outlets mounted at the bottom of the plywood board and connected to the building emergency power system
- three (3) 120VAC, 30amp surge protected, dedicated power connection in a standard junction box, mounted on the plywood board and connected to the building emergency power system
- 5' of enclosed wire gutter to be mounted at the top of the plywood, with three sections of 2" EMT extending from the wire gutter above the drop ceiling
- six (6) lengths of 1" EMT to connect security panels to wire gutter

See EOUSA sample Security Equipment Layout located in the EOUSA Master Specifications for more information.


HVAC

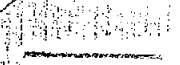
ADP Room - ADP rooms should be provided with a separate (independent) air conditioning unit sufficient to operate for 24 hours and maintain a temperature of no more than 75 degrees and maximum humidity of 80 percent. Units in larger ADP rooms must accommodate heat output of 7,500 BTUs per hour for a small ADP room, 12,000 BTUs per hour for a medium ADP room, and 24,000 BTUs per hour for large ADP rooms. The air conditioning unit is to be placed in the adjacent telephone room, ideally above the entrance door, and ducted into the ADP room from there.

Telephone Room - telephone rooms should share the air conditioning unit that services the ADP room. The equipment in the telephone rooms add an additional load on the HVAC unit of 5,000 BTUs per hour.

Conference Rooms - should be provided with supplemental HVAC with a fan control mounted next to the light switch.

Main Copy Room - should have a ceiling mounted exhaust fan; number of air changes to be determined by the cubic volume of the room and the BTU output of the equipment.

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Services

Mail Service - prior to mail being delivered to the USAO, it must be inspected and X-rayed. The USAO will make the decision as to who will perform the mail screening function and where it will be done. If the USAO is located in a Courthouse or Federal Building, Court Security Officers (CSOs) should perform this service. If the USAO is located in leased space and a guard, X-ray machine, and magnetometer have been placed in the Visitor Waiting Area, mail screening should be performed by the guard.

If the office is located in leased space and does not have a guard assigned, arrangements should be made with the nearest Courthouse to have the CSOs screen the mail. The USAO may choose to contract this service to an independent firm. The Security Programs Staff should be contacted for any additional assistance needed in establishing the mail screening process.

Guard Service - in the Courthouse, Court Security Officers (CSOs) assigned to the Courthouse are responsible for monitoring the USAO space. In leased locations, depending on the staffing level of the office, a guard with an x-ray machine and magnetometer may staff the USAO waiting area during regular business hours. This service will be funded by the Security Programs Staff.

Signage

Building standard signs shall be provided for the primary entrance to the USAO. Internal signage and installation services are to be provided and funded by the USAO. The building directory board shall identify the office title as the "United States Attorney's Office" and identify the room number for the primary entrance to the office.

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Chapter III - Individual Office Standards

POSITION DESCRIPTION	ALLOCATED SQUARE FEET	BUILD OUT DESCRIPTION
<p>United States Attorney (Headquarters and Branch offices)</p>	<p>300 * Windowed space required</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; floor to ceiling vinyl wall covering; wood chair rail to be placed 1" below top of window sill, to be 4" wide by 1" thick, made of hardwood and stained to match the door; wood base board to be 4" high X 3/4" wide, made of hardwood and stained to match the door; molding can be prefabricated fiberglass in Executive Suite, paint and finish to be selected by USAO</p> <p>Flooring: EOUSA standard carpet, color to be chosen by USAO, to be of tufted construction, cut pile texture, made of 100% DuPont Antron Legacy BCF Nylon with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2 ply with a face weight of 32 ounces per square yard, with a 10 year warranty on wear. Padding to be factory bonded to carpet, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer", Classification II (Heavy</p>

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		Use) Door: Solid wood core with sound gasket between the frame and the door, stained Windows: building standard window treatment and/or drapery of sheer panels with fabric side panels, floor length unless otherwise specified, or upgraded window treatment of similar type and style of the building standard Security: fixed duress alarm to be mounted under USA's desk
U.S. Attorney's Private Conference Room (Headquarters only)	300	* Same build out as US Attorney's private office * Walls: Lighting: standard office lighting; recessed incandescent lighting or track lighting able to accommodate energy efficient, 150 watt parhalogen floodlamp connected to a dimmer Optional: 14" X 14" ADA compatible stainless steel bar sink with hot and cold water supply and waste line mounted in a finished wooden kitchen sink base cabinet
US Attorney's Secretary (Headquarters only - private office or open if in Executive Suite)	150	* Same build out as US Attorney's private office*
USA's File/Copy/Fax Room	150	Walls: Slab-to-slab, STC 45 construction; paint; vinyl base board Flooring: Vinyl floor covering or same carpet as Executive Suite

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US Attorney's Visitor Seating Area (Headquarters only)	100	* Same build out as US Attorney's private office*
Executive Suite (Headquarters only - may include US Attorney's Conference Room, USA Secretary, First Assistant USA, FAUSA Secretary, USA File Room, USA Visitor Seating)	Varies	* Same build out as US Attorney's private office*
US Attorney's Toilet (Headquarters locations only - no showers)	75	Walls: slab-to-slab STC 45, STC rating not to be compromised by ductwork; paint; ceramic tile baseboard Flooring: ceramic tile Fixtures: quiet flush toilet equipped with a "Sloan Flushmate" system; sink and separate hot and cold water controls installed in a two door, wood finished vanity with a one piece (no seams) Formica top with integral back splash; 18" X 24" mirror with light fixture above; 110V AC ground fault electrical connection above vanity; separate towel and toilet paper dispensers; ceiling mounted exhaust fan controlled by light switch; metal coat rod and 18" plastic laminate shelf to be mounted above rod
First Assistant US Attorney	225 * Windowed Space Required	* Same build out as the US Attorney's Private Office, no wainscot *
Executive Assistant US Attorney	225 * Windowed Space Required	* Same build out as the US Space Required Attorney's Private Office *

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Division Chief / Managing AUSA Of Branch Office (Criminal, Civil, OCDETF)	225 * Windowed Space Required	* Same build out as the US Attorney's Private Office *
Division Chief / Supervisory Secretary	150 * Windowed Space Required	* Standard office space build out and finishes *
Supervisory Assistant US Attorney	200 * Windowed Space Required	Walls: Slab-to-slab, STC 45, STC rating not to be compromised by ductwork; vinyl wall covering Flooring: EOUSA standard carpet, minimum 28 ounce face weight with factory bonded padding; no carpet border Door: Solid wood core with sound gasket between the frame and the door, stained Windows: building standard window treatment
Senior Litigation Counsel	200 * Windowed Space Required	* Same as Supervisory Assistant US Attorney *
Assistant US Attorney	180 * Windowed Space Required	* Standard office space build out and finishes *
Administrative Officer	225 * Windowed Space Required	* Same build out as the US Attorney's Private Office *
LECC Officer	180	* Standard office space build out and finishes *
Deputy Administrative Officer (DAO)	150	* Standard office space build out and finishes *
Budget Officer	150	* Standard office space build out and finishes *
Personnel Officer	150	* Standard office space build out and finishes *
Public Affairs Officer	150	* Standard office space build out and finishes *
Victim/Witness Specialist	150	* Standard office space build out and finishes *
Paralegal	150	* Standard office space build out and finishes *

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Supervisory Support Services Specialist	150	* Standard office space build out and finishes *
Personnel Specialist (open area)	100	* Standard office space build out and finishes *
Acquisition Specialist / Purchasing Agent (open area)	100	* Standard office space build out and finishes *
Systems Manager	150	* Standard office space build out and finishes *
Assistant Systems Manager (open area)	100	* Standard office space build out and finishes *
Docket Technician (open area)	80	* Standard office space build out and finishes *
Secretary / Legal Technician (open area)	80	* Standard office space build out and finishes *
Receptionist	135	* Standard office space build out and finishes; located adjacent to Visitor Waiting Area * Security Hardware: hard-wired duress alarm to be mounted under desk; magnetic lock release for front door to be mounted on desk
Student Aid (open office)	60 * 240 maximum	* Standard office space build out and finishes *
Financial Litigation Unit (FLU) Supervisor (if AUSA)	180 * Windowed Space Required	* Standard office space build out and finishes *
Financial Litigation Unit (FLU) Supervisor (if not AUSA)	150	* Standard office space build out and finishes *
Task Force Supervisor	180 * Windowed Space Required	* Standard office space build out and finishes *
Task Force Attorney (only if USAO AUSA)	180 * Windowed Space Required	* Standard office space build out and finishes *
Visiting Attorney (private office)	180 *Number depends on USAO size	* Standard office space build out and finishes *

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Contract Employee (open area)	60	* Standard office space build out and finishes *
Primary Visitor Waiting Area	150 - 300 - 450 Maximum (an additional 200 sf are needed in commercial leased space where a guard is assigned)	Walls: UL752, Level 6 maximum rated ballistic wall paneling to be mounted slab-to-slab (within finished partitions) in all walls adjacent to US Attorney office space; UL752, Level 3 rated ballistic transaction window with wood trim around window and natural voice communication system, with Corian parcel shelf with integral deal tray, color to be chosen by the USAO (window should be of sufficient height and width to ensure an unencumbered view of the entire waiting area, typically 4' H X 6' W); minimum 18" H X 18" W ballistic package pass through in the wall; vinyl wall covering; wood chair rail to be placed 1" below top of window sill, to be 4" wide by 1" thick, made of hardwood and stained to match the door; wood baseboard, stained to match the door; doorbell mounted on wall next to window to sound inside office space Flooring: EOUSA standard carpet (minimum 32 ounces per square yard) with factory bonded padding Door: Door(s) leading into US Attorney's office space will be a UL 752, Level 6 rated ballistic wooden laminated door with ballistic frame, continuous roton

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		<p>hinge, and in-frame mounted balanced magnetic sensor, prepped to accept separately specified security hardware, stained; door must swing outward</p> <p>Security Hardware: in SPS identified offices, X-ray machine should be provided with a 115 VAC (+/- 10%), 60 Hz (+/- 3 HZ), approximately 6 kVA dedicated circuit terminating in a color coded duplex outlet; magnetometer should be provided with a 90-137 VAC, 50-60 Hz (+/- 3 Hz) dedicated circuit terminating in a color coded duplex outlet; both outlets should be placed to maximize seating and circulation area</p>
<p>Secondary Visitor Waiting Area (approval from EOUSA/FASS required, when USAO is multiple floors)</p>	150	* Same build out as Primary Visitor Waiting Area - no ballistic package pass-through; no X-ray machine nor magnetometer *
<p>Library (Headquarters and Staffed Branch Offices)</p>	150 - 300 - 750 Maximum	* Standard office build out. Minimum floor capacity of 150 lbs per square foot. GSA or contract growth engineers to determine whether structural reinforcement is necessary in the floor *
<p>Librarian (to be located within library space)</p>	150	* Standard office space build out and finishes *
<p>Stand-alone Copier</p>	60 each	* Standard office space build out and finishes *

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<p>Main Conference Room (Headquarters only)</p>	<p>800 - 1200 maximum</p>	<p>Walls: slab-to-slab STC 45, STC rating not to be compromised by ductwork; floor to ceiling vinyl wall covering; wood chair rail to be placed 1" below top of window sill, to be 4" wide by 1" thick, made of hardwood and stained to match the door; wood base board, 4" high by 3/4" thick, made of hardwood and stained to match the door Flooring: Carpet of tufted construction, cut pile texture, made of 100% DuPont Atron Legacy BCF Nylon with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2 ply with a face weight of 32 ounces per square yard, with a 10 year warranty on wear. Padding to be factory bonded to carpet, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. Per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer", Classification II (Heavy Use) Lighting: standard office lighting; recessed incandescent lighting or track lighting able to accommodate energy efficient, 150 watt parhalogen floodlamp connected to a dimmer HVAC: separately zoned, supplemental HVAC</p>
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		Door: Solid wood core with sound gasket between the frame and the door, stained Optional: motorized, recessed projection screen, size to be determined
Conference Room (Administration, Criminal, Civil)	200	* Same build out as Main Conference room; standard lighting only *
Trial Preparation	250 (2 for every 3 judges)	Walls: slab-to-slab STC Room 45, STC rating not to be compromised by ductwork Door: Solid wood core with sound gasket between the frame and the door, stained
Witness Interview Room	150 (1 per floor)	* Same build out as Trial Preparation Room *
Victim Interview Room	150 (1 per office)	* Same build out as Witness Interview Room *
Secure Witness Interview Room	150 (1 per office, located adjacent to the Primary Visitor Waiting Area; separate entrances from waiting area and inside secure space)	* Standard office space build out and finishes * Walls: UL752, Level 6 rated ballistic wall paneling to be mounted slab-to-slab (within finished partitions) in all walls adjacent to U.S. Attorney office space; UL752, Level 6 rated ballistic transaction window with wood trim and natural voice communication system, Corian parcel shelf with integral transaction tray (window should be of sufficient height and width to ensure an unencumbered view, typically 4' H X 4' W)
Collection Interview Room	150 (1 per office location)	* Same build out as Witness Interview Room *
Deposition Room	150 (1 per office location)	* Same build out as Witness Interview Room *

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<p>Secured Storage Room</p>	<p>150 - 250 (1 per staffed office location)</p>	<p>Walls: slab to slab with # 9 gauge steel mesh securely anchored between the studs within the finished wall; two coats semi-gloss paint, color to be chosen by the USAO Door: solid wood core, stained Flooring: vinyl tile Security Locks: GSA approved 3 position combination deadbolt lock, such as a Kaba Mass X-09 with 03 Strike KIT001 for in swinging doors (part number CDX-09 w/o3), or model MH Exit Device, Mech High SEC001 for out swinging doors (part number 511037). See EOUSA Master Specifications for additional requirements; should be separately zoned within security system and with its own key pad</p>
<p>Open File Rooms (Criminal, Civil, Administration, Personnel, FLU)</p>	<p>9 square feet per legal file cabinet or per 4 standard file boxes</p>	<p>* Depending on the number of files, or if a movable or "times two" filing system is used, structural reinforcement of floor may be required * Walls: two coats semi-gloss paint, color to be chosen by the USAO Flooring: vinyl tile</p>
<p>Secure Compartmented Information Facility (SCIF) (Headquarters only - must be pre-approved by EOUSA SPS)</p>	<p>200 - 250 One per headquarter location. Not to be located on office perimeter or in windowed space, no doors to the exterior of USAO space</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; two coats semi-gloss paint, color to be chosen by the USAO Door: solid wood core, stained, provided with door sweep and sound gasket</p>

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		<p>Security Locks: GSA approved 3 position combination deadbolt lock, such as a Kaba Mass X-09 with 03 Strike KIT001 for in swinging doors (part number CDX-09 w/o3), or model MH Exit Device, Mech High SEC001 for out swinging doors (part number 511037). Unican L1000 5 button cipher lock with key override. See EOUSA Master Specifications for further hardware details</p> <p>Special: all ductwork over 96 square inches entering the SCIF must be supplied with security bars/mesh, and be provided with viewing ports. All outlets and j-boxes are to be placed in one location of the room. See EOUSA Master Specifications for further details. SCIF construction requires pre-approval from JMD/SEPS.</p>
Closed File Rooms (Criminal, Civil)	9 square feet per legal file cabinet or per 4 standard file boxes	<p>* Depending on the number of files, or if a movable or "times two" filing system is used, structural reinforcement of floor may be required *</p> <p>Flooring: vinyl tile</p>
Fax/Shredder	20 each	* Standard office build out *
Main Copy Room	300	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; two coats semi-gloss paint, color to be chosen by the USAO</p> <p>Door: solid core wood with sound gasket between the frame and the door, stained</p>

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		<p>Flooring: vinyl tile</p> <p>HVAC: supplemental HVAC with increased number of air changes per hour; ceiling mounted exhaust fan. Number of air changes per hour to be determined by the cubic volume of the room and the BTU output of the equipment</p> <p>Fixtures: provide a work counter to be plastic laminate on 3/4" particle board, 15" deep. Shelves to be adjustable, supported on slotted, wall mounted standards. Counter and cabinets to be plastic laminate on fire retardant wood and plywood framing. Provide fire retardant wood blocking as required to reinforce partition where shelf standard and counter are mounted.</p> <p>Electrical: two dedicated 110V, 20 amp circuits terminating in standard quadraplex outlets, mounted above the counter; additional electrical outlets to be identified by the USAO as needed</p>
Secondary Copy Room	150	<p>* Standard office build out - no work counter *</p> <p>Walls: two coats semi-gloss paint, color to be chosen by the USAO</p> <p>Flooring: vinyl tile</p>

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<p>ADP Room (Large Office Locations)</p>	<p>400 (must be located in non-windowed space, as close to the center of the office as possible; for HVAC, raised flooring, data, telephone, and electrical requirements, EOUSA OAS and USAO Systems Manager must be consulted)</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; vapor barrier (in ceiling also): A 4'H x 4'W, 3/4" sheet of fire resistant, painted plywood is to be provided, location to be determined by EOUSA during site survey Flooring: static resistant vinyl tile HVAC: separate (independent) air conditioning unit, with adjustable temperature controls to be located within the ADP room, mounted in the adjacent telephone room when possible, sufficient to operate for 24 hours and maintain a temperature of no more than 75 degrees and maximum humidity of 80 percent. Must accommodate heat output of approximately 12,000 BTU's per hour Electrical: The minimum number of standard quadraplex outlets for a computer room is five 20 amp/120 volts, clean ground, dedicated isolated circuits. For headquarter computer rooms, one of the quadraplex outlets must have a Nema 5-20P plug to support the SU2200NET uninterrupter power systems (UPS). Rooms must be provided with electrical ground bars to be located near the equipment racks. If possible, a</p>
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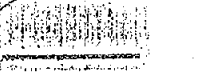
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		<p>dedicated breaker panel, with room for expansion, should be provided to accommodate equipment in the ADP and telephone rooms</p> <p>Cabling: cabling between floors to be through a minimum of two 4" diameter coreholes drilled in floor; cables in and out of room must be in a minimum of two 4" cable trays or conduit; a 4" conduit is to be provided between the ADP and telephone rooms; if the USAO occupies multiple floors, a minimum of three 4" core drills and sleeves / conduits are to be provided between each floor (location to be determined during site survey)</p> <p>Security Lock: cypher lock</p> <p>Option: provided in headquarters offices only, access flooring to be 6" above the actual floor. At least one ramp with handrail to be provided.</p> <p>Tiles specified for this system should be designed to support 300 p.s.f. and a concentrated load of 1000 p.s.f. unless special structural components are in place. Floor to have high pressure laminate non conductive floor tile with electrical resistance of 25K to 1000K ohms with concrete filled metal pans. Metal stringers required between pedestals for the heavy point and rolling</p>
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		<p>loads of the equipment. Each square should be a modular design and with capability for ported access. Floor to remain stable if up to four adjacent panels are removed. 10% of floor panels should be vented to allow a minimum of 500 CFM.</p>
<p>ADP Room (Small office locations)</p>	<p>200 (must be located in non-windowed space, as close to the center of the office as possible; for HVAC, data, telephone, and electrical requirements, EOUSA OAS and USAO Systems Manager must be consulted)</p>	<p>* Same build out as large ADP Room *</p> <p>HVAC: separate (independent) air conditioning unit, with adjustable temperature controls, sufficient to operate for 24 hours and maintain a temperature of no more than 75 degrees and maximum humidity of 80 percent. Must accommodate heat output of approximately 5,000 BTU's per hour</p> <p>Electrical: at least one 20 amp/120 volt quadraplex outlet per server . Rooms must be provided with electrical ground bars to be located near the equipment racks. If possible, a dedicated breaker panel, with room for expansion, should be provided to accommodate equipment in the ADP and telephone rooms</p> <p>Cabling: cabling between floors to be through a minimum of two 4" diameter coreholes drilled in floor; cables in and out of room must be in a minimum of two 4" cable trays or conduit</p>

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<p>ADP Workroom</p>	<p>150 (adjacent to ADP Room)</p>	<p>Security Lock: cypher lock * Standard office space build out and finishes; no additional HVAC * Flooring: anti-static vinyl tile Finishes: built-in work counter made of 1-1/2" plywood with plastic laminate covering, 24" wide, with a 1/8" continuous quirk around edges and a 4" back splash. Electrical: four dedicated 110V, 20 amp circuits terminating in standard quadraplex outlets, mounted above the counter</p>
<p>Litigation Support Room</p>	<p>400</p>	<p>* Standard office space build out and finishes; no additional HVAC * Flooring: vinyl tile Electrical: special requirements to be determined by USAO / EOUSA based on equipment</p>
<p>Shared Printer Station</p>	<p>6 each</p>	<p>* Standard office build out *</p>

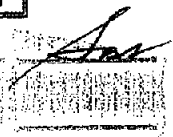
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Mail Processing Room	150	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; vapor barrier (in ceiling also). See EOUSA Master Specifications for additional safety and ventilation requirements</p> <p>Option: Provide plastic laminate work surface with matching plastic laminate storage shelving below</p> <p>Electrical: two dedicated 110V, 20 amp circuits terminating in standard quadruplex outlets, mounted above the counter</p>
Supply Room (Headquarters and Branch Offices)	150 - 300	<p>Flooring: vinyl tile</p> <p>Walls: two coats semi-gloss paint, color to be chosen by the USAO</p>
Bulk Supply / Equipment / Furniture Storage	500 - 750	<p>Flooring: vinyl tile</p> <p>Walls: two coats semi-gloss paint, color to be chosen by the USAO</p>
Telephone Room	250 (must be within USAO secured space)	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork; vapor barrier (also in ceiling); two 4' X 8' sheets of 3/4" fire-rated plywood to be installed on two walls - one for the telephone system, the other for the security system; two coats semi-gloss paint, color to be chosen by the USAO</p> <p>Flooring: vinyl tile</p> <p>HVAC: same as ADP Room (to be shared with ADP room whenever possible); 7,500 BTU capacity minimum, with the potential for an additional 5,000 BTUs</p>

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		<p>Electrical: telephone system - 2 110V, dedicated, clean ground circuits and 2 110V regular circuits terminating in a standard duplex outlet (requirements may vary depending on office and equipment size); security system – see EOUSA Master Specifications for requirements. Rooms must be provided with electrical ground bars to be located near the equipment racks. If possible, a dedicated breaker panel, with room for expansion, should be provided to accommodate equipment in the ADP and telephone rooms</p> <p>Cabling: cabling between floors to be through a minimum of two 4" diameter coreholes drilled in floor; cables in and out of telephone room must be in a minimum of two 4" cable trays or conduit/pathways</p> <p>Security Lock: cypher lock</p>
<p>Break Room (1 per office location)</p>	<p>200 - 300</p>	<p>Walls: slab to slab STC 45, STC rating not to be compromised by ductwork;</p> <p>Flooring: vinyl tile</p> <p>Fixtures: 18" X 24" ADA compatible stainless steel sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; garbage disposal; full size refrigerator, and/or microwave shall be supplied by the USAO; 6 linear feet (including sink base) of base cabinets with</p>

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		<p>matching wall cabinets, except above sink base; base cabinets to have 6 linear feet of plastic laminate counter top with integral splash block; dedicated 110V, 20 amp GFI circuit for a microwave Electrical: one GFI 110V, 20 amp circuit terminating in a standard quadraplex electrical outlet to be mounted above the counter</p>
<p>Coffee Nook (open area - one per floor, not on same floor as the break room)</p>	60	<p>* Standard office build out and finishes * Fixtures: 14" X 14" ADA compatible stainless steel bar sink with water supply and waste line mounted in a finished wooden kitchen sink base cabinet; base cabinets to have 4 to 6 linear feet of plastic laminate counter top and matching wall cabinets with integral splash block Electrical: one GFI 110V, 20 amp circuit terminating in a standard quadraplex electrical outlet to be mounted above the counter</p>
<p>Coat Closet (max. one per floor)</p>	10 each	<p>Optional: to have wooden shelf and rod, hollow core wood doors with wood jamb, stained to match the office doors.</p>

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Chapter IV - Physical Security Standards

Access Control

Access control systems will be installed when deemed necessary by the Executive Office for United States Attorneys (EOUSA), Security Programs Staff (SPS). Mechanical devices and physical infrastructure required to support the electronic security system will be specified and funded by EOUSA/FASS. The actual electronic security components will be specified and funded by EOUSA/SPS, and installed and monitored by a contractor to be determined by EOUSA/SPS. When used, they will meet all specifications of UL Standard 294 and will be proprietary in nature.

Access System: shall be of either the card access control, or the electronic keypad and combination lock type.

Access Cards: shall be of either the proximity, or the swipe type.

Reportable Events: the system will create a permanent record of all alarms and operator acknowledgment on hard disk and will show type, time of alarm and location. System will be password protected

Intrusion Detection System:

Alarm Panel: The alarm monitoring control panel shall incorporate, at a minimum the following:

- Visual and audible annunciations of an alarm condition. A means of silencing the audible portion of any single zone without affecting all of the other zones is required.
- The system shall have a test capability to test all zones at once in addition to a switch to reset one or all zones at one time depending on alarm condition.
- The sensor lines must be supervised by end-of-line termination resistors, supervisory packages or other modes to detect both opens and shorts on the signal line.
- The alarm monitoring control panel must operate on 110 VAC primary service power and have rechargeable battery standby in the event of service power failure.

Alarm Arm/Disarm Control Unit: alarm control units (system configuration will provide for 24/7 operation) and the protected area end-of-line supervision controls must be physically located within the secured perimeter of the area which the alarms are protecting or in an area that is similarly protected.

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Glass Break Sensors: a tuned device sensitive to the frequency patterns in the DC to 500 Hz range produced when glass is broken, each sensor shall protect a 4 foot by 8 foot glass area.

Balanced Magnetic Switch: the switch assembly shall be usable for interior or exterior surfaces. The switch assembly shall provide an alarm signal if an external magnet is used in an attempt to defeat the switch. An alarm will be initiated upon increase, decrease or attempted substitution of a magnetic field applied to the switch when in the normal secured position.

Passive Infrared Motion Detectors: single, self contained unit.

The passive infrared sensors must detect and respond to a rapid change in the infrared energy in the protected space and must automatically recognize and compensate for changes in the background level and emissivity.

The nominal range shall be 50 feet at four feet sensor height.

The sensor must detect and alarm to a background differential of one degree centigrade (or less) and to an intruder moving as slowly as one tenth foot per second.

The passive infrared device must contain a tamper switch to alarm automatically when the cover is removed. The device shall incorporate features to allow emergency standby power for a minimum of eight hours.

Duress System: Systems may be of Radio Frequency or Ultrasonic type; Systems may be either hard wired or portable as needed.

Video Equipment (CCIV): Camera surveillance equipment will be installed whenever deemed necessary by the Executive Office for U.S. Attorneys Security Programs Staff.

Cameras will be capable of monitoring both normal and low light situations. Solid state, color camera with power supplies capable of accepting wither 120 VAC, 24 VAC or 12 VDC. Resolution will be minimum horizontal 350 lines.

Monitors: Monitors may be color desktop or Dual Rack Mount. All monitors must produce a sharp, high resolution picture of exceptional clarity. The horizontal resolution must be 600 to 700 lines at center. The monitor will have a power source of 120V AC.

Camera Lenses: May include fixed or motorized zoom type with automatic iris.

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Attachment #2:
United States Attorney's Office
Design Guide

D-13

Typical Single Interior Door for IDF (Independent Distribution Frame) Room:

- 1-3/4" x 3'-0" x 6'-8" min. single louvered hollow wood door w/ metal frame.
- Simplex L1000 (MODEL 1021) w/key override.
- Mechanical door closer, LCN 4040 series.
- Floor mounted stop.

D-14

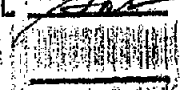
Typical Single Interior Door for Electrical Closet:

- 1-3/4" x 3'-0" x 6'-8" min. single solid core door w/ metal frame.
- Building standard lockset.
- (1) Floor mounted stop and (4) door silencers.

ROOM FINISH SCHEDULE CONT.															
ROOM TITLE OR AREA DESIGNATION	FLOOR					BASE		WALLS			WINDOW TREATMENTS	SPECIFICATIONS			
	CARPET	CERAMIC TILE	VCT STATIC RESISTANT VCT	CONCRETE	RAISED FLOOR	CARPET BORDER	WOOD	VINYL	VINYL WALL COVERING	PAINT	CHAIR RAIL BUILDING STANDARD	DRAPERY BLACKOUT LINING OR SHADES	DOOR / WINDOW TYPE	WALL TYPE	USABLE SQUARE FEET
ADP / TELE. ROOM (Large location)			•		•					•			D-04b	WT-04	200 400 550
ADP / TELE. ROOM (Small location)			•		•					•			D-04b	WT-04	150 - 350
ADP WORKROOM (Adjacent to ADP / TELE. room)			•							•			D-11	WT-05	150 - 200
IDF ROOM			•							•			D-13	WT-03	150

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Attachment #2:
United States Attorney's Office
Design Guide

HVAC

ADP (Computer) / Main Telephone Room

- Room shall be provided with a separate (independent) air conditioning unit with temperature and humidity control sufficient to maintain a 24-hour temperature of no more than 75 degrees and a maximum humidity of 45-50 percent. If possible, the unit shall be mounted in the ceiling above the entry door to the ADP room. The air conditioning unit shall be able to handle heat output of 7,500 BTUs per hour for small (200 sf), 12,000 for medium (400 sf), and 24,000 for large (550 sf) computer rooms.
- Main Telephone Equipment shall be allotted a minimum of 150 square feet, or as installed equipment requires, and located within the ADP Room. The ADP Room and the Telephone Room shall share the same independent HVAC system. If this is not possible, then provide an independent air conditioning unit sufficient to maintain a 24-hour temperature of no more than 75 degrees and maximum humidity of 45-50 percent within the room. The air conditioning unit shall be able to handle heat output of 5,000 BTUs per hour.

ELECTRICAL

Standard Office

- One 20amp/110-120 volt, general purpose, dedicated, color-coded duplex electrical outlet on one wall (for computers and printers). This outlet must be connected to a clean isolated ground dedicated circuit, with a maximum of four such outlets per clean isolated ground circuit.
- One 20 amp/110 volt, NEMA 5-20R, three wire, single-phase quadruplex outlet.
- One standard 2-plug Telephone/Data outlet located next to the dedicated outlet on one wall, and one 2-plug Telephone/Data outlet on an opposite wall, with ½" EMT provided from the box to just above the ceiling for data and telephone wiring (to be provided by EOUSA contractors).
- One 20 amp/110 volt, NEMA 5-20R, three wire, single-phase duplex electrical on each of the remaining walls.


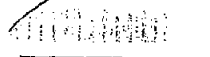
Break Room

- Break rooms should be provided with two Ground Fault Interrupt (G.F.I.) quadruplex outlets mounted above the counter top.
- One standard Telephone outlet.
- Provide enough power to accommodate a microwave, coffee maker and / or a refrigerator.

Telephone and Computer Cabling - The Lessor/GSA shall provide junction boxes, pull strings, and conduit stub with pull strings above all ceiling areas unless within the USAO secured perimeter. The USAO requires that all horizontal cabling or cabling that has to go out from the computer room (the Demarc) to USA telephones, computer equipment or security equipment must be within sealed conduit if it travels outside of USA controlled space or through public areas. For stacked, multiple floor projects, USAO requires at least two risers between floors - one for computer/telephone cabling, the other for security cabling (security system wiring cannot share the same EMT as computer/telephone cabling.) Provide junction boxes at points of distribution. All Telephone and Computer Cabling is to be done under a separate contract by an EOUSA approved/hired contractor. Generally, all cabling will be done after the space is accepted.


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Attachment #2:
United States Attorney's Office
Design Guide

ADP (Computer) / Main Telephone Room

- Install a minimum of (5) 20 amp/120 volt, clean ground, dedicated, quadruplex outlets. For an ADP room located in a headquarters office, (1) quadruplex outlet must have a Nema 5-20P plug to support the SU2200NET uninterrupted power systems (UPS).
- (1) One electrical outlet for the VOIP-PBX Phone system:

- APC 2200XL 110V, 20amp, NEMA 5-20P
- Install a 4'w x 4'h, 3/4" sheet of fire rated plywood (painted white) mounted on the wall of the room, 4'-0" A.F.F., securely anchored to the studs (location to be determined by EOUSA). Additional plywood panels or entire plywood walls shall be installed as required, as determined by EOUSA.
- If Office Automation determines that all data cabling cannot be run to the ADP room due to distance issues, an Intermediate Distribution Frame (IDF) or supplemental computer room shall be utilized. The room must be located within United States Attorney Offices controlled space, be a minimum of 75-100 square feet and have vinyl, static resistant flooring. The location of the IDF shall be determined by EOUSA. At least (1) 20 amp/120 volt, clean ground, dedicated, quadruplex shall be installed. It is preferable that all data rooms be stacked on top of one another. If an IDF is used, the General Contractor shall provide conduit (and cores) between the ADP and IDF rooms if the cabling passes outside of the USAO.
- In headquarters and branch offices with over 25 employees, a raised flooring system may be installed for effective cable management.
- ADP room outlets are required to have isolated ground wires to be considered "isolated clean grounded outlets." Dedicated circuits are to have ground wiring from the panel to the outlet by a separate ground wire, use of the outlet's junction box or conduits for grounding at the ADP Room is not allowed.

Notes:

- The local Systems Manager, Office Automation and Facilities must be consulted before the beginning of any project to determine the total number of circuits needed, as well as any other electrical, telephone, or equipment requirements.
- All Computer Racks must be grounded.
- ADP rooms may require as many as three (3) 2" to 4" diameter Core-Drills and sleeves for Telephone, Data and Security cabling, depending on their location.

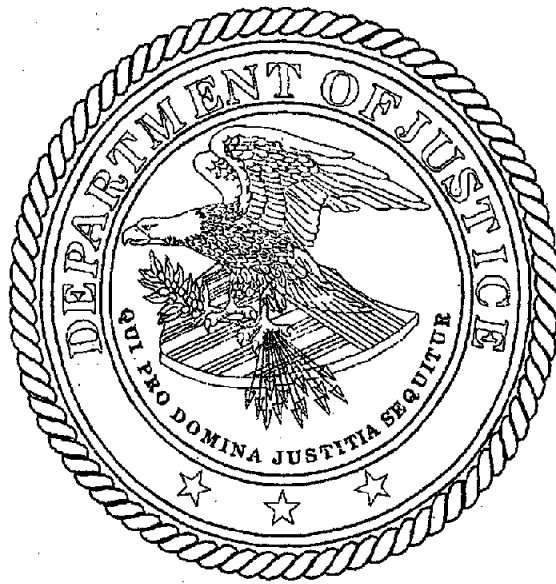
Main Telephone Room (Within ADP Room)

- Provide (4) 20 amp/120 volt, clean ground, dedicated, quadruplex outlets and (1) 220V electrical outlet.
- Install an 8'w x 4'h, 3/4" sheet of fire rated plywood (painted white) mounted on the wall, 3'-0" A.F.F. (or as indicated on dwgs.), securely anchored to the studs (location to be determined by EOUSA).

IDF Room

- Provide one 20 amp/110 volt, NEMA 5-20R, three wire, single-phase duplex outlet on a dedicated circuit.

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Sensitive Compartment Information Facility – Equivalent Room General Specification	
Executive Office for United States Attorneys	Updated: July 2008

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Door Types	6
Wall Type	7

This document is intended to serve as a guide for developing design and construction documents for all United States Attorney's Offices. It is the responsibility of the local Project Architect, Engineer and/or General Contactor to interpret the specifications stated herein and to adapt and modify them as required, complying with all local codes and construction methods. Not all information specified herein will necessarily apply to all projects.

If any information contained within this document is deemed outdated or inaccurate, please contact Facilities, Acquisition and Support Services (FASS) at:

Bicentennial Building
600 E Street NW, Room 2400
Washington, DC 20530

Tel. 202.616.6425
Fax. 202.616.6651

General Note:

All corridors within US Attorney controlled space shall be a minimum of 5'-0" wide.

Useful Websites	
US Attorney Website	http://www.usdoj.gov/usao/
USAO Design Guide Ask for revised PDF	http://www.usdoj.gov/usao/eousa/foia_reading_room/usam/title3/usa00158.htm
Von Duprin Hardware	http://www.vonduprin.com/
Simplex Hardware	http://www.kaba-ilco.com/
Ballistic Window & Drs	http://shotgard.com/ http://www.armortex.com/products.html
Antennas	http://www.tripointglobal.com/antennas/data_sheets/76-1-12ro.pdf
X-Ray Security Screening System	http://www.dsxray.com/Linescan.asp?ProductCode=LS215
Walkthrough Metal Detection System	http://www.controlscreening.com/checkgate9000.html
Air Purification System	http://www.strionair.com/
Hirsch Back Boxes	http://www.hirschelectronics.com/
In-Duct View Port	http://www.mcgillairflow.com/textDocs/accessDoors/ad_hinged.htm
Metal Mesh	http://amico-grating.com/regular-expanded-metal.htm

LESSOR INITIAL

GOV'T INITIAL



Sensitive Compartment Information Facility – Equivalent Room General Specification
Executive Office for United States Attorneys Updated: July 2008

Sensitive Compartmented Information Facility (SCIF)

General Description

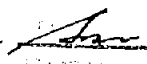
- A SCIF is a JMD (Justice Management Division) and CIA (Central Intelligence Agency) accredited area, room, group of rooms, buildings, or installation where sensitive compartmented information (SCI) may be stored, used, discussed, and/or electronically processed. The physical security protection for a SCIF is intended to prevent as well as detect visual, acoustical, technical, and physical access by unauthorized persons. US Attorney office SCIFs should preferably be located in the central interior spaces of the US Attorney's office suites, and away from adjacent public spaces such as corridors, halls, lobbies, atriums, building shafts, and building exterior walls.

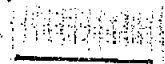
Wall and Door Types

- Install wall type WT-06 and door type D-05.
- Walls must be taped, finished and painted slab to slab (true floor slab to true underside of the slab above) with any and all wall penetrations from HVAC, pipes, wires, conduit etc... sealed, painted below ceiling and primed above the dropped ceiling and below raised floors (if any where applicable) on both, the Threat and the Secure sides. Walls must consist of sheetrock on each side of the studs, sound insulation for an STC 45 rating, finished and painted. Prime partition surfaces below raised floors and above drop ceilings in spaces larger than 10" height to help provide visual evidence of unauthorized penetration attempts into the SCIF from below raised floor or above the drop ceiling.
- For areas where slab-to-slab construction is not possible (i.e. double height - future court room space), a slab-to-cap construction will be allowed with a waiver from SPS. The cap shall consist of framed construction with 5/8" Gypsum Wallboard (both sides). The Cap shall be taped, finished and painted on both sides. Where a Cap is used, access shall be provided from the outside perimeter of the SCIF to allow for adequate inspection of the entire exterior portion of the SCIF Cap. Simply removing ceiling tiles from an adjacent space with visual access to the top of the Cap is acceptable.

Finishes

- If carpeting is to be installed new, carpeting shall be of tufted construction, cut pile texture, made of 100% DUPONT Atron Legacy BCF Nylon with DuraTech (or equivalent), static controlled and soil resistant fiber. Yarn to be 2 ply with a face weight of 38 ounces per square yard, with a 10-year warranty on wear. Color is to be chosen by the USAO. Carpet shall have factory bonded padding. Padding shall be, non-plasticized, micro cellular backing, with a face weight of 16 ounces per square yard, a density of 14 lbs. per cubic foot, and a thickness of .100 inches (such as Dow Plastics "Enhancer", Classification II (Heavy Use)). If space is existing, carpet should match existing.
- If the SCIF room floor uses a raised floor system, carpet tiles must be installed to allow floor tiles to be lifted.
- All windows (if applicable) must be equipped with mini-blinds, blackout lining (to prohibit visual surveillance) and sound deadening drapes (to achieve an STC 45 rating).
- All walls shall be painted with a minimum of one prime coat and two finish coats unless otherwise indicated. Color and finish to be chosen by the local USAO office, and approved by EOUSA.

LESSOR INITIAL 

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Sensitive Compartment Information Facility – Equivalent Room
General Specification

Executive Office for United States Attorneys

Updated: July 2008

HVAC

- All vents, air ducts, or other similar wall penetrations greater than (10"x10") 96 square inches must be protected by either 1/2" diameter steel bars welded horizontally and vertically at a maximum of 6" on center or with 9 gauge expanded metal at the location of the duct penetration in to the SCIF's plenum space. Ducts and vents (regardless of size) must be treated for sound attenuation with commercial sound baffles to achieve an STC 45. Provide underside secure viewing ports into all ductwork greater than 96 square inches entering the SCIF. Viewing ports are not to be installed further than 18" from the perimeter wall to allow viewing of the sound baffles / bars when the viewing port is opened. If the viewing port cannot be installed within the SCIF, it may be installed on the threat side of the wall with prior approval from the EOUSA. The viewing port must be able to be locked securely and accessible only to SCIF accredited personnel when an application is implemented (outside the SCIF). In some cases where HVAC ducts run under raised floors of 10" height or more, the viewing ports are to be installed on top of the ducts, so ports can be opened when a raised floor tile is lifted.
- All HVAC joints/connections shall be adequately taped to provide visual evidence of unauthorized penetration attempts.
- All Metal piping entering and exiting the SCIF shall be insulated and sealed at the wall penetration to prevent sound attenuation and transmission. Large pipes may be boxed in with drywall.

In-Duct View Ports

- By "McGill Airflow Corporation." Maximum size to be pre-fabricated 10"x10" Hinged/Latched Access Door. Locate for unobstructed viewing of the Mesh / bars at the perimeter. See pg. 27 HVAC.
- Field or shop fabricated, hinged, latched and airtight (gasketed) access doors are acceptable.

Electrical

- All outlets and gang boxes for telephone and data drops must be located in one area of the room for newly built-out SCIF space - these outlets and boxes must have secure conduit from this point back to the communications closet, electrical panel, or ADP room and should be a pure run. If a junction box is required, this box must be a secure (screw down) junction box. All power provided must be clean and on dedicated circuits.
- Wiring for thermostats and light switches does not have to be dedicated or housed within it's own conduit.
- Fire alarm strobes are authorized provided there are no enunciators (which allow the potential for two-way communication). PA speakers are also not allowed within a SCIF since they can also be used for two way communications.
- All wiring entering into the SCIF shall come through (2) common openings - (for newly built space) one for secure wiring and the other for non-secure wiring. Secure wiring shall consist of all Classified Network Tele/Data cabling and must be located 3' from the non-secure wiring penetration.
- Install two dedicated, isolated, clean ground duplex outlets in the SCIF see diagram below
- Secure tele/data jacks shall be located at least 3' from non-secure jacks.
- All wiring shall be marked and identified with their origin, destination, and purpose. Tape markers are appropriate. This is to be done by EOUSA's data/telephone/security cablers.

Security

- Install a 4' X 4' sheet of 3/4" fire rated painted plywood on the wall specified (should be installed on the most secure wall, 4'-0" AFF, allowing for safe/filing cabinets to be located underneath it). This will be utilized to mount security equipment on. Provide a dedicated, isolated ground quadruplex outlet and a single dedicated, isolated ground circuit terminating in a gang box, attached to the 4'X4' plywood sheet. If available, electrical circuits shall be connected to the building's emergency power system. Also, provide a gang box (mounted on the plywood sheet), with conduit and pull string back to the ADP room. All wiring into and out of the SCIF must be in secured conduit from the point they leave the room until the point they reach the communications closet, electrical panel, or ADP room.



Sensitive Compartment Information Facility - Equivalent Room

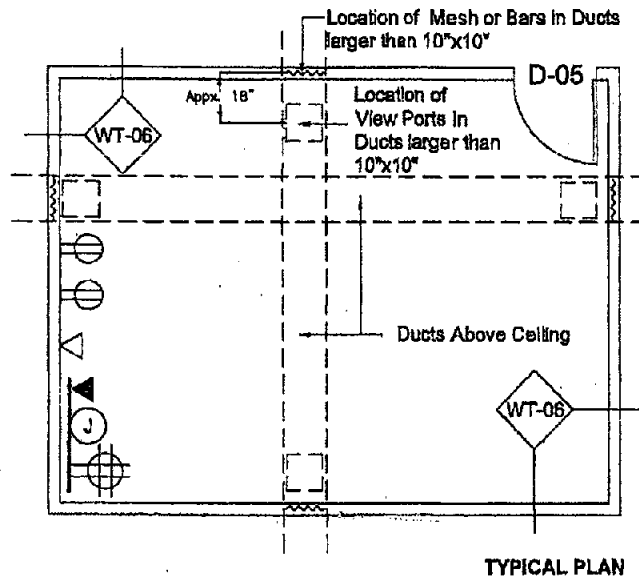
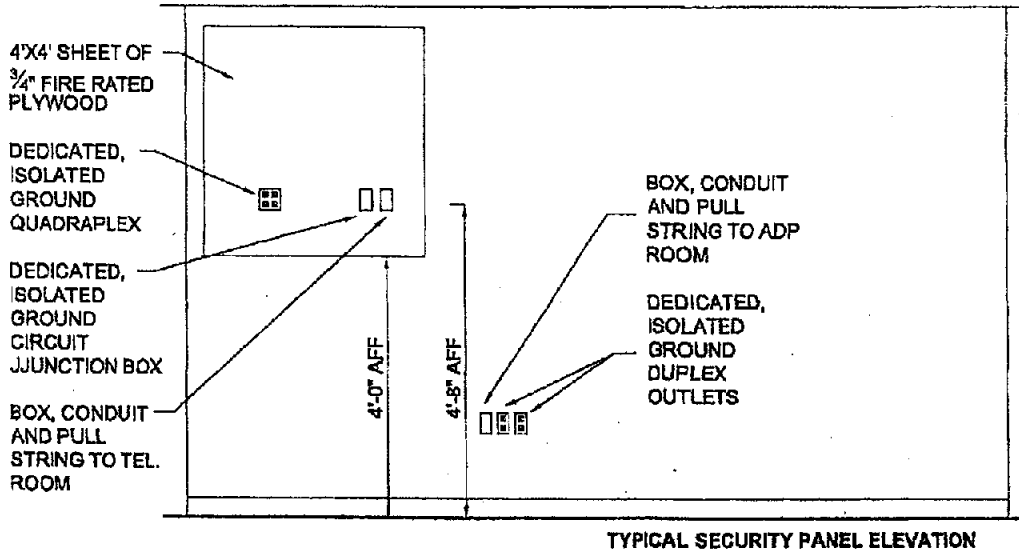
General Specification

Executive Office for United States Attorneys

Updated: July 2008

Note:

- See link <http://www.usa.doj.gov/staffs/sp/information.html> for additional information on SCI and SCIF



General Notes:

- STC 45 ratings must not be compromised by ductworks and/or other penetrations.
- All voids, cracks and joints around frames, jambs, ducts and outlets must be filled with insulation and sealed with spackling and/or caulking and painted / primed over.



Sensitive Compartment Information Facility – Equivalent Room
 General Specifications
 Executive Office for United States Attorneys Updated: July 2008

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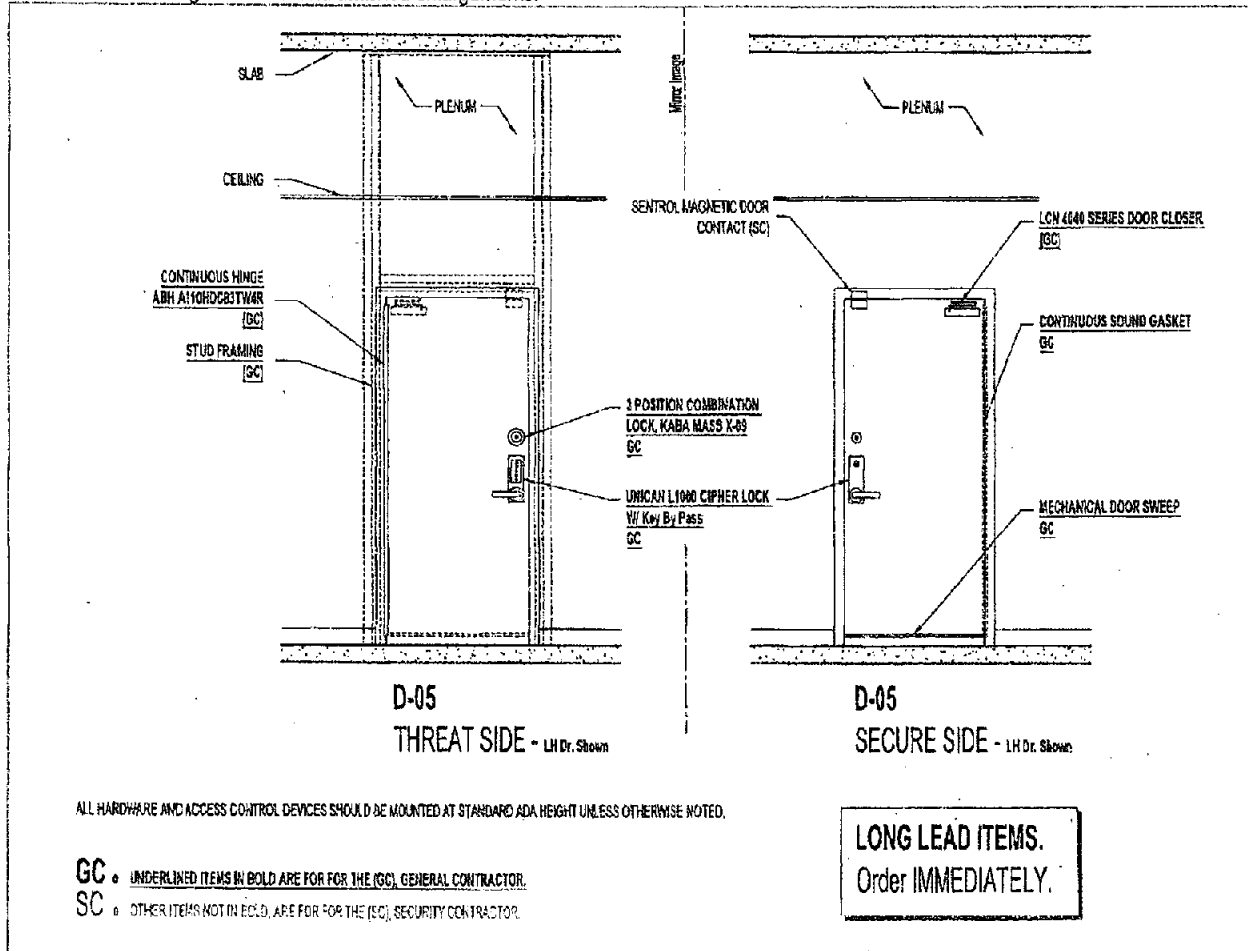
DOOR TYPES

D-05

SCIF (Sensitive Compartmented Information Facility) Door:

- 1-3/4" x 3'-0" x 6'-8" min. single solid wood or metal clad door with no windows or vents, and a welded metal frame. Door and frame are to be prepped at the factory for the hardware listed below.
- GSA approved 3 position combination deadbolt lock, such as a Kaba Mass X-09 for in-Swing doors with part number CDX-09 (or X-09 High Security Pedestrian Exit Device on out-Swings.)
- Mechanical door closer, LCN 4040 series, installed secure side.
- Continuous hinge, ABH model A110HDC (HINGE LENGTH: 83/85/95/120)
- Door and Frame to receive surface mounted magnetic door contacts, Sentrol 2507AH high security on non-hinge side of door. Door contacts furnished and installed by Security Contractor.
- Simplex L1000 (MODEL 1021) w/key override.
- Mechanical door sweep and continuous screw-on metal and rubber sound gasket, around entire door frame, to achieve an STC 45.
- (1) Floor mounted stop.

See Diagram Below and attached enlargements.



Sensitive Compartmented Information Facility – Equivalent Room
 General Secretariat
 Executive Office for United States Attorneys
 Updated: July 2008

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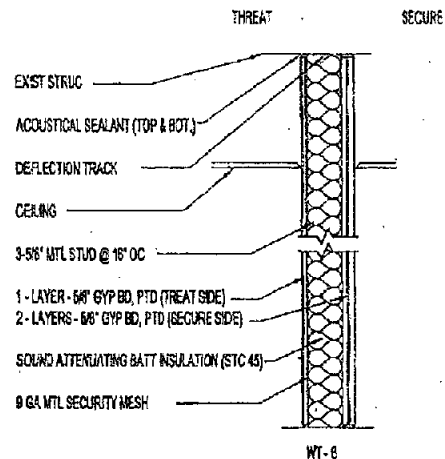
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WALL TYPES

WT-06

SCIF (Sensitive Compartmented Information Facility) Wall:

- Minimum 3-5/8" 22 gauge Stud
- 9 Gauge AMICO 1.5-9F Medium Security Mesh (Threat Side)
- Sound battling w/STC 45 sound level rating
- Minimum 5/8" Gypsum Wallboard
(1-Layer of Gyp BD on Threat side)
(2-Layers of Gyp BD on Secure side. Stagger Gyp BD to prevent continuous seems)



General Wall Notes

1. All Partitions shall be taped, bedded, and finished to a smooth wall texture, painted with one prime coat and one finish coat.
2. To minimize sound transmission through a wall, outlets should not be placed back to back.
3. If the existing perimeter walls are slab-to-slab Concrete Masonry Unit (CMU) walls, then wire mesh construction is not necessary.
4. Perimeter partitions of the United States Attorney's Office (USAO) projects, inside courthouses, will not require the Security Mesh in Wall Type WT-1, due to the adequate security systems and 24Hr. security personnel, in the courthouse building.
5. Two hour fire-rated partitions surrounding fire stairs, vertical chases and elevator shafts that are also suite perimeter walls must be upgraded to meet WT-01 requirements by adding furring strips, wire mesh slab-to-slab and one layer Gypsum board.



Sensitive Compartment Information Facility – Equivalent Room

General Specification

Executive Office for United States Attorneys

Updated: July 2008

Attachment #2:
United States Attorney's Office
Design Guide

D-13

Typical Single Interior Door for IDF (Independent Distribution Frame) Room:

- 1-3/4" x 3'-0" x 6'-8" min. single louvered hollow wood door w/ metal frame.
- Simplex L1000 (MODEL 1021) w/key override.
- Mechanical door closer, LCN 4040 series.
- Floor mounted stop.

D-14

Typical Single Interior Door for Electrical Closet:

- 1-3/4" x 3'-0" x 6'-8" min. single solid core door w/ metal frame.
- Building standard lockset.
- (1) Floor mounted stop and (4) door silencers.

ROOM FINISH SCHEDULE CONT.																	
ROOM TITLE OR AREA DESIGNATION	FLOOR						BASE		WALLS			WINDOW TREATMENTS	SPECIFICATIONS				
	CARPET	CERAMIC TILE	VCT	STATIC RESISTANT VCT	CONCRETE	RAISED FLOOR	CARPET BORDER	WOOD	VINYL	VINYL WALL COVERING	PAINT	CHAIR RAIL	BUILDING STANDARD	DRAPERY	BLACKOUT LINING OR SHADES	DOOR / WINDOW TYPE	WALL TYPE
ADP / TELE. ROOM (Large location)				•		•			•		•				D-04b	WT-04	200 400 550
ADP / TELE. ROOM (Small location)				•		•			•		•				D-04b	WT-04	150 - 350
ADP WORKROOM (Adjacent to ADP / TELE. room)				•					•		•				D-11	WT-05	150 - 200
IDF ROOM				•					•		•				D-13	WT-03	150

Attachment #2:
United States Attorney's Office
Design Guide

HVAC

ADP (Computer) / Main Telephone Room

- Room shall be provided with a separate (independent) air conditioning unit with temperature and humidity control sufficient to maintain a 24-hour temperature of no more than 75 degrees and a maximum humidity of 45-50 percent. If possible, the unit shall be mounted in the ceiling above the entry door to the ADP room. The air conditioning unit shall be able to handle heat output of 7,500 BTUs per hour for small (200 sf), 12,000 for medium (400 sf), and 24,000 for large (550 sf) computer rooms.
- Main Telephone Equipment shall be allotted a minimum of 150 square feet, or as installed equipment requires, and located within the ADP Room. The ADP Room and the Telephone Room shall share the same independent HVAC system. If this is not possible, then provide an independent air conditioning unit sufficient to maintain a 24-hour temperature of no more than 75 degrees and maximum humidity of 45-50 percent within the room. The air conditioning unit shall be able to handle heat output of 5,000 BTUs per hour.

ELECTRICAL

Standard Office

- One 20amp/110-120 volt, general purpose, dedicated, color-coded duplex electrical outlet on one wall (for computers and printers). This outlet must be connected to a clean isolated ground dedicated circuit, with a maximum of four such outlets per clean isolated ground circuit.
- One 20 amp/110 volt, NEMA 5-20R, three wire, single-phase quadruplex outlet.
- One standard 2-plug Telephone/Data outlet located next to the dedicated outlet on one wall, and one 2-plug Telephone/Data outlet on an opposite wall, with ½" EMT provided from the box to just above the ceiling for data and telephone wiring (to be provided by EOUSA contractors).
- One 20 amp/110 volt, NEMA 5-20R, three wire, single-phase duplex electrical on each of the remaining walls.


Break Room

- Break rooms should be provided with two Ground Fault Interrupt (G.F.I.) quadruplex outlets mounted above the counter top.
- One standard Telephone outlet.
- Provide enough power to accommodate a microwave, coffee maker and / or a refrigerator.

Telephone and Computer Cabling - The Lessor/GSA shall provide junction boxes, pull strings, and conduit stub with pull strings above all ceiling areas unless within the USAO secured perimeter. The USAO requires that all horizontal cabling or cabling that has to go out from the computer room (the Demarc) to USA telephones, computer equipment or security equipment must be within sealed conduit if it travels outside of USA controlled space or through public areas. For stacked, multiple floor projects, USAO requires at least two risers between floors - one for computer/telephone cabling, the other for security cabling (security system wiring cannot share the same EMT as computer/telephone cabling.) Provide junction boxes at points of distribution. All Telephone and Computer Cabling is to be done under a separate contract by an EOUSA approved/hired contractor. Generally, all cabling will be done after the space is accepted.

Attachment #2:
United States Attorney's Office
Design Guide

ADP (Computer) / Main Telephone Room

- Install a minimum of (5) 20 amp/120 volt, clean ground, dedicated, quadruplex outlets. For an ADP room located in a headquarters office, (1) quadruplex outlet must have a Nema 5-20P plug to support the SU2200NET uninterruptible power systems (UPS).
- (1) One electrical outlet for the VOIP-PBX Phone system:

- APC 2200XL 110V, 20amp, NEMA 5-20P
- Install a 4'w x 4'h, 3/4" sheet of fire rated plywood (painted white) mounted on the wall of the room, 4'-0" A.F.F., securely anchored to the studs (location to be determined by EOUSA). Additional plywood panels or entire plywood walls shall be installed as required, as determined by EOUSA.
- If Office Automation determines that all data cabling cannot be run to the ADP room due to distance issues, an Intermediate Distribution Frame (IDF) or supplemental computer room shall be utilized. The room must be located within United States Attorney Offices controlled space, be a minimum of 75-100 square feet and have vinyl, static resistant flooring. The location of the IDF shall be determined by EOUSA. At least (1) 20 amp/120 volt, clean ground, dedicated, quadruplex shall be installed. It is preferable that all data rooms be stacked on top of one another. If an IDF is used, the General Contractor shall provide conduit (and cores) between the ADP and IDF rooms if the cabling passes outside of the USAO.
- In headquarters and branch offices with over 25 employees, a raised flooring system may be installed for effective cable management.
- ADP room outlets are required to have isolated ground wires to be considered "isolated clean grounded outlets." Dedicated circuits are to have ground wiring from the panel to the outlet by a separate ground wire, use of the outlet's junction box or conduits for grounding at the ADP Room is not allowed.

Notes:

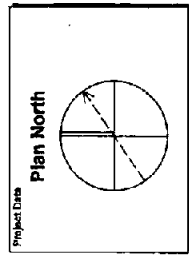
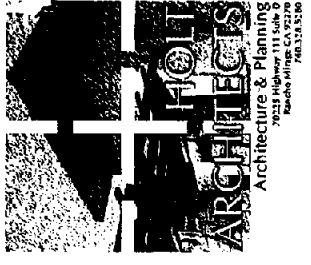
- The local Systems Manager, Office Automation and Facilities must be consulted before the beginning of any project to determine the total number of circuits needed, as well as any other electrical, telephone, or equipment requirements.
- All Computer Racks must be grounded.
- ADP rooms may require as many as three (3) 2" to 4" diameter Core-Drills and sleeves for Telephone, Data and Security cabling, depending on their location.

Main Telephone Room (Within ADP Room)

- Provide (4) 20 amp/120 volt, clean ground, dedicated, quadruplex outlets and (1) 220V electrical outlet.
- Install an 8'w x 4'h, 3/4" sheet of fire rated plywood (painted white) mounted on the wall, 3'-0" A.F.F. (or as indicated on dwgs.), securely anchored to the studs (location to be determined by EOUSA).

IDF Room

- Provide one 20 amp/110 volt, NEMA 5-20R, three wire, single-phase duplex outlet on a dedicated circuit.



Proposal for
U.S. Attorney's Office
 GSA Public Buildings Service

Riverside Centre
2nd Floor
 3403 Tenth Street
 Riverside, CA, 92501

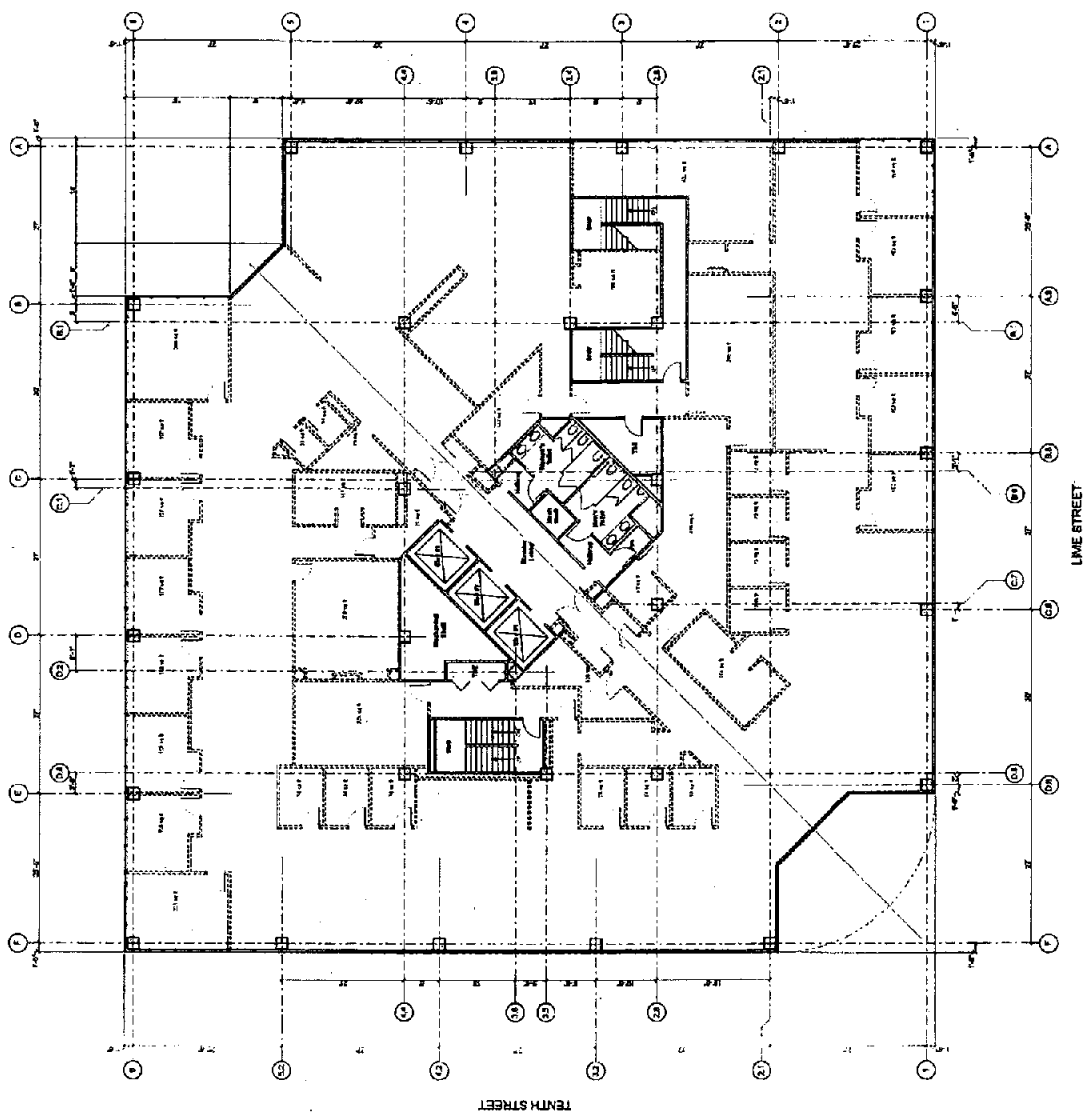
County of Riverside
 Economic Development Agency

Project Number: RVC 008
 Date: 02/08/09
 Scale: 1/8" = 1'-0"

2nd Level
Existing Plan

PA101
 Schematic Design

Exhibit A



LESSOR INITIAL _____
 GOV'T INITIAL _____

1 EXISTING 2ND FLOOR PLAN
 SCALE: 1/8" = 1'-0"

Page 1 of 1

STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
	46	52.219-8	Utilization of Small Business Concerns (MAY 2004) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

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

INITIALS: _____ & _____
LESSOR GOVERNMENT