

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

8/14/13

LEASE NO.

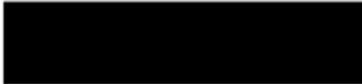
GS-02B-19196

BUILDING NO.

VI4035ZZ

THIS LEASE, made and entered into this date by and between **VIN & TONI HOOVER PROPERTY MANAGEMENT, LLC**

whose address is:



and whose interest in the property hereinafter described is that of owner herein after called the Lessor

and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

Witnesseth: the parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

- 1. The Lessor hereby leases to the Government the following described premises:

A total of 12,770 rentable square feet (RSF), yielding 11,885 ANSI/BOMA office area square feet (ABOA) of office and related space located on the second floor of a new building known and designated as **Citizenship and Immigration Services** located at **19F REM ESTATE SMITH BAY, ST. THOMAS, U.S. VIRGIN ISLANDS, 00804** (EXHIBIT A): Parcel No. 1-3 East End Quarter as shown on PWD No. D97832-T006, as shown on the demising floor plans labeled as EXHIBIT B, (the "Premises"), to be used for such purposes as determined by the General Services Administration.

- 2. The Government shall pay the Lessor annual rent of:

SEE PARAGRAPH 10 OF THE RIDER

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

VIN & TONI HOOVER PROPERTY MANAGEMENT, LLC



- 3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

SEE PARAGRAPH 8 OF THE RIDER

- 4. The Government may terminate this lease:

SEE PARAGRAPH 9 OF THE RIDER

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

LESSOR: **VIN & TONI HOOVER PROPERTY MANAGEMENT, LLC**

BY:

(Signature)

(Signature)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY:

(Signature)

Lease Contracting Officer
(Official Title)

5. COMMISSION AND COMMISSION CREDIT

The Lessor and the Broker have agreed to a cooperating lease commission of **5.0%** of the firm term value of this lease. The total amount of the commission is **\$316,378.03**. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego **40.0%** of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is **\$126,551.21**. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 11 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment **\$52,729.67** minus prorated Commission Credit of **\$31,637.80** equals **\$21,091.87** adjusted First Month's Rent.

Second Month's Rental Payment **\$52,729.67** minus prorated Commission Credit of **\$31,637.80** equals **\$21,091.87** adjusted Second Month's Rent.

Third Month's Rental Payment **\$52,729.67** minus prorated Commission Credit of **\$31,637.80** equals **\$21,091.87** adjusted Third Month's Rent.

Fourth Month's Rental Payment **\$52,729.67** minus prorated Commission Credit of **\$31,637.81** equals **\$21,091.86** adjusted Fourth Month's Rent.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

SEE RIDER TO THE LEASE

7. The following are attached hereto and made part of:

- 1) Lease Rider, containing paragraphs 9 through 29;
- 2) Section 1.0, SUMMARY, paragraphs 1.1, 1.2, 1.5, 1.6, 1.9, and 1.11 through 1.13;
- 3) Section 2.0, AWARD FACTORS AND PRICE EVALUATION, paragraphs 2.2 and 2.3;
- 4) Section 3.0; HOW TO OFFER AND SUBMITTAL REQUIREMENTS, paragraphs 3.2, 3.3 and 3.5 through 3.7;
- 5) Section 4.0, UTILITIES, SERVICES AND LEASE ADMINISTRATION, paragraphs 4.1 through 4.12;
- 6) Section 5.0, DESIGN CONSTRUCTION AND OTHER POST AWARD ACTIVITIES, paragraphs 5.1 through 5.14;
- 7) Section 6.0, GENERAL ARCHITECTURE, paragraphs 6.1 through 6.12;
- 8) Section 7.0, ARCHITECTURAL FINISHES, paragraphs 7.1 through 7.14;
- 9) Section 8.0, MECHANICAL, ELECTRICAL, PLUMBING, paragraphs 8.1 through 8.18;
- 10) Section 9.0, FIRE PROTECTION, LIFE SAFETY AND ENVIRONMENTAL ISSUES, paragraph 9.1 through 9.12;
- 11) Section 10.0, LEASE SECURITY STANDARDS, paragraphs 10.1 through 10.21;
- 12) Section 11.0, SPECIAL REQUIREMENTS, paragraphs 11.1 through 11.3;
- 13) GSA Form 3517(B), General Clauses, paragraphs 1 through 48;
- 14) GSA Form 3518, Representations and Certifications, paragraphs 1 through 11;
- 15) Amendment number 1, 1 page;
- 16) Amendment number 2, 1 page;
- 17) Amendment number 3, 2 pages;
- 18) Amendment number 4, 3 pages;
- 19) EXHIBIT A, Legal Description of the Premises, 1 pages;
- 20) EXHIBIT B, Floor Plan highlighting the demised premises, 1 page;
- 21) EXHIBIT C, Site and Ground Plan with Elevations, 4 pages.

8. The following changes were made in this lease prior to its execution: Paragraphs 9 through 29 have been added.

**RIDER TO LEASE NO. GS-02B-19196
DHS-CIS, ST. THOMAS, U.S. VIRGIN ISLANDS**

9. The term of the Lease shall commence upon completion of the leased space by the Lessor, and acceptance thereof by the Government as "substantially completed" as set forth in Paragraph 552.270-4 DEFINITIONS (SEP 1999) of the General Clauses. All work shall be delivered by the Lessor as substantially completed no later than **150 working days** after the notice to proceed in accordance with paragraph 5.10 Construction Schedule of Tenant Improvements, in the SFO portion of the Lease. The Government shall inspect the leased premises within **30 working days** of its receipt from the Lessor of a statement that the demised premises are completed and ready for occupancy. The actual commencement date shall be set forth by a Supplemental Lease Agreement to be executed by the parties hereto.
10. The term of this Lease shall run for a period of **ten (10) years full, ten (10) years firm** with a fixed rent.
11. The Government shall pay the Lessor an annual rent as follows:

For years one (1) through ten (10), a total annual rent of **\$49,5502** per rentable square foot (RSF), or **\$53,2399** per USF for a total of **\$632,756.05** per annum at the rate of **\$52,729.67** per month in arrears as adjusted by operating cost escalations.
12. TENANT IMPROVEMENT ALLOWANCE: Pursuant to Paragraph 3.2, "Tenant Improvement included in Offer," the Lessor agrees to contribute to the TI allowance **\$7,0420/ USF** for a total of **\$665,203.45**. The **\$665,203.45** will be amortized over the firm term of the lease at an interest rate of **4.75%** or **\$55,433.62** per year. In the event that the TI cost is less than **\$664,923.00**, it is understood that the actual TI cost balance will be amortized into the annual rent in the same manner as set forth herein. In the case that the balance of the TI cost exceeds the TI allowance of **\$665,203.45**, the Government shall pay the overage by either a one-time, lump sum payment or by increasing the cost to be amortized during the firm term of the lease agreement. Such additional payment(s) or rental reduction, if applicable, will be memorialized in a subsequent Supplemental Lease Agreement (SLA).
13. OPERATING COST: Pursuant to Paragraph 4.3, "Operating Costs," and paragraph 4.13 "Utilities Separate From Rental / Building Operating Plan," the rate for purposes of operating cost is established at a flat rate of **\$4,3393** per rentable square foot (RSF) or **\$4,6624/ USF** for year's one (1) through ten (10) or **\$55,412.40** per annum (**\$4,3393 X 12,770**). The base cost of service includes all utilities exclusive of tenant electric.
14. OVERTIME USAGE: Pursuant to Paragraph 4.8, "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 (7:00 a.m. – 5:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), and Saturdays from 7:00 a.m. – 6:00 p.m. at **\$6.70** per hour.
15. ADJUSTMENT FOR VACANT PREMISES: Pursuant to Paragraph 4.4, "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 **\$1.65** per ABOA per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
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. The charges for heating and cooling of these areas shall be provided at a cost of **\$1.19/ RSF** per annum the Government after "Normal Hours."
17. TAX ADJUSTMENT: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies **12,770/ 12,770** rentable square feet (**100%**).
18. The Lessor also agrees to provide, during the entire lease term, **four (4) reserved, on-site parking spaces, under rent for Government vehicles** at no additional cost to the Government.
19. 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.

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20. **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.
21. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor;" wherever the words "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 "leased premises," "premises" or "Premises," and wherever the word "Lessee" is used herein, it shall be deemed to mean the "Government."
22. If during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, or other transaction, the Lessor shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- a) A certified copy of the deed transferring title to the property from the owner to the new owner.
 - b) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this Lease.
 - c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - d) The new owner's employer identification or Social Security Number.
 - e) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners fully and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - f) The new owner must provide a DUNS number.
 - g) A completed "Payment Information Form" SF3881 (Provided to the Lessor by the Government).
- The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor.
- Initial rental payment to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in stop payment of rent until such time as all documentation is received by the Contracting Officer.
23. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved lay out drawings and the construction of the leased premises as required by the Lease, include, but not limited to air conditioning requirements, lighting placement, plumbing and fire and safety requirements.
24. The Lessor shall not enter into negotiations concerning the space leased or to be lease with representatives of Federal agencies other than the officers or employees of the General Services Administration or personnel authorized by the Contracting Officer.
25. Each employee of the Lessor and/ or its contractor(s) employed in connection with the operation of the Building shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who present other evidence from the Immigration and Naturalization Service that employment will not affect his/ her immigration status.
26. The Lessor is a Limited Liability Company and a Small Business. The tax identification number is **20-3100496**. The DUNS number is **072795269**. The lease signing authority is **VIN & TONI HOOEVER PROPERTY MANAGEMENT, LLC**.

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27. The Tenant Improvement Fee Schedule is as follows and the Lessor agrees not to exceed these figures:

- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed 10.0% of the total subcontractor's costs.
- C. The Architectural/ Engineering fees will not exceed \$3.00 PER USF.
- D. The Lessor's Project Management fees will not exceed 5% of the total subcontractor's costs.

28. Pursuant to SFO paragraph 3.1(B)(5)(k), the Lessor's estimated delay rate is hereby established as ~~\$1,000.00~~ ^{#1,733.58} per diem. This rate shall be used in determining the Lessor's entitlement for Government-caused delay, if any, by multiplying the rate by the total number of compensable work days. Evaluation of the estimated delay costs shall not obligate the Government to relieve the Lessor of its burden to establish entitlement to compensation for delays which may occur on the project.

29. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the General Services Administration and the Lessor.

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

Department of Homeland Security
United States Citizenship and Immigration Services

IN

Saint Thomas, United States Virgin Islands

NAME: Carmen Hernandez

TITLE: Lease 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.

SFO NO. 9VI2017
12/29/2010

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INITIALS


LESSOR

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GOVT

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INITIALS:  & 
LESSOR GOVT

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. The General Services Administration (GSA) is interested in leasing approximately **14,235** rentable square feet of space. The rentable space shall yield a minimum of **12,378** ANSI/BOMA Office Area (ABOA) square feet to a maximum of **12,997** 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 **four (4) reserved, on-site parking spaces, under rent, for Government vehicles**. These spaces shall be lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration. Additionally, thirty-seven (37) parking spaces shall be commercially available within 660 walkable linear feet from the entrance of the offered space. Satisfactory public transportation (bus and/or light rail) must be available within 1,500 walkable linear feet of the offered space.
- 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. Approximately one hundred (100) square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

1.2 UNIQUE REQUIREMENTS (AUG 2008)

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

- A. If two (2) floors are proposed, they must accommodate 8,425 ANSI/BOMA usable office space (all operations and public contact, including ASC) on one floor and 3,953 ANSI/BOMA usable office space (administration, support and special purpose) on the other floor.
- B. The public entrance cannot be located within three hundred (300) walkable linear feet of the property line of K-12 schools and law enforcement agencies.
- C. A design test fit to determine if the Agency's Space Requirements can be met within the existing space or in the to-be constructed space offered and shall be submitted with the Initial Proposal.
- D. The building must include a loading dock or acceptable alternative for receipt or pick-up of pallet-sized loads. The dock area and adjacent truck loading area can be the same grade as the offered space.
- E. Column spacing must be a minimum of 24' x 24'.

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: Santa Maria Parish and Bonne Esperance Parish through to the end of Mandahl Providence at Tufn Bay;~~

~~South: All points from Cowpet, including Jersey Bay, all surrounding points and bay going East to Hassell Island, Brown Bay, West Gregerie Channel, Mosquito Point, Red Point;~~

~~East: All points from Red Point, King Airport, Brewers Bay, Black Point up to Santa Maria Parish and Bonne Esperance Parish border;~~

~~West: All sea fronts from Tufn Bay, Smith Bay Road to all sea fronts including Red Hook, Cowpet Bay, but not across to Great St. James Island.~~

~~An award of contract will not be made for a property located within a one hundred (100) year base flood plain or wetland unless the Government has determined that there is no practicable alternative.~~

1.8 LOCATION: INSIDE OR OUTSIDE CITY CENTER (AUG 2008)

~~A. CITY CENTER NEIGHBORHOOD:~~

- ~~1. Facilities: Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.~~
- ~~2. Parking: The parking to square-foot ratio available on site shall at least meet current local code requirements. At a minimum, four (4) reserved parking spaces onsite and thirty seven (37) parking spaces shall be commercially available within 660 walkable linear feet from the entrance of the offered space.~~
- ~~3. Location Amenities: A variety of inexpensive or moderately priced fast food and/or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding 2,640 walkable linear feet of the employee entrance of the offered building, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall also be located within the immediate vicinity of the building, but generally not exceeding 2,640 walkable linear feet of the employee entrance of the offered building, as determined by the contracting officer.~~
- ~~4. Public Transportation: One 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 1,500 walkable linear feet as determined by the contracting officer.~~

~~B. OUTSIDE OF CITY CENTER NEIGHBORHOOD:~~

- ~~1. Facilities: Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus like atmosphere or 2) on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image.~~
- ~~2. Parking: The parking to square-foot ratio available on site shall at least meet current local code requirements. At a minimum, four (4) reserved parking spaces onsite and thirty seven (37) parking spaces shall be commercially available within 660 walkable linear feet from the entrance of the offered space.~~
- ~~3. Location Amenities: A variety of inexpensive or moderately priced fast food and/or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile of the employee entrance of the offered building, 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 exceeding a walkable 1/2 mile of the employee entrance of the offered building as determined by the Contracting Officer.~~

~~4. SUBMITTAL REQUIREMENT:~~

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

1.9 OCCUPANCY DATE (AUG 2008)

Beneficial occupancy is required one hundred fifty (150) working after the Government's Notice to Proceed of Tenant Improvements.

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.

INITIALS:  & 
LESSOR & GOVT

- ~~C.—The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.~~
- ~~D.—All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final offers").~~

1.11 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

1.12 BUILDING SHELL REQUIREMENTS (AUG 2008)

A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting:* Direct/ Indirect Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO. (See USCIS Special

Requirements) USCIS has specific lighting requirements; therefore, the cost of the shell specified lighting needs to be separated from the TI lighting cost.

11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. Any building shell modifications necessary for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors), Certified level at minimum, (certified by the U.S. Green Building Council), shall be noted and incorporated into the Working Construction Drawings. The Lessor must coordinate any such requirements to meet LEED®-CI Certified level for the building shell with the tenant improvements.
14. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
15. All of the above improvements are described in more detail hereinafter in this solicitation.
16. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

1.13 LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: [HTTP://WWW.ARNET.GOV/FAR/](http://www.arnet.gov/far/)

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

2.0 AWARD FACTORS AND PRICE EVALUATION

2.1 AWARD BASED ON PRICE (SEP 2000)

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

2.2 SEISMIC SAFETY (FEB 2007)

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) with the initial offer, from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

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

¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.

² Buildings on hillside sites shall not be considered Benchmark Buildings.

³ Flat Slab Buildings shall not be considered Benchmark Buildings.

⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.

⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

⁶ Refers to the UBCB Section of the UBC.

^{2a} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.

* No Benchmark year; building shall be evaluated using FEMA-310.

** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.

SBCCI Southern Building Code Congress International, *Standard Building Code*.

UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:

a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:

i. The leased space is 10,000 square feet or less AND

ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, SS, is less than 0.167 gravity

(g), or for which the design one-second period response acceleration, S1, is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
 5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.
- C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

2.3 HISTORIC PREFERENCE, GSAR 552.270-2 (SEP 2004)

- A. The Government will give preference to offers of space in historic properties following this hierarchy of consideration:
1. Historic properties within historic districts.
 2. Non-historic developed and non-historic undeveloped sites within historic districts.
 3. Historic properties outside of historic districts.
- B. DEFINITIONS:
1. Determination of eligibility means a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register (36 CFR 60.3(c)).
 2. Historic district means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The historic district must be included in or be determined eligible for inclusion in the National Register of Historic Places.
 3. Historic property means any prehistoric or historic district, site, building, structure, or object included in or been determined eligible for inclusion in the National Register of Historic Places maintained by the Secretary of the Interior (36 CFR 800.16(l)).
 4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).
- C. The offer of space must meet the terms and conditions of this solicitation. The Contracting Officer has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of an historic building, such as high ceilings and wooden floors, or to maintain the integrity of an historic district, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.
- D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:
1. First to suitable historic properties within historic districts, a 10 percent price preference.
 2. If no suitable historic property within an historic district is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.
 3. If no suitable non-historic developed or undeveloped site within an historic district is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
 4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.
- E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual square foot (ANSI/BOMA Office Area) cost to the Government, to historic properties as follows:
1. First to suitable historic properties within historic districts, a 10 percent price preference.
 2. If no suitable historic property within a historic district is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within historic districts.

3. If no suitable non-historic developed or undeveloped site within an historic district is offered or remains in the competition, the Government will give a 10 percent price preference to suitable historic properties outside of historic districts.
 4. Finally, if no suitable historic property outside of historic districts is offered, no historic price preference will be given to any property offered.
- F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a contract in the amount of the actual price(s) proposed by the successful Offeror and accepted by the Government.
- G. To qualify for a price evaluation preference, Offerors must provide satisfactory documentation in their offer that their property qualifies as one of the following:
1. An historic property within an historic district.
 2. A non-historic developed or undeveloped site within an historic district.
 3. An historic property outside of an historic district.

2.4 BRO [REDACTED] AND COMMISSION CREDIT (NOV 2006)

- A. ~~For the purposes of this SFO, CB Richard Ellis (the Broker) is the authorized real estate broker representing GSA. A GSA Contracting Officer must review, approve, and execute the Lease. The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission 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.~~
- B. ~~For the benefit of the Government, the Broker has agreed to forego forty percent (40%) of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.~~
- C. ~~For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.~~

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 ware yard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - 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. All original offers, including all required documents, must be submitted to the authorized real estate broker of the General Services Administration (GSA) at the address below. Documents must be properly executed and submitted no later than 4:00 p.m. EST of the offer due date.

CB Richard Ellis
Attn: Shannon Mohler
8270 Greensboro Drive, Suite 620
McLean, Virginia 22102

A copy of the offer, including all required documents, shall be simultaneously sent to the Contracting Officer named at the following address:

U.S. General Services Administration
Attn: Carmen Hernandez
160 Chardon Avenue 359
San Juan, DE 00918

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.
5. Build to Suit Offers must submit the following documents in addition to all other documents as required in this section and the Solicitation for Offer:
 - a. Evidence of required amenities. A vicinity map or aerial photograph showing the property in reference to nearby highway(s) or major street intersection(s) and restaurants and other employee services such as retail shops, cleaners, banks, gas stations, and public transportation stops, as specified in the "Location" requirement of this solicitation.
 - b. Site plan. A scaled site plan on 11" x 17" paper showing the following:
 - i. Site area in square feet and acres.
 - ii. Property lines, existing or proposed.
 - iii. Building(s) massing, footprint area, total building area, building(s) height, number of levels/stories
 - iv. Primary and secondary entrances
 - v. Distance from the property to public utilities
 - vi. Statement regarding any utilities that transverse the site and will remain after development
 - vii. Names of all streets bordering the site

- viii. ~~Site parking with number of surface and/or structured parking spaces (including those parking spaces required by local code and by the SFO's minimum requirements. Indicate whether parking will be shared by other occupants. If so, site plan must also depict all buildings sharing the site's parking.)~~
- ix. ~~North arrow and scale~~
- x. ~~Location of easements with the site~~
- c. ~~Zoning of proposed site and surrounding sites. Evidence that the proposed use is permitted by the zoning designation of the site. At a minimum, offerors must provide the following:~~
 - i. ~~Portion of the zoning map that pertains to the offered site and adjacent sites. Proposed site and adjacent sites must be marked on the zoning map.~~
 - ii. ~~Portion of the zoning code that demonstrates the proposed use is permitted.~~

~~In the event that the current zoning designation does not permit the proposed use and offeror is proposing to obtain a conditional use permit or changes to the zoning, then offeror must provide satisfactory evidence that receipt of discretionary approvals will not delay occupancy deadline.~~
- d. ~~Flood Zone Designation. A written certification identifying flood zone designation for the property which will be the site of the proposed building. As part of its certification, the Offeror shall also submit a currently effective Flood Insurance Rate Map ("FIRM") showing the location of the property that will be the site of the proposed building and any final Letter of Map Revision ("LOMR") or Letter of Map Amendment ("LOMA") affecting the site. NOTE: THE GOVERNMENT WILL NOT RELY ON PRELIMINARY FIRMS, CONDITIONAL LOMAS OR CONDITIONAL LOMRS.~~
- e. ~~Control of Site. Evidence of ownership, access to ownership through held options or other evidence that ownership will be achievable after lease award in accordance with the schedule set forth in the SFO. Offerors should submit evidence that fee owner of the site has authorized Offeror to submit the site for this procurement on the offer due date. By the deadline for final proposal revisions, Offerors must submit evidence of control of site through a valid, legally binding, enforceable option to purchase or other similar binding contract. The option to purchase must contain all necessary elements of an enforceable purchase agreement. The option to purchase may be conditioned upon award of the lease by GSaS. If Offeror or a related party owns the proposed site, submit copy of recorded grant deed. If title to the property is held in a name other than the Offeror's name (i.e. related party), provide explanation of how Offeror intends to transfer ownership of the site to the entity that is the Offeror under this procurement.~~
- f. ~~Environmental Site Assessment - Phase I and, if necessary, Phase II (entire copy including all appendices). Report(s) following ASTM "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process" (ASTM E 1527-05 or the most recent version). If the reports are more than one year old, then GSA reserves the right to request that Offeror update the report. Notice is hereby given that GSA may, at its option, require the successful Offeror to provide an updated report naming General Services Administration as the user prior to award.~~
- g. ~~Site photographs and aerial photographs. Aerial photograph, ground photographs showing the site from all sides and photographs showing the surrounding properties in a continuous 360-degree manner. All photographs should clearly mark the proposed site and adjacent streets. If there are existing buildings on site, label all buildings that are proposed for demolition and include information about age and occupants (even if the buildings are used on an occasional basis).~~
- h. ~~Site records check. Provide site records check in accordance with the National Historic Preservation Act. For further information about the site records check, contact the GSA Regional Historic Preservation Office.~~
- i. ~~Construction Schedule. A tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability of occupancy of each portion of the Government demised area (by floor, block or other appropriate category); and 8) final construction completion.~~
- j. ~~Elevations (Scale 1/8" = 1'0). Exterior building elevations which must identify all facades for the proposed leased premises.~~
- k. ~~Estimated Delay Rate. A dollar sum daily rate for compensable delays to which the Offeror may be entitled subsequent to award of the Lease. The rate must include all costs which Offeror may claim for compensable delays, including general contractor and subcontractor field and home office overheads. Upon award of the lease, the rate offered shall be included as part of the Lease and shall be used in determining the awardee's entitlement for Government caused delay, if any, by multiplying the rate by the total number of compensable work days. Evaluation of the estimated delay costs shall not obligate the Government to relieve the awardee of its burden to establish entitlement to compensation for delays which may occur on the project.~~

~~1. Organizational Structure Evidence of existence of the offering entity whether existing or proposed (i.e. partnership agreement or operating agreement). Offerors shall also provide evidence of signing authority of signatory of proposed lease.~~

~~6. Existing Building Offers must submit the following documents in addition to all other documents as required in this section and the Solicitation for Offers:~~

~~a. Evidence of required amenities A vicinity map or aerial photograph showing the property in reference to nearby highway(s) or major street intersection(s) and restaurants and other employee services such as retail shops, cleaners, banks, gas stations, and public transportation stops, as specified in the "Location" requirement of this solicitation.~~

~~b. Site plan A scaled site plan on 11" x 17" paper showing parking with number of surface and/or structured parking spaces (including those parking spaces required by local code and by the SFO's minimum requirements. Indicate whether parking will be shared by other occupants. If so, site plan must also depict all buildings sharing the site's parking).~~

~~c. Construction Schedule A tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability of occupancy of each portion of the Government demised area (by floor, block or other appropriate category); and 8) final construction completion.~~

~~d. Organizational Structure Evidence of existence of the offering entity whether existing or proposed (i.e. partnership agreement or operating agreement). Offerors shall also provide evidence of signing authority of signatory of proposed lease.~~

3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

A. The Tenant Improvement Allowance is \$55.97 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.**

C. The project tenant improvements shall incorporate any necessary design parameters for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) into the Working Construction Drawings. In accordance with the "Unique Requirements" paragraph in the SUMMARY section of this SFO, the Lessor must coordinate the requirements to meet LEED®-CI Certified level for the tenant improvements with the building shell requirements.

3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section and elsewhere throughout this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.

2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance if the original occupant agency vacates the space. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.

3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

3.4 GSA FORMS AND PRICING INFORMATION (AUG 2008)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE 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 foot 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 c, d, f, and g for the lease.
 - i. A fully serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
 - j. Statement of Offeror's Fees for Tenant Improvements. Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.
 - k. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.
3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or \$).
4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
5. Building Security Unit Price List (enclosed).

- ~~6. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.~~
- ~~7. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA form 1217 (July 1994).~~
- ~~8. A LEED® CI scorecard documenting the proposed credits to meet certified level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.~~
- ~~a. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:~~
- ~~i. Water Efficiency: _____ Credit 1.2: Water Use Reduction 30%~~
 - ~~ii. Energy & Atmosphere: _____ Credit 1.1 Optimize Performance - Lighting Power~~
 - ~~iii. Energy & Atmosphere: _____ Credit 1.3 Optimize Energy Performance - HVAC~~
 - ~~iv. Energy & Atmosphere: _____ Credit 2: Enhanced Commissioning~~
 - ~~v. Materials and Resources: _____ Credit 5.1: Regional Materials 20% Manufactured Regionally~~
 - ~~vi. Indoor Environmental Quality: _____ Credit 2: Increased Ventilation~~
 - ~~vii. Indoor Environmental Quality: _____ Credit 3.2: Construction IAQ Management Plan, Before Occupancy~~
 - ~~viii. Innovation & Design: _____ Credit 2 LEED® Accredited Professional~~
- ~~b. The Lessor must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.~~
- ~~c. Note: submittal requirements for the above are now located under the "Green Lease Submittals" paragraph of this SFO.~~

3.5 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2009)

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 thirty (30) working 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 names of at least two 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 twenty (20) working 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 (SEP 2009)

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. A Seismic Safety Certification. Submit either a certification or a commitment to deliver the space to the Government in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION 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

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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 fifteen (15) 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.
 - e. A test fit with the necessary adjacencies described in the Special Requirements must be provided with the Offeror's Initial Proposal.
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.
10. As provided in the "Amount and Type of Space" paragraph in the SUMMARY section of this SFO, advise whether there are existing vending facilities in the offered building which has exclusive rights in the building.

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 (SEP 2010)

A. NO LATER THAN THE DUE DATE FOR FINAL PROPOSAL REVISIONS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. If this SFO requires a LEED® Certification, the name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.

2. Proof of the Energy Star label from EPA for the most recent year. For new construction, a Statement of Projected Energy Performance reflecting an Energy Star benchmark score of 75 or higher. Refer to "Energy Efficiency and Conservation" in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
 3. If the offered building will not have an Energy Star label in accordance with one of the statutory exceptions listed in the "Energy Efficiency and Conservation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written statement addressing which energy efficiency and conservation improvements can be made to the building must be submitted. If no improvements can be made, the Offeror must demonstrate to the Government using the Energy Star Online Tools in the SFO paragraph, entitled "ENERGY EFFICIENCY AND CONSERVATION," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the contracting officer. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
- 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 this 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" 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" 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.
 10. At completion of LEED® documentation and receipt of final certification, two electronic copies of all supporting documentation for certification on compact disk.
 11. If renewable source power is purchased, documentation within 9 months of occupancy.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSIBOMA 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 TAX ADJUSTMENT (AUG 2008)

A. Purpose:

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

B. Definitions:

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

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.
2. "Real Estate Taxes" are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a State or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. "Tax Year" refers to the 12-month period adopted by a Taxing Authority as its fiscal year for the purpose of assessing Real Estate Taxes on an annual basis.
5. "Tax Abatement" is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable Real Estate Tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "Unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest or penalties.
7. "Real Estate Tax Base" is the Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the "Tax Base Year." Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the property.

8. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a "Full Assessment") only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
 9. "Percentage of Occupancy" refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For buildings, the Percentage of Occupancy is determined by calculating the ratio of the rentable square feet occupied by the Government pursuant to the Lease to the total rentable square feet in the building or buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases in the amount of space leased by the Government or in the amount of rentable space on the Property.
- C. Adjustment for Changes in Real Estate Taxes:
1. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "Tax Adjustment." The amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the Tax Adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the Tax Adjustment in a single annual lump sum payment to the Lessor. In the event that this Tax Adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.
 2. If the Property contains more than one separately assessed parcel, then more than one Tax Adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
 3. After commencement of the Lease term, the Lessor shall provide to the Contracting Officer copies of all Real Estate Tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine Tax Adjustments. The Contracting Officer may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative Supplemental Lease Agreement indicating the Base Year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
 4. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to a) improvements or renovations to the Property not required by this Lease, or b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the Contracting Officer may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
 5. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for the purpose of determining Tax Adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
 6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.
 7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.
 8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

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

D. Tax Appeals:

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

4.3 **OPERATING COSTS (SEP 2009)**

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.

B. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

4.4 **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.

4.5 **NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 5:00 p.m. except Saturdays, Sundays, and federal holidays. Please see Special Hours of Operation in USCIS Special Requirements.

4.6 OVERTIME USAGE (AUG 2008)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract, which shall include all the Lessor's administrative costs. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. The two clauses from GSA Form 3517, General Clauses, 552.232-75, Prompt Payment, and 552.232-70, Invoice Requirements (Variation), apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.
- E. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.

4.7 UTILITIES (AUG 2008)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

4.8 JANITORIAL SERVICES (AUG 2008)

- A. Cleaning shall be performed during tenant working hours.
- B. SELECTION OF CLEANING PRODUCTS:
The Lessor shall make careful selection of janitorial cleaning products and equipment to:
 - 1. use products that are packaged ecologically;
 - 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
 - 3. minimize the use of harsh chemicals and the release of irritating fumes.
 - 4. Examples of acceptable products may be found www.gsa.gov/p2products.
- C. SELECTION OF PAPER PRODUCTS:
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.
- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
 - 1. *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
 - 2. *Three Times a Week.* Sweep or vacuum stairs.
 - 3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
 - 4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
 - 5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
 - 6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
 - 7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.9 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.

4.10 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.

4.11 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.

4.12 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 Lessor's 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.

4.13 — NOVATION AND CHANGE OF NAME (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 Lessor's 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.~~

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5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 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.

5.2 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2009)

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 negotiate a price based upon the results of a competitive proposal process if the following conditions are met:

1. The Lessor shall submit to the Government a proposal for all Tenant Improvements. The proposal shall include the overhead, profit, and architectural-engineering fees as agreed upon in the Lease, as well as permits and regulatory fees for tenant improvements.
2. The Tenant Improvements scope of work includes the lease, the SFO, all SFO attachments, the construction drawings/documents, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the 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.

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

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

B. Orders for Tenant 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.

5.4 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.

5.5 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.

5.6 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 day's 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.

5.7 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.

5.8 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;

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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.

5.9 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.

5.10 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (SEP 2009)

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, Initial Schematic Design and then full 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. Full Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Initial Schematic Design shall be due from the Lessor within **fifteen (15) workings** from award and full Design intent drawings shall be due from the Lessor within **thirty (30) working days** from award.
2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's Initial Schematic Design and full 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 **fifteen (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 fifteen (15) working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the full design intent drawings, a notice to proceed of Construction Drawings shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At The Lessor will 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 **ten (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 **twenty (20) working days** of the Government's approval of the design intent drawings.

The Lessor shall prepare 50%, 90% and final (100%) working/construction drawings. **The Lessor's final working/construction drawings shall be due to the Government within sixty (60) working days of the Government's approval of the design intent drawings, with intermediate work products, reviews and revisions as follows:**

1. *50% Drawings.* The Lessor's 50% working/construction drawings draft shall be delivered to the Government for review within **fifteen (15) working days** of receipt of the issuance of the design intent drawings. Drawings must include a site plan showing all access points, building entrances/exits, and anticipated location of security devices. In addition, the Offeror At must provide detailed specifications on the anticipated security systems for the Governments review and approval. The Government shall perform all reviews of the 50% construction drawings draft within **ten (10) working days**

of receipt of such from the Lessor. Modifications to the 50% construction drawing shall be reflected in the 90% construction drawing draft delivered to the Government for the 90% review.

2. **90% Drawings.** The Lessor's 90% working/construction drawings draft shall be delivered to the Government for review within **fifteen (15) working days** of receipt of the Government's comments on the 50% drawings. The Government shall perform all reviews of the 90% construction drawings draft within **ten (10) working days** of receipt of such from the Lessor. Modifications to the 90% drawings draft and shall be reflected in the final construction drawings draft to the Government for the final working/construction drawings review.
3. **Final Working/Construction Drawings.** The Lessor's final working/construction drawings draft shall be delivered to the Government for review within **five (5) working days** of receipt of the Government's comments on the 90% drawings. The Government shall perform its review of the Final construction drawings draft within **five (5) working days** of receipt of such from the Lessor. The Lessor shall correct any errors and/or omissions identified in the final drawings draft and shall deliver the final construction drawings marked "FOR CONSTRUCTION" to the Government along with the Tenant Improvements Price Proposal in accordance with the Solicitation for Offers. NOTE: The aforementioned "Modifications" to the 50% and 90% drawings would be for any discrepancies from the Design Intent Drawings and/or Program of Areas. The "Modifications" would NOT be for a change in the plan or a change in the scope of work.

Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Lessor will be required to submit a budget proposal based on Tenant Improvements and work associated work as shown in the design intent drawings.

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 **fifteen (15) 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 **thirty (30) 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 **ten (10) 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 OF CONSTRUCTION OF TENANT IMPROVEMENTS 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 **one-hundred fifty (150) working days** after receiving the notice to proceed for construction of tenant improvements from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

G. NOTICE OF ACCEPTANCE OF SPACE: SHELL (EXTERIOR) AND TENANT IMPROVEMENT (INTERIOR) SPACE; AND CERTIFICATE OF OCCUPANCY:

Thirty (30) days prior to the completion of Exterior Shell and Interior tenant Improvement Construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have **ten (10) 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, or equivalent acceptable to the U.S. General Services Administration Contracting Officer, 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 "Occupancy Date."

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.

5.11 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 **ten (10) working days**. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct meetings at location, time and date designated by the Government Contracting Officer 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.

5.12 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.

5.13 FLOOR PLANS AFTER OCCUPANCY (DEC 2005)

- A. *Paper Medium:* Within thirty (30) calendar days after occupancy, three (3) copies of 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.

5.14 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.

6.0 GENERAL ARCHITECTURE

6.1 ACCESSIBILITY (FEB 2007)

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

6.2 EXITS AND ACCESS (DEC 2007)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

6.3 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

- 1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
- 2. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

6.4 WINDOWS (SEP 2009)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

6.5 WINDOW COVERINGS (SEP 2009)

- A. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

6.6 FLOORS AND FLOOR LOAD (SEP 2000)

- A. All adjoining floor areas shall be:
 - 1. of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards,
 - 2. non-slip, and,
 - 3. acceptable to the Contracting Officer.
- B. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

6.7 CEILINGS (SEP 2009)

- A. Ceilings shall be at least eight (8) feet, six (6) inches and no more than twelve (12) feet, zero (0) inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

- C. Should the ceiling be installed in the Government-demised area prior to construction of the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.
- D. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. Restrooms. Plastered or spackled and taped gypsum board.
 - 2. Offices and Conference Rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. Corridors and Eating/Galley Areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

6.8 ACOUSTICAL REQUIREMENTS (SEP 2009)

A. BUILDING SHELL:

- 1. *Reverberation Control.* Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.
- 2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
- 3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
- 4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

B. TENANT IMPROVEMENT: See Special Requirements.

6.9 PARTITIONS: GENERAL (DEC 2007)

BUILDING SHELL:

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

6.10 PARTITIONS: PERMANENT (SEP 2000)

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, etc.) current as of the award date of this lease.

6.11 BUILDING DIRECTORY (DEC 2005)

BUILDING SHELL:

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

6.12 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 - 1. employing practices which avoid or minimize the need for fertilizers and pesticides;

INITIALS:  & 
LESSOR & GOVT

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.

6.13 FLAGPOLE AND DISPLAY (AUG 2008)

A. BUILDING SHELL:

1. ~~If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Lessor, as part of shell rent, and replaced at all times during the lease term when showing signs of wear.~~
2. ~~The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half staff.~~
3. ~~The flag pole shall be provided with lighting (24 hour, 7 days a week coverage), shall be provided at a location to be approved by the Contracting Officer, and must include a lockable halyard feature.~~

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 option samples must be provided within fifteen (15) working days of the request for such by the Contracting Officer. GSA must deliver necessary finish selections to the Lessor within fifteen (15) working days after award or after receipt of plans and samples, whichever is later.
- B. All building finishes must be for first class, modern space.
- C. The Lessor must consult with the Contracting Officer prior to developing a minimum of three (3) finish options 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 must be in compliance with specifications set forth elsewhere in this SFO. The Lessor must provide the required finish options within ten (10) working days of the request for such by the Contracting Officer. The finish options must be approved by GSA prior to installation. Upon review with the Tenant, the Contracting Officer must select one finish option within ten (10) working days, and unless otherwise specified prior to lease award, the Offeror may assume that one finish option will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the finish option 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 (AUG 2008)

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 (SEP 2009)

A. BUILDING SHELL:

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

B. TENANT IMPROVEMENT INFORMATION:

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

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
4. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

7.11 WALL FINISHES (AUG 2008)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.
- b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

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

B. TENANT IMPROVEMENT INFORMATION:

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

7.12 PAINTING (SEP 2009)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.
3. If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within shell rent. Cyclical repainting of demised tenant spaces shall occur every eight (8) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
 - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - i. Flats: 50 grams per litre (g/L).
 - ii. Non-flats: 150 g/L.

- d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 - e. Clear wood finishes:
 - i. Varnish: 350 g/L.
 - 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 terrazzo or ceramic tile. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, terrazzo or ceramic tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have rubber or vinyl 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 eight (8) 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 rubber or vinyl 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 lie 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

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- e. tears and/or tripping hazards are present.
- 2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

7.14 CARPET TILE (AUG 2008)

- A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications (See USCIS Special Requirements):
- 1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw, and Honeywell (formerly BASF)].
 - 2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, www.epa.gov/epp.
 - 3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
 - 4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd² for level cut/uncut construction.
 - 5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
 - 6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
 - 7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
 - 8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
 - 9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
 - 10. *Flammability.* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
 - 11. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
 - 12. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.

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 EFFICIENCY AND CONSERVATION (SEP 2010)

A. Existing buildings must have earned the Energy Star label in the most recent year or will have obtained it prior to lease award, unless the offered space meets one of the statutory exceptions listed below. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government. 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. The term "most recent year" means that the date of award of the Energy Star label by EPA must not be more than 1 year prior to the lease award date. For example, an Energy Star label awarded by EPA on October 1, 2010 is valid for all lease awards made on or before September 30, 2011.

B. To earn the Energy Star label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.

C. **EXCEPTIONS.** The Energy Independence and Security Act of 2007 (EISA) allows a Federal agency to lease space in a building that does not have an Energy Star label if:

1. No space is offered in a building with an Energy Star label in the delineated area that meets the functional requirements of an agency, including location needs;
2. The agency will remain in a building they currently occupy;
3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The lease is for 10,000 rentable square feet or less.

D. REQUIREMENTS FOR ALL BUILDINGS EXCEPTED FROM AN ENERGY STAR LABEL.

1. If an Energy Star label building is not offered or an exception is met in accordance with subparagraph "C" above, the successful Offeror must, nevertheless, agree to renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease.

2. Such improvements may consist of, but are not limited to, the following:

- a. Heating, Ventilating, and Air Conditioning (HVAC).
- b. Lighting Improvements.
- c. Building Envelope Modifications.

Additional information can be found on www.gsa.gov/leasing under "Green Leasing."

3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.

4. If the offered space meets one of the statutory exceptions identified above, but the successful Offeror obtains the Energy Star label prior to occupancy (or no later than one (1) year after signing the lease for succeeding and superseding leases),

the Lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.

- E. **IMPROVEMENTS SCHEDULE.** All improvements must be accomplished according to the following schedule:
1. With the exception of succeeding or superseding leases, the improvements must be completed prior to occupancy.
 2. For succeeding and superseding leases, the improvements must be completed no later than one (1) year after signing the lease.
- F. **ENERGY STAR ONLINE TOOLS.** To earn the ENERGY STAR label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be helpful in considering energy efficiency and conservation improvements to buildings.
1. **ENERGY STAR® Building Upgrade Manual.** This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at: <http://www.energystar.gov/bldgmanual>.
 2. **Building Upgrade Value Calculator.** The Building Upgrade Value Calculator, developed by the U.S. Environmental Protection Agency (EPA), is a product of the partnership between Energy Star, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Building Upgrade Value Calculator is available on the Energy Star Web site at <http://www.energystar.gov/financiaevaluation>.
- G. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (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 Federal Energy Management Program (FEMP) Help Desk at 1-877-337-3463.
- H. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable.
- I. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

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 fifty-percent (50%) men and fifty-percent (50%) women. Per USCIS Special Requirements, the number of visitor restrooms should be based on approximately 80 people in the ceremony room and 45 people in the reception area/ waiting room. All visitor restrooms should be included in the shell requirements, while separate restroom facilities for the employees' exclusive use (servicing approximately 23 employees) are considered a tenant improvement cost.
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.

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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.

8.10 VENTILATION (AUG 2008)

A. BUILDING SHELL:

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

8.11 ELECTRICAL: GENERAL (SEP 2000)

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

8.12 ELECTRICAL: DISTRIBUTION (AUG 2008)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent.
4. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
3. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer.

8.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - b. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - c. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - d. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA 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. See USCIS Cable Standards attached to the SFO and USCIS Special Requirements.

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. See USCIS Cable Standards attached to the SFO and USCIS Special Requirements.

8.15 DATA DISTRIBUTION (AUG 2008)

A. TENANT IMPROVEMENT INFORMATION:

The Lessor shall be responsible for purchasing and installing data (and voice, or other) cable; see Cabling Plant Standards attached with Special Requirements. Means, methods, and materials such as to enable the Lessor to obtain a full fifteen (15) year OEM warranty on the cable plant. 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 Lessor-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. See USCIS Cable Standards attached to the SFO and USCIS Special Requirements.

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 Lessor 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 Lessor-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. See USCIS Cable Standards attached to the SFO and USCIS Special Requirements.
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 Lessor contractors will be installing the cabling in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, and equipment installers contracted by the Government. 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 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.

8.18 LIGHTING: INTERIOR AND PARKING (SEP 2009)

- 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. *Interior Lighting.* See USCIS Special Requirements.
 - 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.

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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 electrets ion chambers. The Lessor is responsible to provide space in which in air levels are below EPA's action concentration of 4 pCi/liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electrets 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.

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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.9-11summit.org/materials9-11/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

9.12 MOLD (AUG 2008)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.
- D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within ten (10) working 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 ten (10) working 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 (SEP 2009)

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

A. Building Shell:

Emergency power to building systems is building shell.

B. Tenant Improvement:

Emergency power to agency special equipment is tenant improvement.

10.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

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

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

10.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The 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: SECURITY GUARDS (NOV 2005)**
Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.
- 10.13 ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)**
For USCIS space, magnetometers and X-ray machines are required at public entrances and will be purchased, installed, operated, and maintained by the Government. The Lessor shall provide and install the electrical circuitry and outlets for the x-ray and magnetometer equipment. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

- 10.14 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 provided, installed and maintained by the Lessor and operated by USCIS.
- 10.15 ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)**
The Lessor shall provide, install and maintain an entry control system that will allow employees to view and communicate remotely with visitors before allowing access. This system shall be operated by USCIS. This system shall comply with the Architectural Barriers Act, section F230.0.
- 10.16 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)**
Air-handling units for the mail room only shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom, as deemed appropriate to the hazard.
- 10.17 PARKING SECURITY REQUIREMENTS (NOV 2005)**
A. Identification of Parking Areas:
Government parking areas or spaces shall be assigned and marked as "reserved."
- 10.18 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)**
The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, and maintained by the Lessor. This system shall be operated by USCIS. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.
- 10.19 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)**
When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.
- 10.20 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. **For New Construction Only:** 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.
- 10.21 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: U.S. CITIZENSHIP AND IMMIGRATION SERVICES: FIELD OFFICE SPECIAL REQUIREMENTS, SAINT THOMAS, USVI (PAGES 1-35)
- 11.2 SPECIAL REQUIREMENTS: U.S. CITIZENSHIP AND IMMIGRATION SERVICES: COMPUTER AND TELEPHONE ROOM STANDARDS.
- 11.3 SPECIAL REQUIREMENTS: U.S. CITIZENSHIP AND IMMIGRATION SERVICES: STRUCTURED CABLE PLANT STANDARDS.

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U.S. Citizenship and Immigration Services

Field Office Special Requirements Charlotte-Amalie/ St. Thomas, USVI

Office of Administration
Field Support Center
Project Management Branch
January, 2011

SB CA



OVERVIEW

Building Design

Public buildings in the US have a strong tradition of design that reflects the stature, power and importance of the government. As an integral part of the US government this facility should embrace and illustrate these principles and present a building that is a symbol of American democracy. At the same time this facility must exhibit a prudent and fiscally sound use of the public's money and contribute to the vitality of the surrounding area.

The adjacency diagrams on the next pages show general layouts for this building. It will be up to the Offeror to decide upon what design works best for the specific site. A one-story building is preferred. A Building of more than 1 story may be acceptable provided that the public entry, security, information, records, and ceremony rooms remain on the first floor, and the remainder of the building provides proper and separate access (including elevators) for the public and for employees. In the event that the building is 2 or more stories, the public waiting room and restrooms will need to be broken into separate spaces to support the Information and Adjudications Divisions.

The separation of the Public and Employee space will be an important aspect of this facility. All visitors shall enter through a single, well defined, secure entrance. The entrance sequence will include a public entry that provides for protection from the weather while waiting for the security screening. USCIS employs an online appointment scheduling system, so visitors will come in a consistent stream throughout the day. The busiest time will be first thing in the morning when the first round of appointments will all show up at approximately the same time requiring the process to accommodate approximately 45 people. The employees will enter via a separate and remote entrance and shall circulate through the entire building within a separate and secure path.

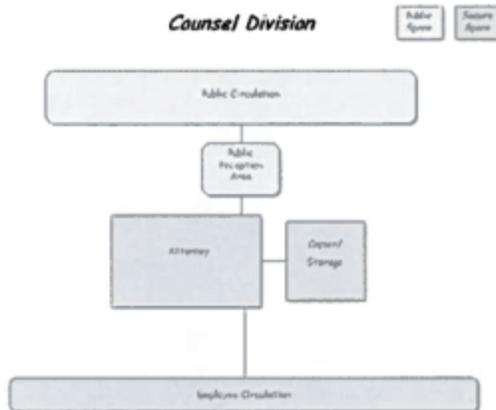
Throughout the facility (both the interior and the exterior) USCIS will use standard signage and images that portray the USCIS "Brand". There will also be a standard color palette for the interior finishes for the USCIS space as included in the agency standards. The following diagrams and narratives will outline the requirements of each of the major components.

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Field Office Director, Mission Support and Adjudications Division



The Field Office Director (FOD) is the individual who is responsible for overseeing the daily operations of the Field Office. The FOD will use this space not only to manage the operation but also to receive and meet with official visitors. Visitors include USCIS officials, community leaders, national politicians, lawyers and others doing business with the Field Office. This office should occupy a prominent area within the facility and shall be co-located with the Adjudications Division, and Mission Support staff.

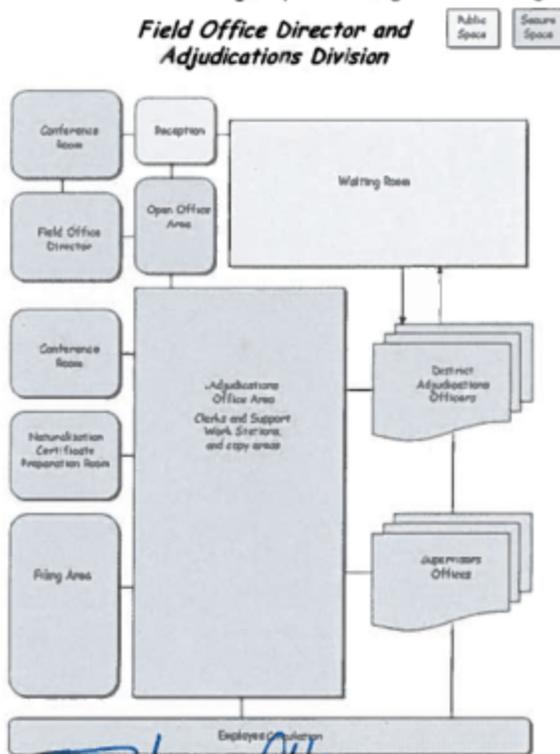
The Office of Adjudications is responsible for interviewing, testing and granting individuals citizenship in the United States of America as well as making adjustments to an immigrant's current status. The design of this area should reflect the importance of the process and provide a space that is comfortable for both the customer and employee.

Customers visiting this area will tend to stay for longer periods of time than those visiting the Information area. The preferred design solution would have all divisions co-located on a single floor with the Adjudications Division sharing a common waiting room with the Information Division. Since the hourly traffic for Adjudications is less this space could be located on the second floor of the building if a single story building is not feasible. The public circulation shall be prominently defined and handicapped accessible. Vertical public circulation, if required, may include elevators, stairs, or escalators and must be separate and secure from the employee circulation.

Central to this area will be the Waiting Room. The waiting room should (if possible) be shared with Information, with each division using one side of the waiting room. In the event of a multi-story solution, the main waiting room will need to be split into 2 smaller waiting rooms for Information and Adjudications. Here customers will be waiting for their interviews or tests and the area should be welcoming. Upon arriving to the waiting room customers will submit their paperwork at a counter that is adjacent

to the Adjudicators area and then wait to be called for their appointment. The counter should be of similar design as the Information Office counters and should adhere to the same design guidelines.

Field Office Director and Adjudications Division



The Adjudicators offices shall be located close to the waiting room for ease of access to the waiting room. An adjudicator will come to the secure door to the waiting room and call their next appointment. This door shall have a means of visibility into the waiting room for security purposes, yet the view from the waiting room into the adjudicator's area must be screened. The adjudication offices shall be adjacent not only to the waiting room but also to the open office area and the supervisory functions. Public circulation shall be laid out such that it does not intersect with the employee back office operations.

The filing area for this area is for ongoing cases being adjudicated. These files are kept in a central location with one portion of the file room used for Adjudications. The circulation between file areas and the office area shall be via the secured employee circulation zone.

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Information Division

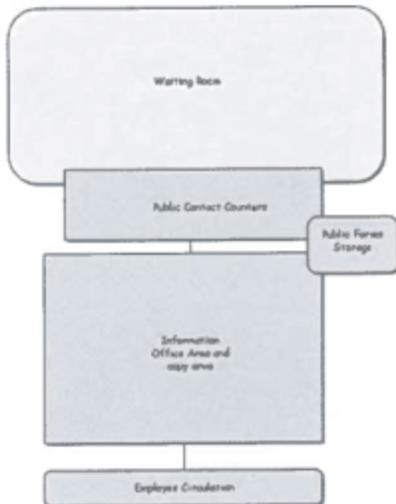
The Information Division is responsible for providing information and forms to persons seeking legal immigration. Due to the high volume of traffic that the Information group receives, this space shall be located on a first floor location and in close proximity to the security screening area. The goal is for visitors to be able to enter the facility for their appointments, get the information that they were seeking and exit in a timely manner. The Information Counter separates the agency's public and private spaces.

The Waiting Room is the primary space within this area. Customers will clear security, enter this room, check-in, be seated and wait for their appointment to be called. USCIS will utilize an electronic paging system (Q-Flow) to notify customers of where and when to go for their appointments. The Information Counters should be the focal point of the room and must be designed to complement the overall design of the facility and also comply with the design standards outlined on the following pages. The goal is to have Information Counters that are welcoming and open while maintaining security and privacy of both the officer and the customer.

Information Division



The rest of the Information space should be organized around the open office area. This space is where the Immigration Officers have their actual workspace along with filing and storage space.



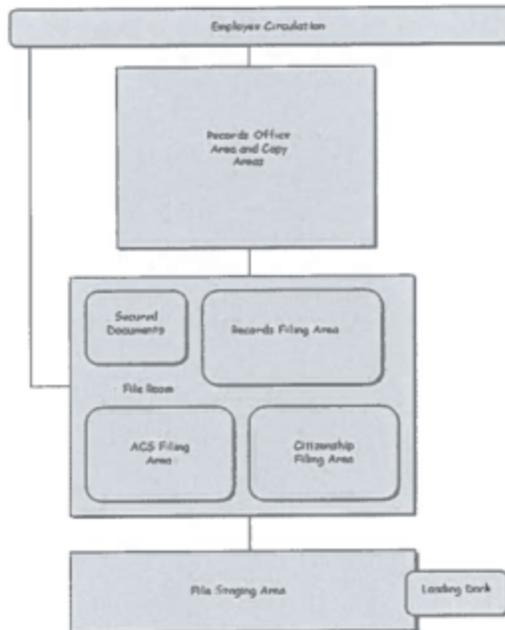
Records Division

The Records Division is where all files and records regarding applicants are maintained. This area must be designed to expedite the transportation, distribution, and storage of files for both internal use and external shipping. There is a requirement for a large amount of file space all of which must be secured space. These files are for all ongoing

Records Division



immigration cases at this office and will need to be transported between the storage area and the rest of the facility. File transfers between the records area and the other departments typically involves the use of wheeled carts. This will necessitate secure, durable, and well defined circulation zones (horizontal and vertical) that allow for the passage of carts and personnel. The file room itself shall be constructed with slab to deck walls and not located on an exterior wall or near any plumbing systems. Walls must be



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true slab to slab construction. Both walls and ceilings are to be made out of durable materials that provide resistance to and evidence of unauthorized entry into the space. The file room will consist of 4 separate areas: Secure files, Information, Citizenship and Adjustment of Status. The secured file area will need to be a separate secured room within the greater file room. The other 3 areas will be delineated within the overall filing area by the layout of the file shelving. Adjacent to the file room will be the open office area for the Records Clerks and offices for the Supervisors.

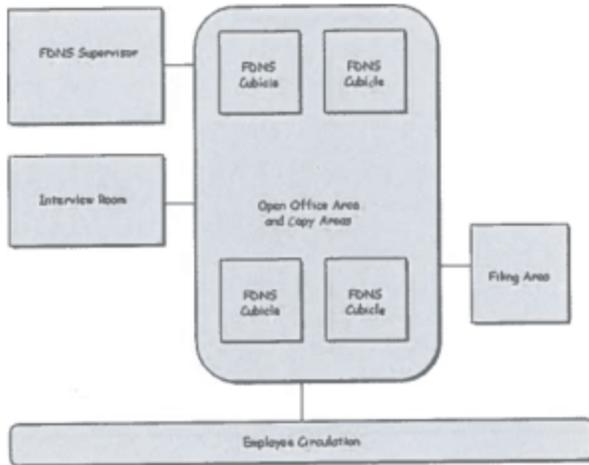
USCIS utilizes a nationwide central filing system and, as such, files are received and shipped on a daily basis. This will require a file staging area for packing and unpacking boxes that is adjacent to both the loading dock and the file room. The loading dock doesn't necessarily require a full warehouse type setup with seals and dock levelers, but there must be a convenient and secure way for files and forms to be transferred to and from a variety of vehicles in all types of weather.

Fraud Detection and National Security

The Fraud Detection and National Security (FDNS) Office conducts ongoing review of applications to ensure that fraud is uncovered and that national security is protected. Much of the work done in this area is of a secure and sensitive nature, including the equipment located for research and secure communications in theTALON/ HSDN room. This unit is self contained and can be separate from other areas of the building. The only public component to this area will be the interview room.

The FDNS suite is an open office environment. Within the open office area there will be space for the FDNS officers and filing. There will be an interview room that shall have an entrance off of the circulation zone and off of the open work area.

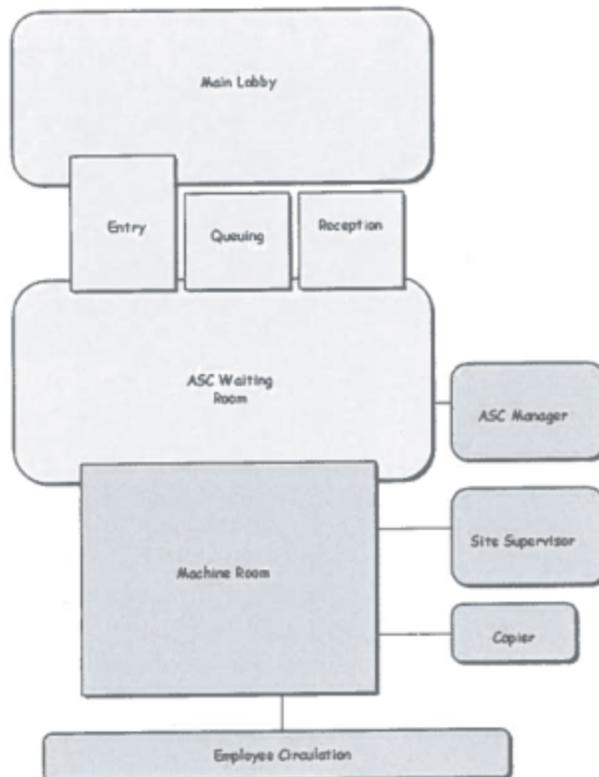
Fraud Detection and National Security



Application Support Center

The Application Support Center (ASC) is where immigration

Application Support Center



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beneficiaries appear to have their biometrics (fingerprints, photograph, and/or signature) captured. Visitors to this office will have their data taken with the use of special biometric capture machines. Customers will visit this area as part of the Citizenship process. The biometric capture machines are self contained units needing only power and data hook-ups. Each machine will be positioned so that the operator and the applicant are standing in front of the machine for fingerprinting and then the applicant stands about four feet to the side of the machine for photographing.

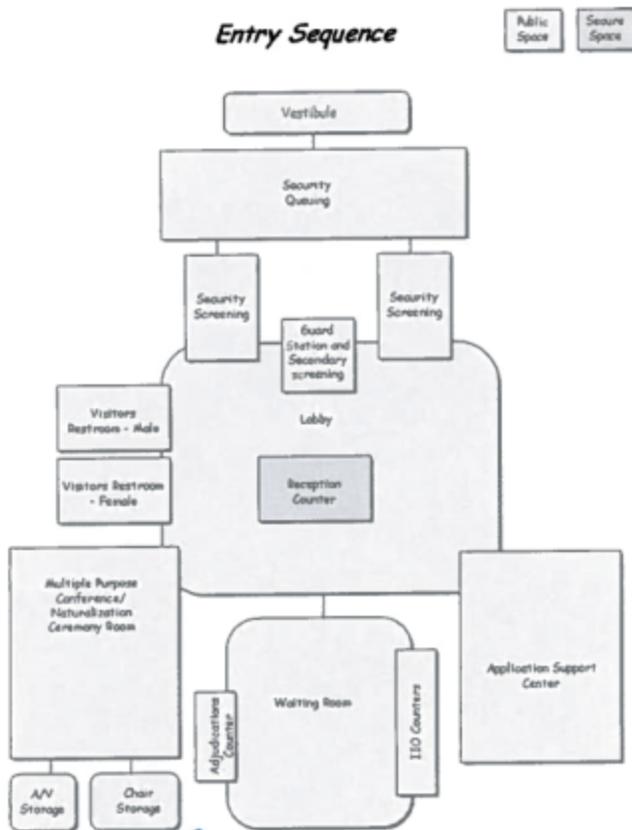
The design of the ASC area must encompass several functionally specific areas: entry, waiting, supervisory staff, operations, and copy/supply. The ASC should be immediately adjacent to the security screening and the building design shall allow the ASC and the security screening to operate outside of normal business hours while still having the remainder of the facility be closed and secured.

The ASC entry is a small area off the main lobby for a queuing line with a guard/reception counter, where the applicants will check in for their appointments and have their paper work reviewed for completeness. The Operations (Biometric Machine) should be separate from the waiting room but viewable from the waiting area. The operations processing area shall consist of delineated workspace for each of the biometrics machines with knee walls separating work areas of no more than two biometric machines. Each biometrics machine must have an off white backdrop to allow photographs of the applicants being taken. In addition, space for the manual ink printing workstation and a computer workstation must be included.

Joint Use Space

Throughout the facility there will be spaces that are shared. These spaces include the lobby, the multipurpose conference/training/naturalization room, public restrooms, employee restrooms, break room, and bulk storage. These spaces will utilize a variety of materials and layouts. The spaces will be spread throughout the facility as required.

Public entry into the lobby requires a weather vestibule to protect clients. Once in the building there needs to be ample room for queuing prior to the security screening area. The security screening will consist of up to 2 separate lines each with a magnetometer and x-ray machine. An area to conduct a secondary screening is required. This secondary screening area shall be screened from public view for privacy. Once through security the public will proceed to the reception counter located in the in the general lobby space. This counter is where visitors can ask questions and be directed to the appropriate area within the facility. The counter side will be open for public access and the rest of the reception area will be hard walled for protection of the employee.



The Multipurpose room shall be one large area that shall be used as a conference/training/ceremony room. The room will be used to conduct naturalization ceremonies, where immigrants will be granted US citizenship. The seating for this space shall be movable and be able to be stored in a space immediately adjacent to this room. When configured as smaller rooms, said rooms shall be of appropriate proportions to be used for conference space or training space. Multiple uses may occur at the same time within the larger space and the HVAC system should be designed to accommodate these requirements.

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The Public restrooms should be located adjacent to lobby space. Employee restrooms should be in a central location of the facility with easy access by all employees. On a multi-storied building each floor shall have at least one set of employee restrooms. These spaces will all need to be on dedicated HVAC zone(s) and shall have the proper exhaust rate as required by local code.

There is a preference for the bulk storage to be located on the first floor of the building and in close proximity to the loading dock/ pad. There should be one set of double doors into this room to allow for large deliveries including pallets.

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General Notes

- a. **In the event a conflict exists between the Solicitation for Offers and the U. S. Citizenship and Immigration Services (USCIS) Special Requirements, the USCIS Special Requirements shall prevail.**
- b. **Building Entrances** – Where ever possible there should be two entrances to USCIS space, one for employees and one for all visitors. The employee entrance should enter into the employee work area and will be controlled by a door equipped with door closer, electric strike and proximity card reader.
- c. **Direct/Indirect Light Fixtures** – shall be equipped with T8 or Super T8 lamps with electronic ballast providing 30 foot candles (unless otherwise noted) of light at work surface height (30" AFF). The lessor shall maintain the fixtures and replace lamps as necessary. Lamp color shall be maintained at 3500K and the CRI (Color Rendition Index) must be maintained at a minimum of 80 for the term of the lease unless an alternate light color is approved by the USCIS Field Support Center. Where fluorescent direct / indirect fixtures are not indicated in this document (i.e. Bulk Storage, etc. other fixtures appropriate for that specific condition should be used). **The Lessor shall ensure that the cost of the shell specified lighting in the Solicitation for Offers needs to be subtracted from the total lighting cost in the Tenant improvement pricing.**
- d. **Typical Sidelight Assemblies** – shall be constructed of 16 gauge, 2" hollow metal (HM) frame with welded corners and 1/4" tempered glass. Typical sidelights should be approximately 1'-6"W x 7'-0"H and be integral with the door frame. If transoms and additional glazing adjacent to the door frame are to be specified by the Offeror's Architect in order to achieve LEED points for day-lighting, they shall also be integral with the 16 gauge HM door frame and approved by Chief, Project Management Branch, U. S. Citizenship and Immigration Services prior to being included in the project.
- e. **Transient Voltage Surge Suppression (TVSS)** - will be required and must be located prior to the building's main distribution panel. The Lessor shall be responsible for replacement of MX modules when a failure occurs and the system indicates the module is defective. U.S. Government IT (Information Technology) staff will periodically inspect LED indicator lights and contact GSA/Lessor when LED indicators show replacement is necessary. **The Lessor shall be responsible for providing, installing and maintaining this system throughout the entire term of the lease.**
- f. **Intrusion Detection System (IDS)** - required for after hours monitoring of all exterior windows and doors that are accessible from the ground floor or adjacent roof areas and specific interior spaces as identified in this document. This may be accomplished by magnetic switches and dual technology ultrasonic sensors. The system shall include a minimum 90 minute battery backup and be designed to notify the Philadelphia FPS Megacenter 800 525 5725]. **(Note that USCIS Office of Security and Integrity, OSI, will commission the IDS system before space acceptance, and will assist lessor's contractors and the Field Office Director in activating the monitoring codes, etc., with the Megacenter.)** There shall also be an audible alarm located outside the building. All alarm lines shall be in conduit from the alarm box to the telephone junction box. The system shall be equipped with high security line protection and be zoned to provide continuous protection. Zoning of the system will be established by the Project Manager and the Office of Security and Integrity with the architect. The Lessor will be responsible for the maintenance of this system. The Lessor is also responsible for providing security that prevents unauthorized entry to the leased space during non-duty hours. The FPS MegaCenter shall be notified telephonically if the alarm system detects unauthorized entry. The system shall include all computer hardware, software and printers. The alarm shall remain active from 6:00 PM through 6:45 AM Monday through Friday and from 6:00 PM through 6:45 AM Friday through Monday unless modified by the local office. It also must have programmable hours to allow for changes to the time. It shall be active 24 hours a day on Federal holidays. The sensors will need to be zoned so that those offices requiring off duty hours of operation can be utilized individually while the other spaces are protected. The Federal Protective Service maintains a standard equipment list that must be adhered to, therefore the MegaCenter can only accept UL commercial panels by Honeywell (Ademco), Bosch (Radionics), Caddx, or DMP. Training will be provided to USCIS and contract guard staff prior to occupancy of the building to insure proper operational procedures are followed. **The cost of the Intrusion Detection System shall be paid for by the government through the tenant improvement allowance. The Lessor is responsible for all maintenance, service and repairs to ensure the Intrusion Detention System is in operational condition at all times throughout the term of the lease. The Lessor is also responsible for the cost of any monitoring service cost. Upon final cost reconciliation of the project, the cost of the IDS shall be provided to the Government for USCIS budgetary purposes.**
- g. **Access Control System** – Required on selected doors and shall be incorporated into the design intent drawings (DIDs). These doors will also be equipped with electric strikes, commercial grade door closers and mortised storeroom function door hardware. Interior proximity card readers shall be compact and low profile in design. Exterior proximity card readers shall be weather and vandal resistant. Doors equipped with this system shall be set to fail/secure.

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Provide a minimum of 50 programmable proximity cards. (Note: in a multitenant/ shared entrance building, the lessor will also be required to provide USCIS with codes/ cards at the time of space acceptance, as necessary for afterhours access by USCIS, appropriate to the number of USCIS occupants.) The system shall be located in the computer room and be equipped with a 90 minute battery backup. The system must be Homeland Security Presidential Directive 12 / HSPD-12 compliant. (Note that USCIS Office of Security and Integrity, OSI, will commission the ACS system as part of the space acceptance by the USCIS PM, and will assist lessor's contractors and the Field Office Director in activating the system, local recording and remote monitoring.) System controllers would be located in LAN Room. Computer, monitor, printer and ID management system will be located in Mission Support office unless stated otherwise in the design process. Provide computer, monitor, printer and all necessary hardware and software for a complete installation. The location of the computer, monitor, printer and other associated hardware will be identified during the design process. Training will be provided to USCIS Staff prior to occupancy of the building. **The cost of the proximity card reader system shall be paid by the government through the tenant improvement allowance. The lessor is responsible for all maintenance, service and repairs throughout the entire term of the lease to ensure the proximity card system is in operational condition at all times. Upon final cost reconciliation of the project, the cost of the proximity card access system shall be provided to the Government for USCIS budgetary purposes.**

- h. **Video Surveillance** – required to provide coverage of the exterior of the building, secure parking areas, waiting room areas, and building entrances. Exterior cameras to be fixed Bosch LTC day/night or government approved equal and are to be building mounted wherever possible. The exact types, locations and quantity of cameras will be determined when the final design is completed and based on input from the Government and Lessor's security contractor/consultant. Video displays shall be a LCD Flat Panel Display (Bosch MON192CL10 or Government approved equal). Provide all necessary multi-plexers, controls (including an advance dome controller), switchers, printer, wiring etc. for a complete installation. A digital recorder capable of storing an entire month of video imaging must be provided. A DVD writer with a watermark must be provided that allows copies of selected video to be provided to law enforcement. The location of the video displays will be located at the guard station and the digital recorder, located in the LAN room, will be provided by the USCIS Project Manager during the design process. Training will be provided to USCIS and contract guard staff prior to occupancy of the building on the Video Surveillance system. (Note that USCIS Office of Security and Integrity, OSI, will commission the surveillance system as part of the space acceptance by the USCIS PM, and will assist lessor's contractors and the Field Office Director in activating the recording DVR, etc., Lessor's contractor). **The cost of the Video Surveillance System shall be paid by the government through the tenant improvement allowance. The Lessor is responsible for all maintenance, service and repairs throughout the lease term to ensure the Video Surveillance System is in operational condition at all times. Upon final cost reconciliation of the project, the cost of the video surveillance system shall be provided to the Government for USCIS budgetary purposes.**
- i. **Metal Detector** – To be provided by the Federal Protective Service Blanket Purchase Agreement. Funding will be a separate Security Work Authorization.. Lessor to provide necessary dedicated power drops as per special requirements. (Note that USCIS Office of Security and Integrity, OSI, and FPS will commission the security screening system before occupancy.
- j. **X-RAY Machines** – To be provided by the Federal Protective Service Blanket Purchase Agreement. Funding will be a separate Security Work Authorization. Lessor to provide necessary dedicated power drops as per special requirements. (Note that USCIS Office of Security and Integrity, OSI, and FPS will commission the security screening system before occupancy
- k. **Cable Management / Data and Voice Cabling; USCIS Standards for Cable Plant and for Computer (LAN) Room Fixtures and Standards** – the successful offeror shall be responsible for the installation testing and certification of all data and voice cabling. A copy of the latest USCIS Structured Cabling Plant Standards is attached to these Special Requirements. A site-specific Scope of Work (SOW) specific for the cabling requirements for this installation will be provided during the design process. In general, each drop shall consist of one voice drop and two data drops for each office, workstation or other location indicated during the design phase.

The successful offeror will also be responsible for providing racks for phone and data punch downs as well as ladder type racks in the Computer (LAN) Room (and Wiring Closet if applicable) as highlighted in the USCIS Structured Cabling Plant Standards and USCIS Computer Room Standards, attached.. A combination of cable basket trays and J-hooks shall be used to distribute the data / voice cable throughout the building and shall be coordinated with the USCIS Project Manager who will coordinate with OIT during the 30% plan review. Cable trays (basket and ladder) shall be coordinated with mechanical ducts, sprinklers, plumbing, etc. to ensure a minimum of a 12" clearance above the tray

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from any obstructions. This work (materials and labor) shall have an OEM warranty equal to the term of the lease.

Note: USCIS Office of Information Technology (OIT) will commission all the foregoing as part of space acceptance by the USCIS PM. All standards are to be followed-to-the-letter, unless written, specific approval of a deviation has been received in advance from OIT through the USCIS Project Manager and GSA Contracting Officer.

Within 30 days of cabling plant completion, the contractor shall provide: Letter of Certification, Implementation Report, Detailed Materials List, Cable Plant Test Certification Letter, Copper Cable Test Results, Fiber-optic Cable Test Results, Cabling Warranty Documentation, and As-built Cable Plant Drawings. Please refer to section 2.1 of the USCIS Cable Plant SOW and section 15 of the USCIS Structured Cable Plant Standard for detailed descriptions of each deliverable. The cost of this work shall be paid by the government through the tenant improvement allowance. Upon final cost reconciliation of the project, the cost of the data and voice cabling shall be provided to the Government for USCIS budgetary purposes.

- i. **Sound Transference** – It is the intent of USCIS to minimize the sound transference between private offices identified in this document as requiring a STC rating of 45. USCIS realizes that the requested construction for these offices may not quite reach that STC rating what we are requiring for construction is walls that are constructed slab to deck with 5/8" Gypsum drywall and filled with batt insulation. The only room requiring additional construction effort to ensure a rating of STC 45 is the HSDN/ TALON) Room, (see below)
- m. **Finishes** – all outside corners will be protected by a 4'0" vinyl corner guard.
- n. **Electrical Circuits** – Dedicated circuits will be required in copier areas/ copier rooms and for the shredder in the FDNS Interview (TALON) room, and for the X-Ray machines, magnetometer and the appliances and vending machines in the break room. Dedicated outlets shall be a different color than the building standard.

2. **Branding**

U.S. Citizenship and Immigration Services is incorporating branding elements into the exterior and public spaces of all newly acquired space. Below are some design criteria that should be considered in developing the proposed design.

- a. Public Lobby and USCIS Waiting Room (combined Adjudications and Information Waiting Rooms) with a ceiling height of 12'0" is desirable and should be considered when developing the layout.
- b. The profile of the statue of liberty (depicted to the right) should be provided on the exterior perimeter of the building near the public entry or within the lobby space if this is not possible.
- c. The USCIS exterior sign standards must be incorporated into the proposal (see item 3).
- d. The successful offeror's architect must work with the USCIS Field Support Center on incorporating regional branding colors into all spaces.



STATUE OF LIBERTY PROFILE

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e. **Branding Paint Colors:**

USCIS has developed Regional Color Schemes that will be incorporated into all projects. The successful offeror's architect will work with the USCIS Project Management Branch. Accent colors shall be used only in the large public areas and in breakrooms, conference rooms and open office areas.

NORTHEAST COLOR PALETTE			
BRICK RED	TAN	BLUE	WHITE
Benjamin Moore	Benjamin Moore	Benjamin Moore	Benjamin Moore
HC - 51	HC - 34	HC-158	HC - 27
Audubon Russet	Wilmington Tan	Newburg Green	Monterey White
Pantone	Pantone	Pantone	Pantone
17-1436 TPX	14-1113 TPX	19-4229 TPX	12-0804 TPX
Page 54	Page 74	Page 191	Page 3

NORTHWEST COLOR PALETTE			
EGGPLANT	TEAL	GOLD	WHITE
Benjamin Moore	Benjamin Moore	Benjamin Moore	Benjamin Moore
HC-158	672	208	HC - 27
Newburg Green	Intercoastal Green	Da Vinci's Canvas	Monterey White
Pantone	Pantone	Pantone	Pantone
19-4229 TPX	18-5121 TPX	12-0936 TPX	12-0804 TPX
Page 191	Page 223	Page 77	Page 3

SOUTHEAST COLOR PALETTE			
BLUE	ORANGE	GOLD	WHITE
Benjamin Moore	Benjamin Moore	Benjamin Moore	Benjamin Moore
804	110	209	HC - 27
Chicago Blues	Star Fish	Buena Vista Gold	Monterey White
Pantone	Pantone	Pantone	Pantone
18-4036 TPX	15-1234 TPX	14-1038 TPX	12-0804 TPX
Page 181	Page 85	Page 77	Page 3

SOUTHWEST COLOR PALETTE			
RED	BROWN	GOLD	WHITE
Benjamin Moore	Benjamin Moore	Benjamin Moore	Benjamin Moore
1351	1028	1112	HC - 27
Chinaberry	Spanish Brown	Sandy Valley	Monterey White
Pantone	Pantone	Pantone	Pantone
19-1850 TPX	17-1321 TPX	16-0940 TPX	12-0804 TPX
Page 130	Page 43	Page 80	Page 3

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3. EXTERIOR SIGN STANDARD

The exterior signage depicted must be provided on the exterior of the building space or in the entrance area to the USCIS space or as part of a monumental freestanding sign, retaining wall or other site feature. The proposed sign location should be indicated on the site plan or building elevation plans. (Dimensions utilized in the following layout are for scaling purposes only. If the offeror proposes a larger sign, all dimensions will be increased proportionally.)



4. SPECIAL HOURS OF OPERATION

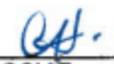
The entire building is considered to be operational from 7:00AM to 6:00PM, 5 days per week (except for Federal Holidays). The Application Center is to be considered operational from 7:00AM to 6:00PM on Saturday's (except Federal Holidays). Other Areas such as the lobby, waiting rooms, ALL RESTROOMS (including the building shell restrooms) and the BREAK ROOM and COMMON CORRIDOR must be capable of having HVAC on Saturdays. These spaces (except for shell areas) are identified in the Specific Room Requirements. The HVAC should be zoned accordingly to avoid unoccupied areas from be heated or cooled. Additionally the LAN ROOM and any wire/telephone closets require 24/7 HVAC. USCIS recognizes that all utility costs in excess of 10 hours per day Monday through Friday will be paid for as overtime utilities through a Reimbursable Work Authorization.

5. INTERIOR LAYOUTS

To assist in the design of the space, adjacency diagrams are included below to demonstrate the required adjacencies. While the building shape and number of floors may change, the adjacencies must be met. A test fit drawing with the necessary adjacencies must be provided based on the shell design being proposed by the Offeror. This plan is intended as a schematic design for adjacency purposes only.

Adjacency and specific room requirements that affect the shell design are as follows:

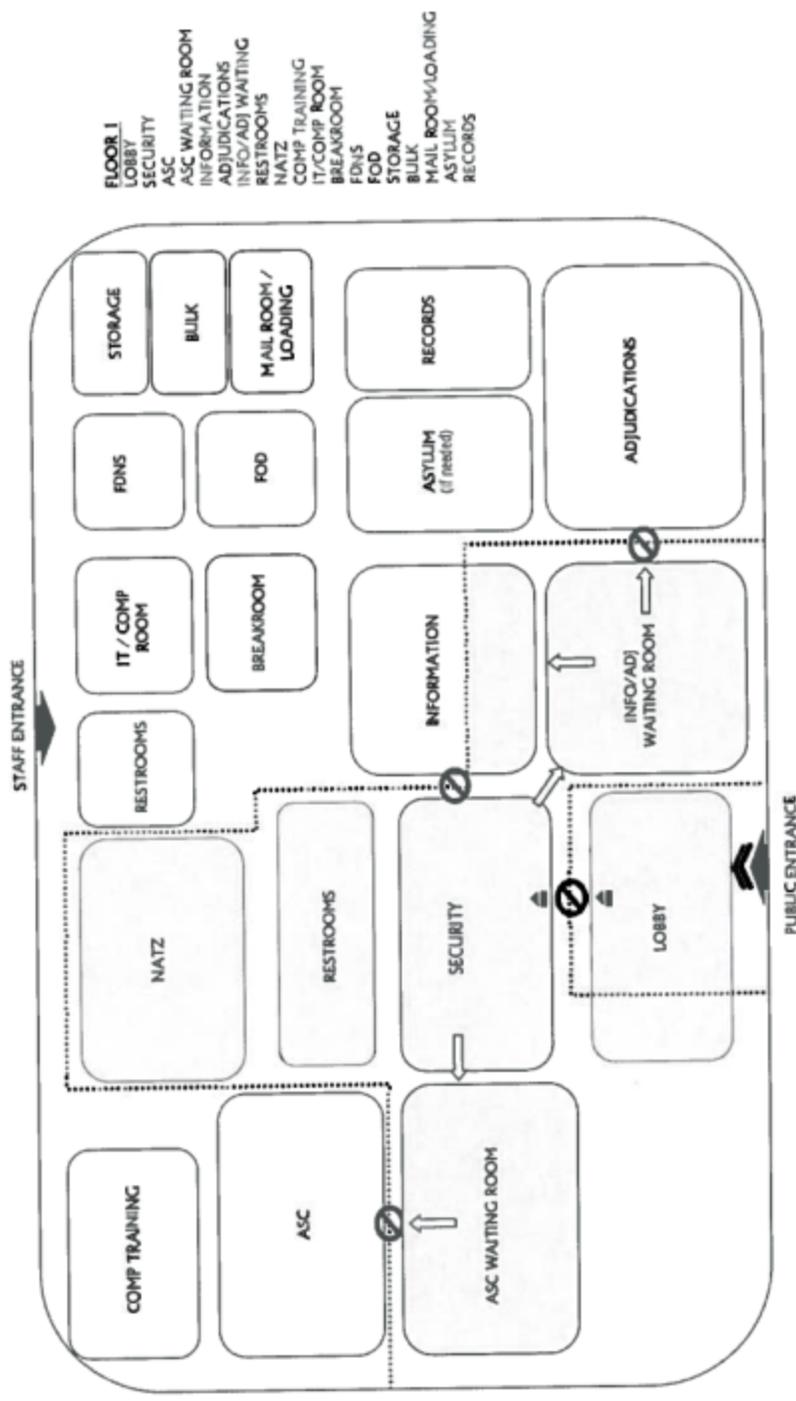
- a. The Lobby and USCIS Waiting Room (combined Adjudications and Information Waiting Rooms) should have ceiling heights of 12'-0" when possible.
- b. Open Office Area, File Rooms for Information, Mission Support and Records should be combined whenever possible.
- c. The Application Support Center (ASC) must have a separate waiting room (ASC Waiting Room) located off from the Lobby. The ASC often operates during hours when other areas of the building may be closed. It is therefore necessary that the ASC personnel have access to the Break Room, Employee Restrooms (Men's and Women's), Lobby and Visitor Restrooms (Men's and Women's). The required adjacencies should be considered in the zoning of the HVAC system as well as for the test fit.
- d. The Naturalization Ceremony Room should be accessible from the Lobby, if possible, to avoid having the public going through USCIS Office Spaces.
- e. The Immigration Services Officer (Level II and III) Offices should be immediately adjacent to the Public Waiting Room.
- f. The USCIS Open Office Area (Clerical Area) should be adjacent to the Information Counter Area and the Immigration Services Officer offices. Additionally, the File Room needs to be centrally located in relation to the open office area.
- g. Employee Restrooms (Men's and Women's) and the Break Room must be accessible to both the Application Support Center personnel and the other USCIS Personnel.

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Single Floor Model

SECURE ACCESS
SCREENED PUBLIC ACCESS AREA

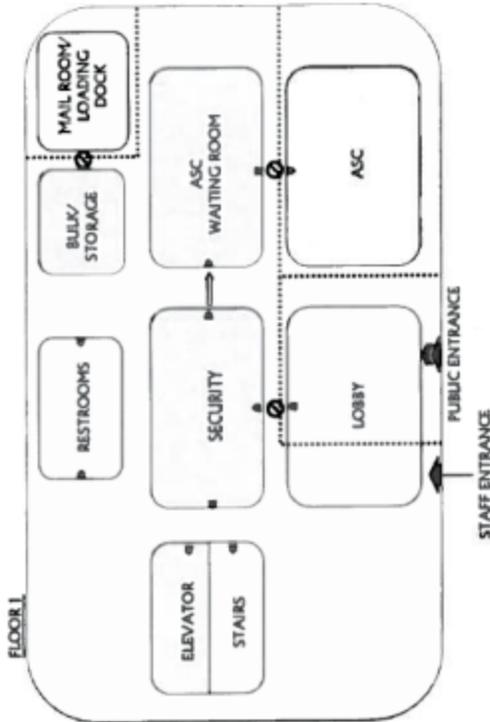


June 1, 2009

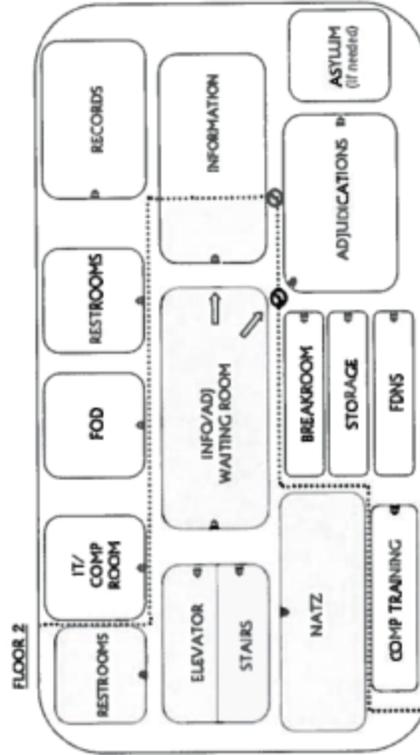
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2 Floor Model, ASC on 1st Floor



- FLOOR 1
- LOBBY
- SECURITY
- ASC
- ASC WAITING ROOM
- RESTROOMS
- BULK/STORAGE
- MAIL ROOM/LOADING DOCK



- FLOOR 2
- NATZ
- COMP TRAINING
- BREAKROOM
- STORAGE
- RECORDS
- INFORMATION
- ADJUDICATIONS
- INFO/ADJ WAITING ROOM
- RESTROOMS
- IT/COMP ROOM
- FOD
- FDNS
- ASYLUM

June 1, 2009

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LEADERSHIP

6. **Field Office Director** – 225 square feet private office – requires:
- a. Adjacency – Part of Field Office Director Suite (will not be collocated with the District Director suite at District Offices).
 - b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
 - c. Walls - Gypsum wall board constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base
 - d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2" HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
 - e. Ceiling – 2' x 2' ACT with tegular edges or with mineral core and a minimum 25% recycled content Government approved equal. Minimum ceiling height is 8'-0".
 - f. Lighting – fluorescent direct / indirect lighting providing 30 foot candles at 30" AFF.
 - g. Electrical, Data, Voice – min. four duplex electrical receptacles and one combination data/voice jack on walls.
7. **Conference Room (Field Office Director)** – 300 square feet - requires:
- a. Adjacency – part of District Director or Field Office Director's Suite.
 - b. Floors – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
 - c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base
 - d. Door – solid core hardwood veneer door with commercial grade mortise passage set and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM frame).
 - e. Ceiling – 2' x 2' ACT with tegular edges or with mineral core and a minimum 25% recycled content Government approved equal. Minimum ceiling height is 8'-0".
 - f. Lighting – fluorescent direct / indirect lighting providing 30 foot candles at 30" AFF on dimmer switch control.
 - g. Electrical, Data, Voice – min. four duplex electrical receptacles and two-combination data/voice jacks on walls. Provide recessed floor outlet (containing a voice and data jack and one duplex electrical receptacle), this outlet shall be flush with the finished floor and equipped with a removable cover. Provide cable television outlet in this room.
 - h. HVAC – independently zoned HVAC with thermostat in this room.
 - i. Miscellaneous – sufficient backing support provided in wall for LCD Screen. Provide continuous hardwood chair rail (to match the door finish) around the room.
8. **Combined Reception / Open Office Area** - approximately 125* square feet - requires:
- a. Adjacency – part of Field Office Director's Suite, includes a Mission Support 64 sf cubicle
 - b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight
 - c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
 - d. Door – solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM door frame).
 - e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
 - f. Lighting – fluorescent direct / indirect lighting providing 30 foot candles at 30" AFF.
 - g. Electrical, Data, Voice – to be determined after lease award.
9. **Copier Room** – 60 square feet – requires:
- a. Floor – vinyl composition tile, marmoleum, or linoleum.
 - b. Walls – Gypsum wall board painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
 - c. Door – no door is required (provide 2" HM frame opening with welded corners).
 - d. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
 - e. Lighting – fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
 - f. Electrical, Data, Voice – dedicated duplex electrical receptacle and data/voice jack for Copier. Two duplex electrical outlets and one data/voice jack at counter height.
10. **Mission Support Officer** – 150 square foot office - requires:
- a. Adjacency – part of the Field Office Director Suite whenever possible

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- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45 painted with low VOC water-based eggshell finish slab to finished ceiling subdividing .Provide 4" vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2" HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls.
- h. Miscellaneous - Computer, monitor, printer and ID management system will be located in Mission Support office unless stated otherwise in the design process.

11. Computer Staging and Storage Room – approximately 150 square feet, including 64 sf cubicle and worktables - requires:

- a. Adjacency – locate adjacent to the LAN room.
- b. Floor – grounded, static resistant resilient flooring.
- c. Walls –Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base. Provide approx 4'x4' view window into the LAN room.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM door frame). Door shall also be equipped with door closer, electric strike and proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice – Six duplex electrical receptacles and two-combination data/voice jacks on walls.

12. LAN Room – approximately 200 square feet - requires:

- a. Adjacency – centrally located within the building to minimize the need for remote wiring closets (longest computer cabling run is 328 feet from the computer to the termination point in the LAN room). Buildings with multiple floors may require remote wiring closets.
- b. Floor – grounded, static resistant resilient flooring.
- c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door – Solid core doors equipped with commercial grade mortised lockset (storeroom function), door closer and 2" HM frame with welded corners. All doors entering shall also be equipped with door closer, electric strike and proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0". Every effort shall be made to keep the space above the ceiling free from sprinkler mains, plumbing runs, building HVAC ductwork and equipment. Restrooms, kitchens, or other similar spaces shall not be located directly over the LAN room.
- f. Lighting – fluorescent recessed direct / indirect fixtures providing 50 foot candles at 30" AFF.
- g. Electrical - Independent electrical panel(s) shall be located in this room for all circuits in this room (except lighting). The electrical panel must have 25% spare capacity. Provide emergency power off button located adjacent to the door(s) that will shut down all power for the electrical panel in this room. Emergency shutdown switch will be provided. A #6 copper ground must be available for the equipment for equipment in this room. The preferred ground is a 5/8" diameter #6 copper ground rod that is 10'-0" long and driven into the earth. Provide two, L-5 twist & lock 110 volt 20 amp outlets (NEMA L5-20R) and two (2) L-6 twist & lock 220 volt 30 amp outlets (NEMA L6-30R), three (3) dedicated quadplex receptacles on the wall behind the equipment racks. Provide six general purpose duplex electrical receptacles as well. All electrical receptacles shall be grounded with a #6 copper ground. **The types and quantity of electrical receptacles may be updated after lease award during the design phase due to changing technology after lease award and should be used for initial planning purposes only.**
- h. Alarms - Audible and visual alarms must be located outside this room above the door entering this room for moisture, heat and smoke sensors inside the room. The heat and moisture detectors must be on a dialer separate from the building fire alarm system and will need to notify the FPS Megacenter. The dialer will be tied into the U.S.C.I.S. PBX (telephone system). A dual technology ultrasonic sensor will be installed and tied to the Intrusion Detection System.
- i. HVAC - Separate stand alone HVAC unit capable of providing temperatures between 60° and 80° and a humidity level between 40% and 60% twenty-four (24) hours per day, seven (7) days per week. The unit shall be located entirely outside the Computer Room and ducted in. The unit should be sized to accommodate 32,000 BTUs and allow for an increase of 50% cooling in order to accommodate equipment that may be added in the future. **The detailed list of equipment to be housed in this room will be provided after lease award and should be used for initial planning**

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purposes only. The supplemental HVAC system shall be paid lump sum or through the tenant improvement allowance but must be maintained throughout the term by the lessor.

- j. Fire Suppression System – standard fire suppression system shall be installed in the Computer Room when located in buildings that are required to have a sprinkler system by code. Sprinkler heads within the Computer Room shall be on their own zone and not “daisy chained” to other heads in the system. Additionally, type ABC fire extinguishers (trash, paper, wood, liquids, grease, and electrical equipment) will be required adjacent to each door exiting this room. Extinguishers shall be non-corrosive such as Ansul Clean Guard with DuPont FE-36 or equal.
- k. Standards – Please reference the Structured Cable Plant Standard document and the Computer and Telephone Room Standards document.

13. Supply Room - approximately 150 square feet - requires:

- a. Floor – concrete with a commercial grade opaque sealer. Floor must be capable of supporting a live load of 100 lbs per square foot.
- b. Walls – Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4” vinyl or rubber base.
- c. Door – solid core hardwood veneer door with commercial grade mortise lockset (classroom function) 2” HM frame with welded corners. Door to be equipped with an electric strike released via proximity card reader.
- d. Ceiling - 2’ x 2’ ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8’-0”.
- e. Lighting – fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30” AFF.
- f. Electrical, Data, Voice – provide four duplex electrical receptacles and one combination data/voice jack.

ADJUDICATIONS DIVISION

14. Immigration Services Officer- Level III (Supervisory Adjudication Officers) – One (1) private office at 150 square feet, requires:

- a. Adjacency – must be interspersed with the Immigration Services Officers – Level III (Supervisory Adjudication Officers) adjacent to the USCIS Waiting Room.
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4” vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2” HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
- e. Ceiling – 2’ x 2’ ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8’-0”.
- f. Lighting – fluorescent direct / indirect lighting providing 30 foot candles at 30” AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls.

15. Immigration Services Officer Level II (Adjudication Officers) – Three (3) offices at 150 square feet each - requires:

- a. Adjacency – must be located adjacent to the USCIS Waiting Room.
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4” vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise passage set and 2” HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
- e. Ceiling – 2’ x 2’ ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8’-0”.
- f. Lighting – fluorescent direct / indirect lighting providing 30 foot candles at 30” AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls.

16. Immigration Services Officer Level II (Asylum Circuit Riders) – Two (2) offices at 175 square feet each – requires:

- a. Adjacency – must be located adjacent to the USCIS Waiting Room.
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4” vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise passage set and 2” HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).

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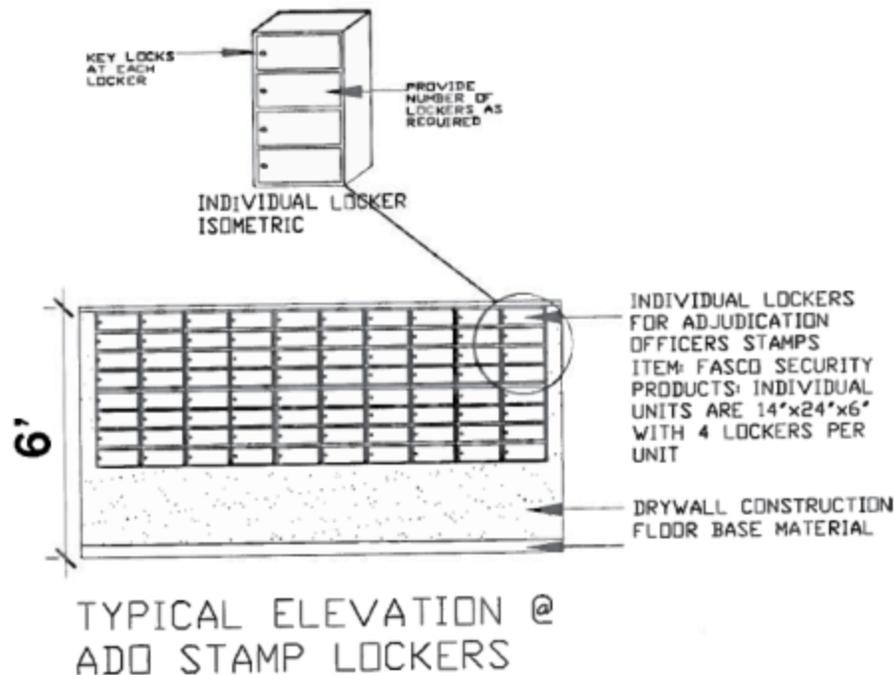
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- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect lighting providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls

17. Adjudications Open Office Area - approximately 144 square feet, including two (2) 64 sf cubicles - requires:

- a. Adjacency – must be consolidated with the Open Office Area for Information and Records creating an OPEN OFFICE AREA totaling 370 sf.
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM door frame). Doors to this area accessible from public corridors shall be equipped with electric strike and proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – provide a minimum of one duplex electrical and one combination data voice jack per 90 square feet or as required by code. Additional may be added after lease award.
- h. Stamp and Ink Lockers – locate eight (8) individual lockers, 6 inches high by 14 inches wide by 6 inches deep in the Adjudications Open Office area or in one location in the Immigration Services Officers corridor space for the overnight storage of secure stamps and ink. Sample layout as shown below.



18. Adjudications Copier Area – 60 square feet shall be integrated into open office area – requires:

- a. Floor – vinyl composition tile, marmoleum, or linoleum.
- b. Walls – painted with low VOC water-based eggshell finish slab to finished ceiling subdividing. Provide 4" vinyl or rubber base.
- c. Door – no door is required (provide 2" HM frame opening with welded corners).
- d. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- e. Lighting – fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.

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- f. Electrical, Data, Voice – dedicated duplex electrical receptacle and data/voice jack for Copier. Two duplex electrical outlets and one data/voice jack at counter height.

19. Adjudications A-File Room – approximately 60 square feet - requires:

Adjacency – must be adjacent to Open Office Area (Clerical Area). Close proximity to the Bulk Storage Room is also desirable (but not required).

- Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight. Floor must be capable of supporting a live load of 100lbs per square foot.
- Walls – Gypsum wall board constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- Door(s) – solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Door(s) shall be equipped with an electronic strike that is released by a proximity card reader. May incorporate a Dutch door.
- Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- Lighting – fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF and running continuously perpendicular to the file shelving.
- Electrical, Data, Voice – provide duplex electrical receptacles, with data/voice jacks at a ratio of one per 300 square feet with a minimum of one.

20. Adjudications Waiting Room - approximately 541 square feet - requires:

- Adjacency – **IN A ONE STORY CONFIGURATION WILL BE CONSOLIDATED WITH INFORMATION WAITING ROOM CREATING A 878 SQUARE FOOT WAITING ROOM (INDICATED AS USCIS WAITING ROOM ON ADJACENCY DIAGRAM).** Must be located with direct access to the public lobby and Information Counter and adjacent to the Immigration Services Officers office area.
- Space Description – shall provide a professional open environment for the public providing natural light via clerestory, skylights or storefront windows.
- Floors – commercial recycled rubber flooring at least 4mm (such as Ecosurfaces or equivalent). Life cycle cost shall be provided for any other proposed flooring products.
- Base – Durable material that complements the floor and wall materials.
- Walls – Gypsum wall board constructed slab to deck, STC rating of 45, with sound control at any penetration in the wall, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- Ceiling - may be painted exposed deck (spiral duct is required if the deck is exposed) or a combination of a high quality ceiling tile with GWB accents. The Government shall approve exact design. Should be a minimum of 12' open space if possible.
- Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- HVAC - Independent HVAC zone with thermostat in this room. Provide air changes per ASHRAE standards for assembly space.
- Doors and Hardware (into lobby space) – glass double doors with pivot hardware and commercial grade bottom rail deadlocks. Provide as many sets of doors required by code.
- Doors and Hardware (into office space, located behind Information Counter and into Interview Room area) – solid core hardwood veneer door(s) entering into the open office area beyond shall be equipped with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. These doors are to be equipped with an electric strike released via proximity card reader.
- Miscellaneous - Provide wall bracing, brackets, electrical and conduit with wall box and pull string for Government provided LCD televisions/monitors (assume that televisions will weigh approximately 100 lbs and that there will be one location for every 500 square feet).

21. Naturalization Ceremony Certificate Preparation Room - approximately 150 square feet – requires

- Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- Walls – Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base
- Door – Door must be 1 ¾" 16-gauge hollow metal or 1 ¾" solid core wood, equipped with a pneumatic door closer and have non-removable hinge pins swinging into the room. Where there are multiple door openings, only one must be used as the primary entrance/exit and equipped with locking mechanisms as stated below. All other openings will serve as emergency exits only and be equipped with emergency "panic" hardware on the inside and no hardware on the outside. The door lock must consist of a built-in, three-position combination dial lock or a high-security key-lock (e.g.,

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Medeco lock), with a minimum 1" deadbolt. Card readers in and of themselves are not sufficient for securing the room and may be installed as a supplementary measure for access control purposes only.

- d. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- e. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- f. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls.
- g. Miscellaneous – Windows are not allowed in this room. Ducts, pipes, registers, sewers, etc. in excess of 96 square inches that penetrate the room perimeter must be secured with 18-guage expanded metal or wire mesh, or by rigid metal bars ½ " in diameter extending across their width with a maximum space of 6 " between bars.

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RECORDS DIVISION

22. Records Open Office Area - approximately 144 square feet, including two (2) 64 sf cubicles, - requires:

- Adjacency** - when using a one story solution must be consolidated with the Open Office Area for Adjudications and Information creating an **OPEN OFFICE AREA** of 370 sf
- Floor** - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- Walls** - Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- Door** - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM door frame). Doors to this area accessible from public corridors shall be equipped with electric strike, door closer and proximity card reader.
- Ceiling** - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- Lighting** - fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- Electrical, Data, Voice** - to be determined after lease award.

23. Records A-File Room - approximately 200 square feet - requires:

- Adjacency** - Must be adjacent with the Open Office Area for Adjudications, Information and Records
- Floor** - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight. **Floor must be capable of supporting a live load of 100lbs per square foot.**
- Walls** - Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- Door(s)** - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Door(s) shall be equipped with an electronic strike that is released by a proximity card reader. May incorporate a Dutch door.
- Ceiling** - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- Lighting** - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF and running continuously perpendicular to the file shelving.
- Electrical, Data, Voice** - provide duplex electrical receptacles, with data/voice jacks at a ratio of one per 300 square feet, minimum of one.

24. Records Copier Area - 60 square feet - requires:

- Floor** - vinyl composition tile, marmoleum, or linoleum. or equivalent.
- Walls** - Gypsum wall board, painted slab to finished ceiling. Provide 4" vinyl or rubber base.
- Ceiling** - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- Lighting** - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- Electrical, Data, Voice** - dedicated duplex electrical receptacle and data/voice jack for Copier. Two duplex electrical outlets and one data/voice jack at counter height.

25. Secure File Room - approximately 65 square feet - requires:

- Adjacency** - must be located with direct access from inside the A-File room.
- Floor** - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight. Floor must be capable of supporting a live load of 100lbs per square foot.
- Walls** - Gypsum wall board, constructed slab to deck, painted from slab to finished ceiling with a low VOC water-based eggshell finish. Provide 4" vinyl or rubber base
- Door** - solid core veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. This door shall be equipped with an electronic strike that is released by a proximity card reader. Any hardware, hinges, screws, bolts, etc. accessible from outside this room must be peened, brazed or spot welded to preclude removal.
- Ceiling** - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- Lighting** - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- Electrical, Data, Voice** - four duplex electrical receptacles and one combination data/voice jack on walls.

26. File Retirement and Staging Room - approximately 150 square feet - requires:

- Adjacency** - should be located in the vicinity of the Records File Room

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- b. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight. **Floor must be capable of supporting a live load of 100 lbs per square foot.**
- c. Walls - Gypsum wall board, slab to deck, painted VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Door shall be equipped with an electric strike that is released by a proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - florescent direct/indirect fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice - minimum of two electrical receptacles and one combination data/voice jack on the walls.

INFORMATION DIVISION

27. Immigration Services Officer Level I (Immigration Information Officer (IIO)) - Four (4) offices at 150 square feet each - each requires:

- a. Adjacency - Must be consolidated with the Open Office Area for Information, and Records creating an OPEN OFFICE AREA.
- b. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls - Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (Integrated with HM door frame). Doors to this area accessible from public corridors shall be equipped with electric strike and proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice - to be determined after lease award.

28. Information Copier Area - 60 square feet - requires:

- a. Adjacency - must be located adjacent to the Information Counter and Open Office Area.
- b. Floor - vinyl composition tile, marmoleum, or linoleum.
- c. Walls - painted with low VOC water-based eggshell finish slab to finished ceiling subdividing. Provide 4" vinyl or rubber base.
- d. Door - no door is required (provide 2" HM frame opening with welded corners).
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice - dedicated duplex electrical receptacle and data/voice jack for Copier. Two duplex electrical outlets and one data/voice jack at counter height.

29. Information Waiting Room - approximately 425* square feet - requires:

- a. Adjacency - **IN A ONE STORY CONFIGURATION MUST BE CONSOLIDATED WITH ADJUDICATIONS WAITING ROOM CREATING A 878 SQUARE FOOT WAITING ROOM (INDICATED AS USCIS WAITING ROOM ON ADJACENCY DIAGRAM).** Must be located with direct access to the public lobby and Information Counters.
- b. Space Description - shall provide a professional open environment for the public providing natural light via clerestory, skylights or storefront.
- c. Floors - Commercial recycled rubber flooring at least 4mm (such as Ecosurfaces or equivalent) or other resilient flooring material. Life cycle cost shall be provided for any other proposed flooring products.
- d. Base - Durable material that complements the floor and wall materials.
- e. Walls - Gypsum wall board constructed slab to deck, STC 45 with sound control at any penetration in subdividing (such as openings for plenum returns). painted with low VOC water-based eggshell finish from slab to finished ceiling. Accent walls/wainscot at high traffic areas using a metal spine and panel system equal in appearance to "MARLITE" shall be used to complement the counters and provide a surface that is durable and can be easily cleaned.
- f. Ceiling - may be painted exposed deck (spiral duct is required if the deck is exposed) or a combination of a high quality ceiling tile with GWB accents. The Government shall approve exact design. Should be 12'0" open space when possible.
- g. Lighting - fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.

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- h. HVAC - Independent HVAC zone with thermostat in this room. Provide air changes per ASHRAE standards for assembly space.
- i. Doors and Hardware (into lobby space) - glass double doors with pivot hardware and commercial grade bottom rail deadlocks. Provide as many sets of doors required by code.
- j. Doors and Hardware (into office space, located behind Information Counter) - solid core hardwood veneer door(s) entering into the open office area beyond shall be equipped with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. These doors are to be equipped with an electric strike released via proximity card reader.
- k. Miscellaneous - Provide wall bracing, brackets, electrical and conduit with wall box and pull string for Government provided LCD televisions/monitors (assume that televisions will weigh approximately 100 lbs (to include mounting bracket) and that there will be one location for every 500 square feet of waiting room).

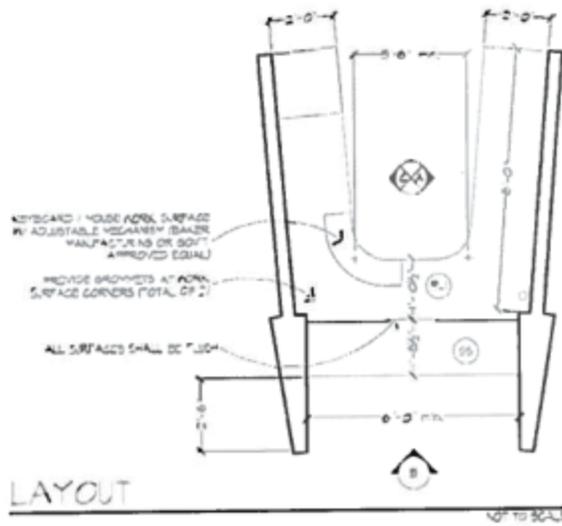
30. Forms Storage - approximately 200 square feet - requires:

- a. Adjacency - should be in close proximity to Open Office Area (Clerical Area) and open into the Information Counter Area.
- b. Floor - Vinyl composition tile, marmoleum, or linoleum. Floor must be capable of supporting a live load of 100 lbs per square foot. **Floor must be capable of supporting a live load of 100 lbs per square foot.**
- c. Walls - Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. This door shall be equipped with an electronic strike that is released by a proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice - provide duplex electrical receptacles as required by code with data/voice jacks at a ratio of one per 300 square feet.

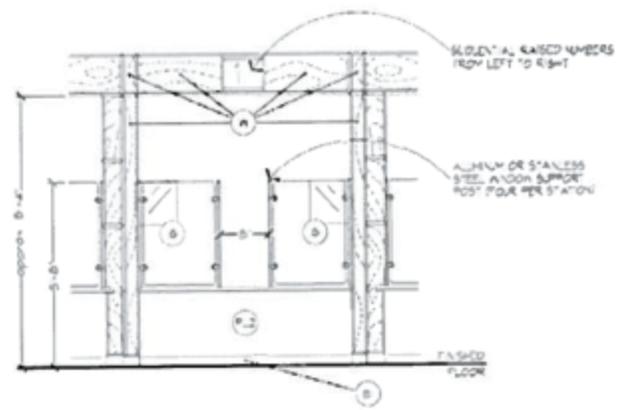
32. Information Counter Area - Four (4) information counter stations shall be provided.

- a. Adjacency - must be located within USCIS Waiting (Combined) Room, or within Information Waiting Room (if apart from Adjudications Waiting Room)
- b. Information Counter Specifications - each station must meet the following requirements:
- c. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/5 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz. yarn weight.
- d. Glazing - all glass shall be clear 1/4" tempered. Wood trim encasing window between stations shall have hardwood trim. Transaction counter window shall be supported in place with an aluminum support assembly that will allow for different glass sizes to be changed out in the future. USCIS Project Manger will provide information as to the required glass width.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal.
- f. Electrical, Data and Telecommunications - each station shall be equipped with a combination duplex data and duplex voice receptacle, one duplex electrical receptacle for computer and one additional convenience quadplex receptacle.
- g. Duress Alarm - provide a duress alarm that will notify the lobby guard station.
- h. HVAC - ventilation shall be arranged to ensure that the air flows from the employee (IIO) side to the public side of the counter (i.e. negative air pressure in the waiting room) to reduce the risk of airborne pathogens infecting USCIS Information Officers.
- i. Lighting - provide task lighting under overhead storage unit. Provide two 24" x 24" fluorescent recessed direct/indirect fixtures for each information counter.
- j. Keyboard surface - an adjustable keyboard surface shall be integrated into the solid surface counter. This mechanical lift mechanism shall be as manufactured by Baker Manufacturing or approved equal.
- k. Plastic Laminate - shall be used as indicated on the vertical surface under the counter on the public side. Provide grommets that are directly above receptacle locations.
- l. Slat board - vendor information shall be provided by the government to the lessor.
- m. Solid Surface - a solid surface material shall be used on the public side of the counter / work surface as indicated on the details below. This solid surface material shall be coordinated with building finish (preferably including recycled content).
- n. Tack board - shall be fabric covered and located as indicated below.
- o. Wood - all plywood veneers shall be Grade A (furniture / cabinet grade) on the finished side with beveled or radius trim pieces to match. The wood species should be chosen to complement the other materials used in the building.
- p. Diagrams - see the next page for diagrams indicating materials

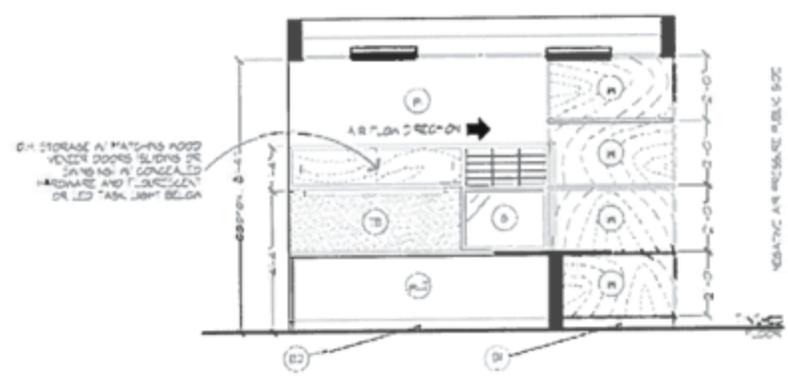
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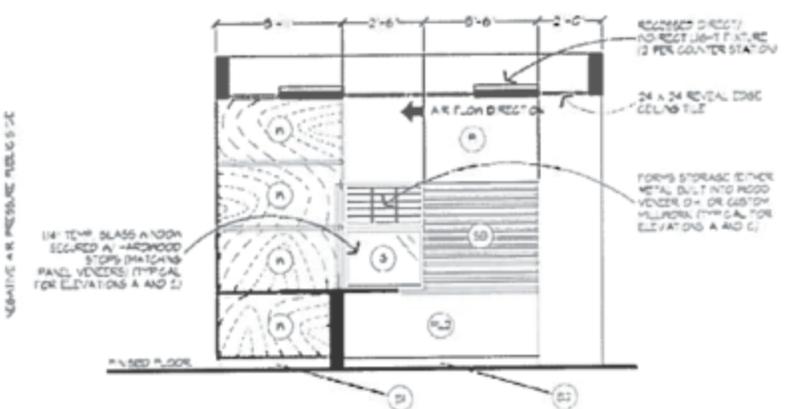
LAYOUT



PUBLIC SIDE ELEVATION



O.H. STORAGE SIDE ELEVATION



SLAT BOARD SIDE ELEVATION

- (S) BASE TO COMPLEMENT AATHS ROOM FINISHES
- (B2) 1/4" RUBBER/VINYL EDGE BASE
- (G) CLEAR GLASS
- (P) PAINTED GAB
- (PL1) PLASTIC LAMINATE (COLOR 1) (COMPLEMENT OR MATCH TO COLD SURFACE MATERIAL)
- (PL2) PLASTIC LAMINATE (COLOR 2)
- (SO) SLAT BOARD 0.56 1/8" TO PROVIDE VENEER INFORMATION - MUST BE SAME BRAND AS JSC IS SYSTEMS FURNITURE
- (SS) SOLID SURFACE
- (TD) FABRIC COVERED TACK BOARD
- (V) HOOD VENEER BLYWOOD PANEL (GABNE FURNITURE GRADE) (FABRIC/FURNITURE GRADE)

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FRAUD DETECTION and NATIONAL SECURITY- FDNS operations will be located in a secure suite within the building. Access to all FDNS spaces will be from within the suite.

33. FDNS Interview Rooms – One (1) room at approximately 120 square feet – requires:

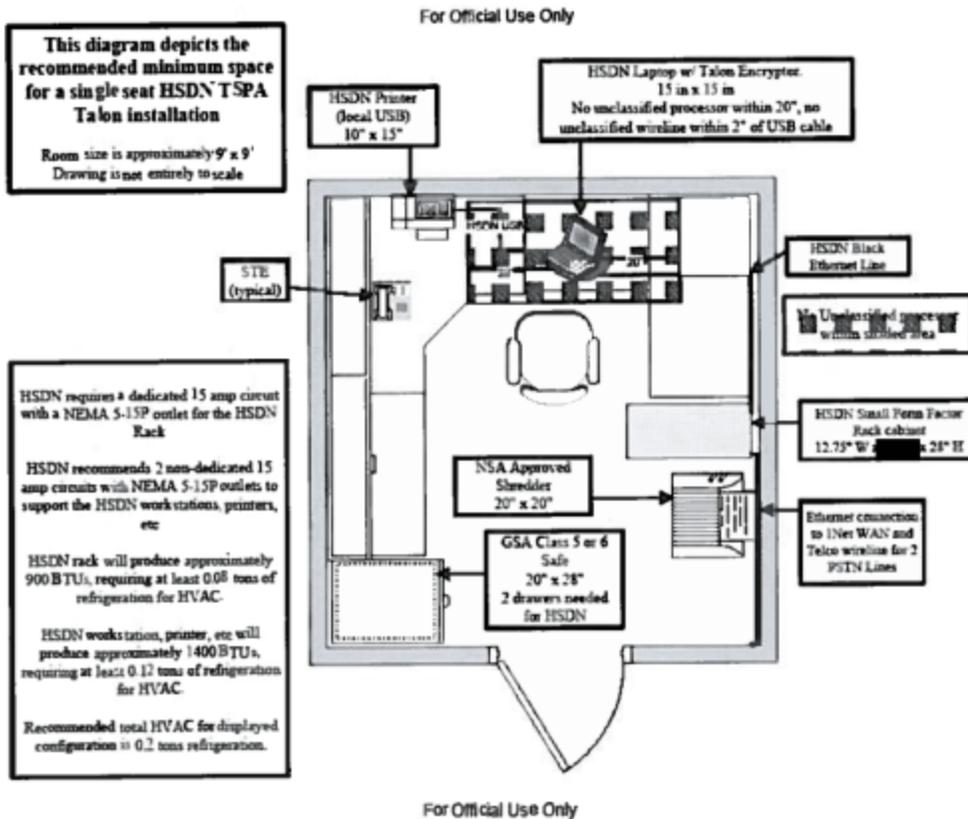
- a. Adjacency – must be located within the FDNS suite .
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2" HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – Six duplex electrical receptacles and two combination data/voice jacks on walls.

34. HSDN-TSPA TALON Room – One (1) room at approximately 80 square feet- requires:

- a. Adjacency – part of the Fraud Detection and National Security Suite
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board constructed slab to deck, STC rating of 45, consisting of 5/8" drywall + Green Glue @ 58 fluid ounces per 4' x 8' sheet + 5/8" drywall, metal studs, 24" on center, R13 fiberglass insulation, 5/8" drywall with 5/8" drywall + Green Glue @ 58 fluid ounces per, 4' x 8' sheet + 5/8" drywall, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer, with door closer such as Pemko 412_PKM Automatic Door Bottom and 2" HM frame with welded corners. Door shall be equipped with an electronic strike that is released by a proximity card reader.
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles, one dedicated 15 amp circuit with a NEMA 5-15P outlet for the HSDN rack, one dedicated 20 amp duplex receptacle for NSA approved shredder, 2 PSTN lines, Ethernet connection to 1Net WAN and one combination data/voice jack on walls.
- h. Miscellaneous – Room shall be laid out as shown below.

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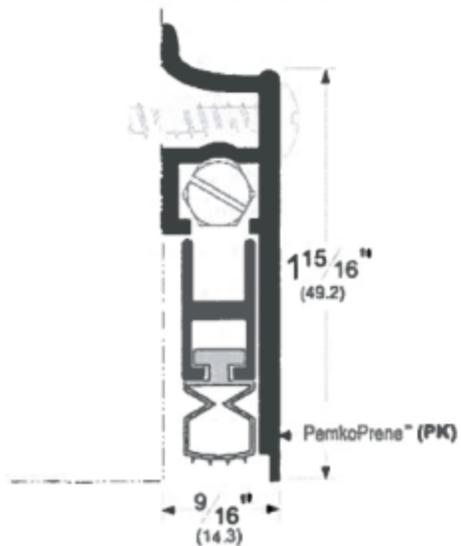
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Wall Assembly Description

- (listed in order from source room side to receiver room side)
- 0.625" gypsum drywall; 2.5" screws @ 12" O.C.
- Green Glue; 116 oz
- 0.625" gypsum drywall; 1.625" screws @ 24" O.C.
- 2x4 wood studs @ 24" O.C.
- R13 glass fiber batt
- 0.625" gypsum drywall; 1.625" screws @ 24" O.C.
- Green Glue; 116 oz
- 0.625" gypsum drywall; 1.625" screws @ 12" O.C.

Pemko Surface Mounted Door Bottom



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35. FDNS Open Office Area - approximately 160 square feet, including two (2) 80 sf cubicles - requires:

- a. Adjacency - part of FDNS suite
- b. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls - Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base
- d. Door - solid core hardwood veneer door with commercial grade mortise lockset (office function), door closer and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM door frame). Doors to this area the corridor shall be equipped with electric strike and proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice - to be determined after lease award.

36. FDNS File Room - approximately 15 square feet - requires:

- a. Adjacency - part of FDNS suite.
- b. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight. Floor must be capable of supporting a live load of 100lbs per square foot.
- c. Walls - constructed slab to deck , painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base
- d. Door(s) - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. Door shall be equipped with an electronic strike that is released by a proximity card reader.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF and running continuously perpendicular to the file shelving.
- g. Electrical, Data, Voice - provide duplex electrical receptacles, with data/voice jacks at a ratio of one per 100 square feet.

37. FDNS Copier Area - 60 square feet - requires:

- a. Adjacency - must be located adjacent to the Information Counter and Open Office Area.
- b. Floor - vinyl composition tile, marmoleum, or linoleum.
- c. Walls - painted with low VOC water-based eggshell finish slab to finished ceiling subdividing. Provide 4" vinyl or rubber base.
- d. Door - no door is required (provide 2" HM frame opening with welded corners).
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice - dedicated duplex electrical receptacle and data/voice jack for Copier. Two duplex electrical outlets and one data/voice jack at counter height.

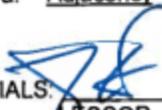
JOINT USE SPACE

38. AV Storage - one room of approximately 75 square feet - requires:

- a. Adjacency - must be directly adjacent to the Conference / Training / Naturalization Ceremony Room.
- b. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls - Gypsum wall board, floor to finish ceiling, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door(s) - solid core hardwood veneer door with commercial grade mortise lockset (storeroom function) and 2" HM frame with welded corners.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting - fluorescent fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice - provide three duplex electrical receptacles.

39. Chair and Table Storage - one room of approximately 75 square feet - requires:

- a. Adjacency - must be directly adjacent to the Conference / Training / Naturalization Ceremony Room.

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- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board, floor to finish ceiling, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door(s) – solid core hardwood veneer door with commercial grade mortise lockset (storeroom function) and 2" HM frame with welded corners.
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – provide three duplex electrical receptacles.

40. Break Room – approximately 230 square feet - requires:

- a. Location – must be centrally located for employees but remotely located away from the public areas of the building.
- b. Floor – commercial grade linoleum flooring (such as Marmoleum or equivalent). A decorative pattern including two or more colors within the regional color palette.
- c. Walls – Gypsum wall board, painted with low VOC water-based eggshell finish from slab to finished ceiling. It is required that the breakroom be closed off from the adjoining corridor.
- d. Door – solid core hardwood veneer door with 24"W x 30"H ¼" tempered glass window, commercial mortised passage set, 2" HM frame with welded corners and door closer.
- e. Ceiling – may be painted exposed deck (spiral duct is required if the deck is exposed) or 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – Provide three duplex electrical receptacles and one wall phone jack. Provide two dedicated duplex electrical receptacles for refrigerators, and two dedicated duplex electrical receptacles for (Government-provided) vending machines. Provide two dedicated electrical receptacles for microwave ovens above the counter. Provide two additional duplex electrical receptacles above the counter (GFI as required by code).
- h. Plumbing – Provide double basin s/s sink at counter.
- i. Millwork – Provide 12'0" post formed plastic laminate counter with integral back splash with double basin stainless steel sink and all associated plumbing. Provide 12' 0" of plastic laminate commercially available base cabinets with concealed hinges and staple pulls. Provide 12' 0" of plastic laminate commercially available wall cabinets with concealed hinges and staple pulls.
- j. HVAC – Independent HVAC zone on thermostat in this room and provide means to ensure negative pressure for this room to avoid odors from escaping this room. Provide filters to remove odors from any air being mixed back into the supply air for the remainder of the building or exhaust directly to the outside.
- k. Miscellaneous – Provide two (2) Energy Star rated refrigerators (21 CF each without ice or water with overhead freezer) and two (2) built in microwaves ovens. There will be one appliance for every forty staff employee. **The cost of the appliances shall be paid by the government through one-time costs. The Lessor is responsible for all maintenance, service and repairs throughout the term of the lease to ensure the appliances are in operational condition at all times.**

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41. Bulk Storage Room – approximately 800 square feet - requires:

- a. Floor – commercial grade opaque sealer on concrete or equal. **Floor must be capable of supporting a live load of 100 lbs per square foot.**
- b. Walls – constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- c. Door(s) – painted hollow metal double doors with commercial grade mortise lockset (storeroom function), astragal and 2" HM frame with welded corners. These doors are to be equipped with an electric strike released via proximity card reader.
- d. Ceiling – exposed painted deck. Minimum ceiling height is 8'-0".
- e. Lighting – fluorescent fixtures providing 50 foot candles at 30" AFF.
- f. Electrical, Data, Voice – provide one duplex electrical receptacles for every 15 linear feet of subdividing and one combination data/voice jack.
- g. Miscellaneous – approximately *** NUSF shall be separated with a caged areas for storing files being retired to the USCIS National Records Center. This cage and associated door/gate with lock shall extend from slab to deck and be constructed of chain link fence and metal frame.

42. Conference / Training / Naturalization Ceremony Room – approximately 1200 square feet - requires:

- a. Adjacency – should have direct access to the Public Lobby (beyond the security check point) without entering through any USCIS Office Spaces.

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- b. Floors – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Doors – solid core hardwood veneer doors with direct access to the lobby each equipped with commercial grade mortise locksets (office function) and 2" HM frame with welded corners. Provide sidelight assembly adjacent to door (integrated with HM frame).
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 10'-0". The ceiling may incorporate painted G.W.B. accents at column lines or other areas to enhance the prominence of this room.
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF on dimmer switch
- g. Electrical, Data, Voice – duplex electrical receptacles and combination data/voice jacks on walls. Provide recessed floor outlets containing electrical, voice and data. Floor outlets shall be flush with the finished floor and equipped with removable cover. Outlets above shall be provided at a ratio of one for each 600 square feet. Provide two cable television outlets in this room. The cable service contract shall be between USCIS and the local cable TV provider.
- h. HVAC – independent HVAC zone with thermostat. Provide air changes per ASHRAE standards for assembly space.
- i. Miscellaneous - Provide wall bracing, brackets, electrical and conduit with wall box and pull string for Government provided LCD televisions/monitors (minimum of 2 each) Assume that televisions will weigh approximately 100 lbs (to include mounting bracket).

43. Guard Room – 60 square feet – requires:

- a. Adjacency – must be located adjacent to the guard station in the Lobby.
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls - Gypsum wall board constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) with door closer. Provide sidelight assembly adjacent to door (integrated with HM frame).
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – as required by the security systems used, to be determined after lease award.

44. Mail Room – approximately 150 square feet each - requires:

- a. Location – Must be located on an exterior wall and at a location convenient for mail deliveries.
- b. Floor – Vinyl composition tile, marmoleum, or linoleum.
- c. Walls – Gypsum wall board, constructed slab to deck painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door – solid core hardwood veneer door and 2" HM frame (with welded corners) equipped with door closer and a commercial grade mortise lockset (storeroom function). This door shall be equipped with an electronic strike that is released by a proximity card reader. Provide wire-glass sidelight assembly adjacent to door (integrated with HM frame).
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice – to be determined after lease award. Dedicated electrical service for x-ray machine.
- h. HVAC – separate HVAC system that is totally isolated from the remainder of the building with thermostat in this room. This room should have negative pressure to ensure air does not escape into adjoining areas. Emergency shutdown switch will be provided.

45. Remote Wire Closet - (AS NEEDED PER CABLE RUN LENGTH) X rooms at approximately 80 square feet each - requires:

- a. Location – as required to keep longest computer cable run to 328 feet from the computer to the termination point in the LAN Room
- b. Floor – Commercial grade sealer on exposed concrete.
- c. Walls- Gypsum wall board, constructed slab to deck painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door - solid core hardwood veneer door and 2" HM frame (with welded corners) equipped with door closer and a commercial grade mortise lockset (storeroom function) and electric strike released via proximity card reader.
- e. Ceiling - Exposed painted deck. Every effort shall be made to keep the space free of sprinkler mains, plumbing runs. Restrooms, kitchens, or other similar spaces shall not be located directly over the Remote Wire Closet.

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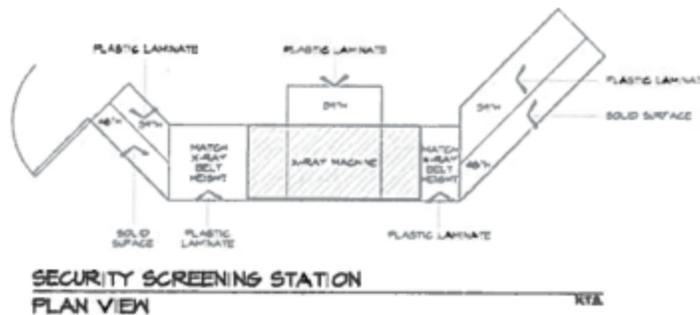
- f. Lighting - florescent prismatic fixtures providing 50 foot candles at 30" A.F.F.
- g. Electrical – The outlets shall have a certified electrical ground compliant with ANSI/TIA/EIA 607. Dedicated 120 volt, 20 amp outlets at 6'0" o/c around the room. Provide one, L-5 twist and lock 20 amp outlet (NEMA L5-20R) on the wall opposite the door. All electrical receptacles shall be ground with a #5 copper ground. The types and quantity of electrical receptacles may be updated after lease award during the design phase due to changing technologies.
- h. HVAC – A separate stand alone HVAC unit capable of providing temperatures between 60 degrees and 80 degrees and a humidity level between 40% and 60%, twenty-four (24) hours per day, seven (7) days a week. The unit shall be located entirely outside the Remote Wire Closet and ducted in. The unit should be sized to accommodate 32000 BTUs. The detailed list of equipment to be housed in this room will be provided after lease award and should be used for the initial planning purposes only.

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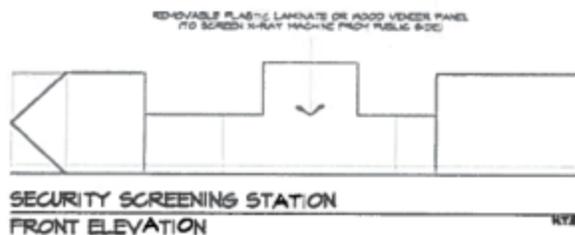


46. Lobby and Security Screening – approximately 710 square feet (include weather vestibule) - requires:

- a. **Space Description** – shall provide a professional open environment for the public providing natural light via clerestory, skylights or storefront.
- b. **Floors** – Terrazzo, terrazzo tile, or slip resistant porcelain floor tile. Life cycle cost shall be provided for any other proposed flooring products.
- c. **Base** – Durable material that complements the floor and wall materials.
- d. **Walls** – Gypsum wall board, constructed slab to deck. Finish shall be low maintenance material that will hold up over the term of the lease. Life cycle cost shall be provided for proposed products.
- e. **Ceiling** – may be painted exposed deck (spiral duct is required if the deck is exposed) or a combination of a high quality ceiling tile with GWB accents. Exact design shall be approved by the Government. A ceiling height of 12' is desirable.
- f. **Lighting** – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. **HVAC** - Independent HVAC zone with thermostat in this room. Provide air changes per ASHRAE standards for assembly space.
- h. **Plumbing** – Provide an electric water cooler (this is in addition to the electric water cooler indicated in the Solicitation for Offers).
- i. **Doors and Hardware (into other public spaces)** – glass double doors with pivot hardware and commercial grade bottom rail deadlocks. Provide as many sets of doors required by code.
- j. **Doors and Hardware (into private office spaces)** – solid core hardwood veneer door shall be equipped with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. These doors are to be equipped with an electric strike released via proximity card reader.
- k. **InfoPASS Kiosk** – Two InfoPASS (USCIS appointment scheduling) kiosks (provided by the Government) shall be located before the security screening checkpoint. This will require an electrical receptacle and a data jack for each machine.
- l. **Miscellaneous** –The duress alarm annunciator and the CCTV monitor will be located at the Guard Desk within these spaces. In larger offices, there may be a need for an additional magnetometer and X-ray machine at a future time. Design will include this possibility.
- m. **HOURS OF OPERATION** – This room must have services, utilities, etc. on Saturdays to allow the APPLICATION SUPPORT CENTER to be operational. HVAC zoning should be designed to accommodate Saturday hours without having large areas of unoccupied space being heated and cooled.



SECURITY SCREENING STATION
PLAN VIEW



SECURITY SCREENING STATION
FRONT ELEVATION

47. Employee Rest Room (Men's) - approximately 200 square feet (including required privacy vestibule) - requires:

- a. **Adjacency** – shall be located within the employee work area (back of house).
- b. **Doors** - Solid core doors with push / pull hardware, door closers and 2" HM frames with welded corners.
- c. **Ceiling** – Painted GWB ceiling with a minimum ceiling height is 8'-0".
- d. **Walls** – Gypsum wall board, constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. with wall tile wainscot to 5'-0".
- e. **Floor** - Tile floor and matching cove base.
- f. **Plumbing** – two (2) toilet fixtures with ceiling partitions and doors. Each stall must include a coat hook on the inside face of the door, disposable toilet seat cover dispenser and toilet paper dispenser. One (1) urinal with ceiling/wall

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suspended privacy partitions. Water closets shall not be visible when the exterior door is open. Provide grab bars, etc. in handicapped accessible stall. Approximately Nine (9) linear feet of solid surface counter with three (3) lavatories, soap dispensers and mirrors. Hot water temperature should be set at 105°F, if practical. Provide floor drain. All fixtures (lavatories, toilets and urinals) shall be operable by motion sensor.

- g. Lighting - fluorescent fixtures providing 30 foot candles at 30" AFF.
- h. Miscellaneous - Energy efficient electric hand dryers.
- i. Note - this restroom is in addition to the visitors' restroom that are included in the Solicitation for Offers.
- j. HOURS OF OPERATION - This room must have services, utilities, etc. on Saturdays to allow the APPLICATION SUPPORT CENTER to be operational. HVAC zoning should be designed to accommodate Saturday hours without having large areas of unoccupied space being heated and cooled

48. Employee Rest Room (Women's) - approximately 200 square feet (including required privacy vestibule) - requires:

- a. Adjacency - shall be located in the employee work area (back of house).
- b. Doors - Solid core doors with push / pull hardware, door closers and 2" HM frames with welded corners.
- c. Ceiling - Painted GWB ceiling with a STC rating of 45. Minimum ceiling height is 8'-0".
- d. Walls - Gypsum wall board constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish slab to finished ceiling with wall tile wainscot to 5'-0".
- e. Floor - Tile floor and matching cove base.
- f. Plumbing - three (3) toilet fixtures with ceiling partitions and doors. Each stall must include a coat hook on the inside face of the door, disposable toilet seat cover dispenser and toilet paper dispenser. Water closets shall not be visible when the exterior door is open. Provide grab bars, etc. in handicapped accessible stall. Approximately Nine (9) linear feet of solid surface counter with three (3) lavatories, soap dispensers and mirrors. Hot water temperature should be set at 105°F, if practical. Provide floor drain. All fixtures (lavatories and toilets) shall be operable by motion sensor.
- g. Lighting - fluorescent fixtures providing 30 foot candles at 30" AFF.
- h. Miscellaneous - Coin operated sanitary napkin dispenser with waste receptacle for each water closet stall. Energy efficient electric hand dryers.
- i. Note - this restroom is in addition to the visitors' restroom that is included in the Solicitation for Offers.
- j. HOURS OF OPERATION - This room must have services, utilities, etc. on Saturdays to allow the APPLICATION SUPPORT CENTER to be operational. HVAC zoning should be designed to accommodate Saturday hours without having large areas of unoccupied space being heated and cooled

49. Expressing Room - 64 square feet - requires:

- g. Adjacency - Should be located near Break Room and/or Employee Restrooms.
- h. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- i. Walls - Gypsum wall board constructed slab to finished ceiling, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- j. Door - solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2" HM frame with welded corners.
- k. Ceiling - 2' x 2' ACT with tegular edges or Government approved equal. Minimum ceiling height is 8'-0".
- l. Lighting - fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- m. Electrical, Data, Voice - four duplex electrical receptacles and one voice jack on wall for wall mounted phone. One duplex electrical receptacle mounted at counter top level.
- n. Miscellaneous - counter (approximately 4 foot length) with cabinets

50. Corridors and other circulation spaces - requires:

- a. Floor - Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight
- b. Walls - Gypsum wall board, constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling. Provide 4" vinyl or rubber base.
- c. Ceiling - 2' x 2' ACT with tegular edges or Government approved equal. Minimum ceiling height is 8'-0".
- d. Clearance - minimum clearance of 5'0", however the corridors must be 6'-0"W in the Immigration Services Officers area.
- e. Lighting - fluorescent direct / indirect fixtures providing 20 foot candles at 30" AFF.
- f. Miscellaneous - employee entrance(s) shall include a weather vestibule.
- g. HOURS OF OPERATION - Corridors and other circulation spaces accessing the Application Support Center, Employee Restrooms and Break Room must have services, utilities, etc. on Saturdays to allow the APPLICATION SUPPORT CENTER to be operational. HVAC zoning should be designed to accommodate Saturday hours without having large areas of unoccupied space being heated and cooled

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APPLICATION SUPPORT CENTER

51. ASC Manager – 150 square foot private office- requires:

- a. Adjacency – Office will be located adjacent to the ASC waiting area
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base. Provide 4'x4' view window into ASC waiting room.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2" HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
- e. Ceiling – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls.

52. Contractor Site Supervisor – 150 square foot private office - requires:a

- a. Adjacency – Should have visibility into the ASC Equipment Area.
- b. Floor – Carpet tile with the following attributes, pattern loop, 100% type 6/6 nylon, 1/10 gauge, 8 stitches per inch, tuft density 6,000, 20 oz yarn weight.
- c. Walls – Gypsum wall board constructed slab to deck, STC rating of 45, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base. Provide 4'x4' view window into ASC equipment area
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (office function) and 2" HM frame with welded corners. Provide sidelight adjacent to door (integrated with HM frame).
- e. Ceiling – 2' x 2' ACT with tegular edges or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. Electrical, Data, Voice – four duplex electrical receptacles and one combination data/voice jack on walls.

53. ASC Copier Room – 60 square feet – requires:

- a. Floor – vinyl composition tile, marmoleum, or linoleum
- b. Walls – Gypsum wall board painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- c. Door – no door is required (provide 2" HM frame opening with welded corners).
- d. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- e. Lighting – fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- f. Electrical, Data, Voice – dedicated duplex electrical receptacle and data/voice jack for Copier. Two duplex electrical outlets and one data/voice jack at counter height.

54. ASC Supply Room - approximately 150 square feet - requires:

- a. Adjacency – Part of Application Support Center.
- b. Floor – vinyl composition tile, marmoleum, or linoleum. **Floor must be capable of supporting a live load of 100 lbs per square foot.**
- c. Walls – Gypsum wall board, painted with low VOC water-based eggshell finish from slab to finished ceiling. Provide 4" vinyl or rubber base.
- d. Door – solid core hardwood veneer door with commercial grade mortise lockset (classroom function) 2" HM frame with welded corners.
- e. Ceiling - 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. Lighting – fluorescent direct / indirect or parabolic fixtures providing 50 foot candles at 30" AFF.
- g. Electrical, Data, Voice – provide two duplex electrical receptacles and one combination data/voice jack.

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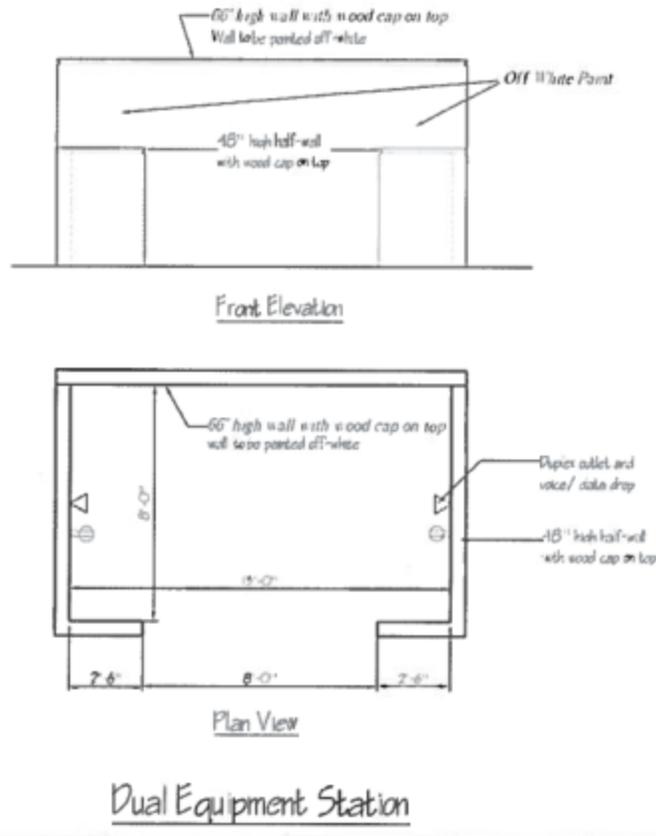
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55. ASC Equipment Area – approximately 400 square feet - requires:

- a. **Adjacency** – Must be located with direct access to the ASC Waiting Room.
- b. **Floors** – commercial recycled rubber flooring at least 4mm (such as Ecosurfaces or equivalent) or other resilient flooring material. Life cycle cost shall be provided for all proposed products.
- c. **Base** – durable material that matches/complements the floor and wall materials.
- d. **Walls** – Gypsum wall board painted with low VOC water-based eggshell finish from slab to finished ceiling. All outside corners shall be equipped with corner guards. Walls will be painted with an off-white paint.
- e. **Ceiling** – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Minimum ceiling height is 8'-0".
- f. **Lighting** – fluorescent direct / indirect fixtures providing 30 foot candles at 30" AFF.
- g. **Electrical, Data, and Voice** – dedicated duplex electrical receptacles, combination data/voice receptacles (note: two per dual equipment station).
- h. **HVAC** – size to accommodate heat generation (to be determined at lease award) of equipment and assigned staff.
- i. **Dual Equipment Stations** – Two (2) dual equipment stations are required as depicted above. The 66" high wall is to be painted off-white. Provide corner guards on all outside corners.



56. ASC Waiting Room - approximately 95 square feet - requires:

- a. **Adjacency** – must be located with direct access to the Public Lobby
- b. **Space Description** – shall provide a professional open environment for the public with natural light via clerestory, skylights or storefront glazing system.
- c. **Floors** – commercial recycled rubber flooring at least 4mm (such as Ecosurfaces or equivalent) or other resilient flooring material. Life cycle cost shall be provided for all proposed products.
- d. **Walls** – constructed slab to deck, painted with low VOC water-based eggshell finish slab to finished ceiling.
- e. **Doors and Hardware (into lobby space)** – glass double doors with pivot hardware and commercial grade bottom rail deadlocks. Provide as many sets of doors required by code.
- f. **Doors and Hardware (into office space)** – solid core hardwood veneer door(s) entering into the open office area beyond shall be equipped with commercial grade mortise lockset (storeroom function), door closer and 2" HM frame with welded corners. These doors are to be equipped with an electric strike released via proximity card reader.
- g. **Ceiling** – 2' x 2' ACT with tegular edges with mineral core and a minimum 25% recycled content or Government approved equal. Suggested ceiling height of 12'.
- h. **Lighting** – fluorescent direct / indirect lighting providing 30 foot candles at 30" AFF.
- i. **Electrical, Data, Voice** – as required by code.
- j. **HVAC** - independent HVAC zone with thermostat in this room. Provide air changes per ASHRAE standards for assembly space.

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- k. Miscellaneous - provide wall bracing, brackets, electrical and conduit with wall box and pull string for Government provided LCD televisions/monitors (assume that televisions will weigh approximately 100 lbs (to include mounting bracket)and that there will be one location for every 500 square feet).

END

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**DISTRICT OFFICE AND FIELD OFFICE SPECIAL REQUIREMENTS
CHANGE FORM**

To: Chief, Project Management Branch
Office of Administration
U. S. Citizenship and Immigration Services
70 Kimball Ave.
South Burlington, VT 05403
Or FAX 802 951 6436

From: _____ ; **Organization:** _____
Phone: _____ ; **Fax:** _____

In re USCIS Project location: _____

Change Recommendation: _____ **Date:** _____

Page: _____ **Section:** _____

Recommended Change:

Change Reviewed by: _____

Date: _____

Requested Change: • Accepted • Rejected

Reason: _____

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U.S. Citizenship and Immigration Services

Computer and Telephone Room Standards

Office of Information Technology
in collaboration with
Office of Facilities and Space Management

September 2007

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8.0 EXECUTION FLOW CHART**12****1.0 INTRODUCTION****1.1 Purpose**

The Citizenship and Immigration Services (USCIS) FSC Office of Facilities and Space Management has prepared this document with the specific purpose of setting standards for Computer and Telephone Rooms and Equipment. This document will be used to provide the following:

- Facilitate the planning and installation of Computer and Telephone Rooms and Equipment.
- To ensure uniformity of Computer/Telephone Rooms and Equipment in all USCIS facilities.

The primary focus of this document is to define the standards for space, materials, infrastructure, design and installation for USCIS facilities. For questions or comments regarding this document, contact the USCIS Field Support Center Chief, Facilities and Space Management at (802) 872-4114.

1.2 Background

United States Citizenship and Immigration Services (USCIS) is a component of the U.S. Department of Homeland Security (DHS). The mission USCIS is to secure America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system. Because of increasing demands on Service resources, USCIS personnel must be able to share information rapidly and efficiently in order to succeed in fulfilling the Service mission.

1.3 Scope**1.3.1 Documentation**

This document is intended to address the following responsibilities and specifications for all USCIS Computer and Telephone Rooms and Equipment:

- Movement of Equipment.
- Installation of Cabling.
- Distribution of Telephones.
- Size of Rooms.
- Finishes for Rooms.
- Utilities for Rooms.

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2.0 GENERAL NOTES:**2.1 Disconnect and Movement of Equipment**

Following the disconnect of the equipment by the CIS/ICE IT staff, Desktop units can be moved by GSA's contract mover. The funding to accomplish this will be provided through the project RWA. Movement of any existing CIS computer room equipment will be coordinated by the HQ CIS Telecommunication's Coordinator and will be funded by HQ separate from other project funds. The CIS contact for IT related issues is:

Office of Information Technology
 Chief – IT Provisioning Branch
 Service Delivery Division
 70 Kimball Ave., South Burlington, Vermont 05403
 PH (802) 660-1111, Fax (802) 660-5166

2.2 Cable Installation

The Office of Information Technology (OIT) will need to decide if the Lessor's electrician is allowed to install the phone and data cable as part of the construction contract. This will be determined on a case-by-case basis and when approved, must be installed in accordance with the CIS Structured Cable Plant Standard.

All CIS facilities will contain 3 CAT 6 cables per drop at each workstation in accordance with CIS Structured Cable Plant Standard.

2.3 Authority to have Telephones

The Director of the field office being constructed will decide which workstations will receive telephones. This coordination will occur when the CIS Telecommunications project manager develops the scope of work with the field office.

2.4 Shared Computer and Telephone Rooms

CIS and other DHS entities will have separate phone switches and servers although they will be allowed to collocate within a shared Computer/Telephone Room at collocated sites when applicable.

2.5 Fire Suppression System

Standard fire suppression systems shall be installed for computer rooms located in buildings that are required to have sprinkler systems by code. Sprinkler heads within the computer room shall be on their own zone and not "daisy chained" to other heads in the system. Additionally, type ABC fire extinguishers will be required adjacent to each door entering this room. Extinguishers shall be non-corrosive such as Ansul Clean Guard with Dupont FE-36 or equal.

2.6 Sustainability

Due to GSA's requirement to strive for LEED Silver certification at our facilities, every effort shall be taken to reduce energy consumption. Therefore, it is recommended that energy saving products such as flat screen monitors be utilized when ever possible. The following Executive Orders pertain to this section 13101, 13123 and 13148 as well as GSA's Facility Standards for the Public Buildings Service P-100.

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USCIS Computer and Telephone
 Room Standard
 Version 1.2

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2.7 Disposal of Equipment

The CIS or ICE IT/Telecommunications group will be responsible for the disposal/excising of the old phone systems and computer room equipment removed or they will find a new location where that equipment can be reused.

2.8 Security

All rooms should comply with the computer security code and regulations.

3.0 COMPUTER/TELEPHONE ROOM

The minimum size of the Computer/Telephone Room shall be 150 square feet. The exact size shall be determined by the OIT based upon the exact size and amount of equipment that will be placed within the room.

3.1 Walls

- Painted slab to slab partitions with STC rating of 45.
- A minimum of one wall shall be covered from floor to ceiling with 3/4-inch thick A/C plywood. If required by code, plywood shall be pre-treated; fire rated or painted with fire retardant paint. This plywood will be used as the backboard for mounting the phone equipment; telecommunication cross connects blocks and the security system.

3.2 Ceiling

- 2'-0" x 2'-0" Acoustical Ceiling Tile (ACT) with regular edges located a minimum of 9'-0" above finished floor/above raised computer floor. Every effort shall be made to keep the space above the ceiling free from sprinkler mains, plumbing runs and building HVAC ductwork and equipment. Restrooms, Kitchens or other similar spaces shall not be located directly over the computer room.

3.3 Floor

- Grounded, static dissipative 12" x 12" x 1/8" Vinyl Composition Tile (VCT). Floor shall be rated to support 100 pounds per square foot.
- If a raised computer floor is used, the Lessor shall provide and install a grounded, static dissipative raised computer floor. The distance between the raised computer floor and the finished ceiling should never be less than 9'-0" and shall include all ramps and railings required by code. Only air-conditioning and electrical supply cables will utilize the raised floor for distribution. All data and phone cabling will be run overhead.

3.4 Doors and Hardware

- The door to this room shall be 3' by 7' solid core hardwood veneer and will require commercial grade mortised door hardware (storeroom function), door closer and proximity card reader with electric strike (small projects may allow pushbutton combination/cipher locks if approved by the CIS project manager).
- Building standard 18" wide by 84" high, 1/4" tempered glass sidelight will be required with 2" welded frame integral with the doorframe.

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3.5 HVAC

- A separate stand alone HVAC unit, capable of providing temperatures of between 60 degrees and 80 degrees, and a humidity level of between 40% and 60% 24 hours a day seven days a week. This unit shall be located entirely outside the computer room and ducted in unless it is determined that a raised computer floor will be used. Under-floor ducting will then be required and the unit can be located inside the room. The unit shall be sized to allow for an increase of 50% cooling in order to accommodate equipment that may be added in the future. When a raised computer floor is required by CIS the HVAC shall be ducted through the floor and will need to be powered by the emergency generator.

3.6 Electrical

- Independent electrical panels shall be located in this room to control all power and lighting in this room. The preferred panel locations are behind the entry door to this room when the door is open (power panel, this room, shall provide an additional 20% spare capacity).
- All electrical outlets in the Computer/Telephone Room that are to be used for computer equipment only shall be grounded with a #6 copper ground and be orange in color. If a raised floor is utilized these outlets will be located on 10 foot flexible conduit "whips" under the raised floor. 6 outlets shall be provided for every 150 square feet.
- Four standard duplex electrical outlets for every 150 square feet will be required for maintenance equipment and printers (one on each wall of the room).
- Two, L-5 twist & lock 110 Volt, 20 amp outlets (NEMA L5-20R) and two, L-6 twist & lock 220 volt, 30 Amp outlets (NEMA L6-30R) for every rack in the room shall be provided above the drop ceiling on a 10 foot whip. Outlets in ceiling should be placed 6 feet away from any wall. These outlets shall also be grounded with a #6 copper ground.
- One dedicated quadplex outlet shall be installed on the wall adjacent to the telephone switch location.
- Equipment in this room will be powered through CIS provided plug in surge protection battery backup units unless it is determined by CIS that a stand-alone UPS system and an emergency generator are required (dependent upon amount of equipment). If required, stand-alone UPS (20 minute capacity) and an emergency generator will be provided, installed and maintained at the Lessor's expense and will be included in the rental consideration. UPS & emergency generator will need to accommodate all electrical outlets in this room. The lighting will only require the emergency generator. Both UPS and emergency generator must be located in a private room with its own dedicated HVAC that is separate from the computer room. HVAC for the UPS/Emergency Generator Room should provide cooling 24 hours a day 7 days a week.
- Transient Voltage Surge Protection (TVSS) will be required and must be located next to the building supply transformer. The Lessor shall be responsible for replacement of MX modules when a failure occurs and the system indicates the module is defective. U.S. Government "IT" staff will periodically inspect LED indicator lights and contact GSA/Lessor when LED indicators show replacement is necessary. The Lessor shall be responsible for providing, installing and maintaining this system and will include any costs for this system in the rental consideration.
- Audible/visual alarms located outside this room are required for heat, moisture and smoke sensors inside the room. The heat and moisture detectors will be on a dialer separate from the building fire alarm system and will need to notify an employee designated by the

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Director of this office. If a raised computer floor is used, detectors must be installed above/below the floor. The dialer will be tied into the CIS PBX.

- Ladder racks are required and should be utilized for all data and telephone cable runs. The Lessor shall have the A&E firm show the cable tray location on the electrical drawings. Basket tray will be installed on each floor radiating in a star like fashion from each MDF or RWC. The use of basket tray will terminate at a point where it no longer remains cost effective to use for the amount of wires remaining. At this point J-hooks are an acceptable alternative to complete the remaining distance to the workstation.
- An emergency "KILL" switch is required adjacent to all doors exiting this room. This system shall be designed to shut down all computer equipment power to this room.
- Type ABC fire extinguishers (trash, paper, wood, liquids, grease, and electrical equipment) shall be located next to each door in this room. They shall be non-corrosive Ansul Clean Guard with Dupont FE-36 or equal.
- The Telephone Switch, Proximity Card Access System, Perimeter Security System, along with a patch panel for the LAN system will all be located within this room.
- Lighting for this room shall be direct/indirect lighting with 50 foot candles at 3'-0" above finished floor.

Typical Equipment Located in Computer Room:

<u>Qty</u>	<u>Description</u>	<u>Watts (Each)</u>	<u>Amps (Each)</u>	<u>BTUs Each</u>
2	File Server(s)	900	7.5	3,075
2	Monitor(s)	216	1.8	735
1	CISCO Switch	2,160	18	7,372
1	Modem	24	1.14	80
1	DATA PC & Monitor	660	5.5	2,255
1	CISCO Router	600	5	2,048
2	DSU/CSU Verilink	120	1.0	410
6	Portable UPS Units	1,440	12	4,915
1	Telephone Switch with PC & Monitor	900	5.5	3,500
1	Voice Mail System with PC & Monitor	900	7.3	3,500
1	Card Access System with PC & Monitor	*	*	*
1	Security System with PC & Monitor	*	*	*
2	Laser Printers	1,200 (no UPS)	10 (no UPS)	4,096
*	Lessor shall determine requirements			

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4.0 COMPUTER STAGING ROOM

The minimum size of the Computer Staging Room shall be 150 square feet. The exact size shall be determined by the OIT based upon the need of the office where it will be located.

4.1 Walls

- Painted slab to slab partitions.

4.2 Ceiling

- 2'-0" x 2'-0" Acoustical Ceiling Tile (ACT) with regular edges located a minimum of 9'-0" above finished floor.

4.3 Floor

- Grounded, static dissipative 12" x 12" x 1/8" Vinyl Composition Tile (VCT).

4.4 Doors and Hardware

- The door to this room shall be 3' by 7' solid core hardwood veneer and will require commercial grade mortised door hardware (storeroom function) and a door closer.

4.5 HVAC

- Building standard HVAC will be required for this room.

4.6 Electrical

- Lighting for this room shall be direct/indirect lighting with 50 foot candles at 3'-0" above finished floor.

5.0 WIRE CLOSETS

The minimum size of a Wire Closet shall be 80 square feet. These rooms will only be required if the total cable runs between desktop computers and the Computer Room exceeds 328 feet (100 meters).

5.1 Walls

- Painted slab to slab partitions.
- Two walls shall be covered with 3/4" A/C plywood for the entire width of those walls. The top of the plywood shall be installed at 7'-0" above finished floor with the bottom at 3'-0". Plywood shall be fire rated or painted with fire retardant paint as required by code.

5.2 Ceiling

- 2'-0" x 2'-0" Acoustical Ceiling Tile (ACT) with regular edges located a minimum of 9'-0" above finished floor. Every effort shall be made to keep the space above the ceiling free from sprinkler mains, plumbing runs and building HVAC ductwork and equipment. Restrooms, Kitchens or other similar spaces shall not be located directly over the wire closets. Cable tray will terminate in these rooms above the ceiling.

5.3 Floor

- Grounded, static dissipative 12" x 12" x 1/8" Vinyl Composition Tile (VCT).

5.4 Doors and Hardware

- Each wire closet shall be 3' by 7' solid core, hardwood veneer and be equipped with non-removable pin hinges that open out of the room. Door hardware shall be commercial grade mortised lockset (storeroom function) and include a door closer.

5.5 HVAC

- Shall operate 24 hours a day, seven days per week. This unit(s) shall be located totally outside the Wire Closet(s) and ducted in.

5.6 Electrical

- Fluorescent light fixtures with acrylic lenses may be utilized in this room. The lighting level shall be 50 foot candles at 3'-0" above finished floor.
- Dedicated 120v, 20 amp outlets shall be provided at 6'-0" on center around the room and 18" above finished floor. Outlets shall have certified electrical ground compliant with ANSI/TIA/EIA 607.
- One, L-5 twist and lock 20 amp outlet (L5-20R) shall be provided above the drop ceiling on a 10 foot whip for every rack identified. Outlets in ceiling should be placed 6 feet away from any wall and 12 feet away from and other L5-20R where applicable. These outlets shall also be grounded with a #6 copper ground.
- This outlet shall be grounded with a number 6 copper ground and be located on the wall behind the data rack.

6.0 CONFERENCE TRAINING ROOM and COMPUTER TRAINING ROOM

The minimum size of either room shall be 300 square feet.

6.1 Walls

- Painted slab to slab partitions with a STC rating of 45.
- Provide all walls with fabric covered tackable wall surface with top at 7'-0" above finished floor and the bottom at 2'-8" above finished floor.
- A hardwood chair rail, to match the door veneer, shall be installed with the top at 2'-8" above finished floor.

6.2 Ceiling

- 2' x 2' Acoustical Ceiling Tile (ACT) with regular edge located a min. of 9'-0" AFF.

6.3 Floor

- 28-ounce carpet.

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6.4 Doors and Hardware

- The door(s) to this room shall be 3' by 7' solid core hardwood veneer and will require commercial grade mortised door hardware (classroom function).
- Building standard 18" wide by 84" high, ¼" tempered glass sidelight(s) will be required with 2" welded frame integral with the doorframe.

6.5 HVAC

- Separately zoned HVAC on thermostat in this room.

6.6 Electrical

- Recessed, glass beaded, electronically operated projection screen recessed in the ceiling. The size shall be determined by the manufacturer's recommendation for the size room where it is being installed.
- Lighting for this room shall be direct/indirect lighting with 35 foot candles at 3'-0" above finished floor. Fixtures to be installed on dimmer control.
- Electrical, Data and Phone outlets every 5'-0" and 6 flush floor outlets with Electrical, Data and Phone. Install proper number of electrical circuits to allow computer training to occur without tripping breakers.

7.0 MISCELANEOUS ITEMS**7.1 Emergency Generator**

(Determined by government IT group)

- This equipment shall provide the computer room identified above with electrical power in the event of an electrical service interruption. The system shall include an enclosed concrete vault or pad, transfer switch and automatic time for weekly start-up and transfer of load. When available, the generator shall utilize natural gas when service is available. If the area is not served by a natural gas company, the system shall also include a fuel tank and the Lessor will be responsible for the cost of refueling the tank on a regular basis. The Lessor is also responsible for maintenance to insure the generator is in operational condition at all times. TVSS will be required on output as there is a tremendous power spike when the generator energizes.

7.2 Intrusion Alarm System

- Required for monitoring all exterior windows and doors after hours. System shall be provided with an uninterrupted power source, be tied into the local police department or the Federal Protective Service (at the Government's option) and it shall be equipped with an audible alarm outside the building. All alarm lines shall be in conduit from the alarm box to the telephone junction box. The system shall be equipped with high security line protection and be zoned to provide continuous protection. The Lessor will be responsible for the maintenance of this system and any monitoring fees. The Lessor is also responsible for providing security that prevents unauthorized entry to the leased space during non-duty hours. A monitoring company shall be notified telephonically and via radio transmitter if the alarm system detects unauthorized entry. The system shall include all

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computer hardware, software and printers. The alarm shall remain active from 5:30 PM through 6:45 am Monday through Friday and from 5:30 p.m. Friday through 6:45 am Monday. It shall be active 24 hours a day on Federal holidays. When alerted, the monitoring company shall either notify local law enforcement officials immediately or dispatch a response person/team immediately. The response person/team must be at the CIS site within ten minutes, and possess the capabilities and training to detain any person illegally entering the CIS facility.

7.3 Proximity Card Access

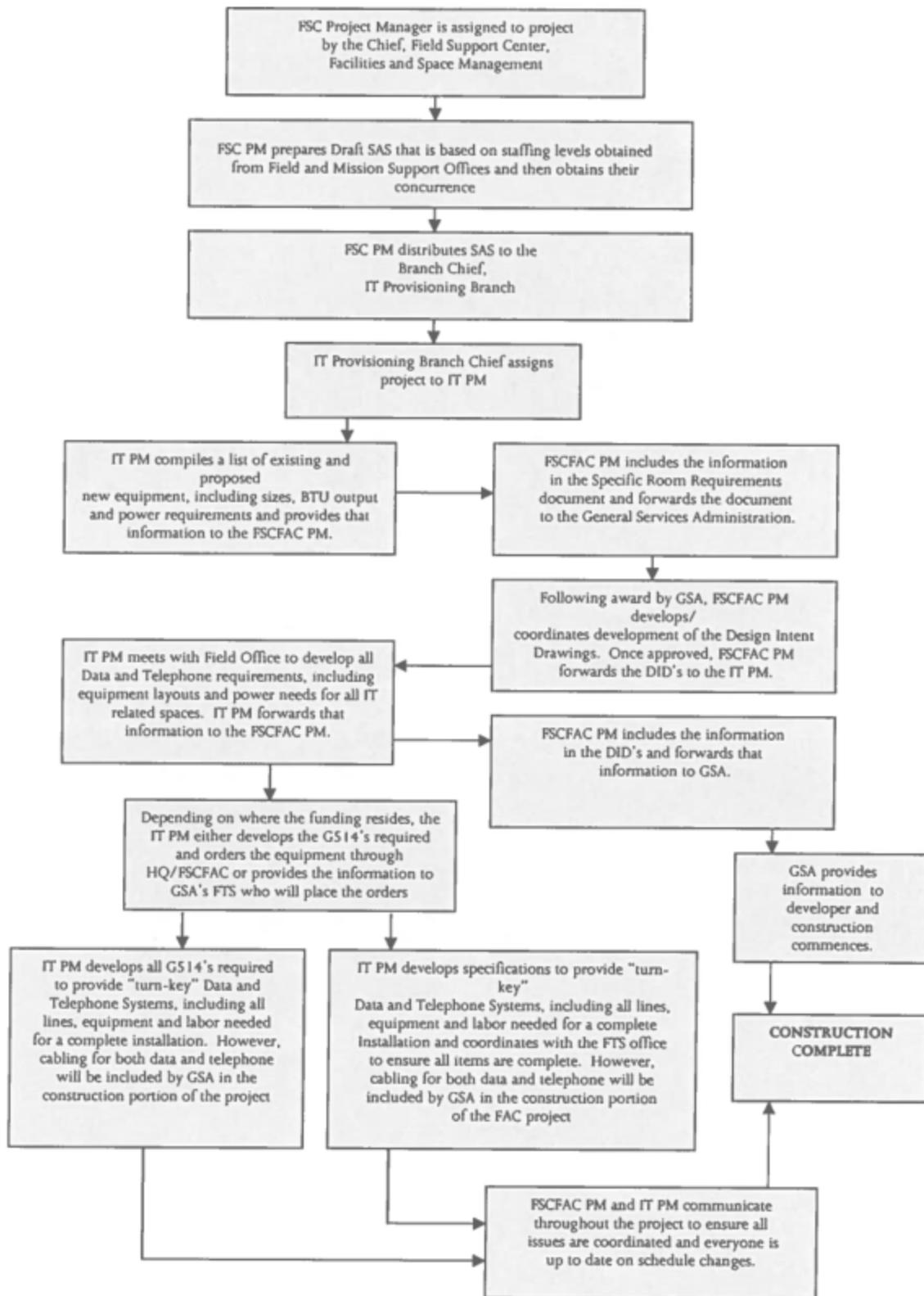
- Required on selected doors indicated on the CIS design intent drawings (DIDs). These doors will also be equipped with electric strikes and mortised storeroom function door hardware. Interior proximity card readers shall be compact and low profile in design. Exterior proximity card readers shall be weather and vandal resistant. Provide a minimum of 50 programmable proximity cards. The system shall be located in the computer room and be powered by UPS (and emergency generator if provided) in the event of a loss of building power. Provide computer, monitor, printer and all necessary hardware and software for a complete installation. Doors equipped with this system shall be fail/secure.

7.4 Uninterrupted Power Supply System

(determined by government IT group)

- The system shall provide sufficient back up power (20 minute, minimum) until the emergency generator is supplying sufficient power (if required by CIS). All equipment within the computer room will need to be powered by the UPS including the phone switch, security system/equipment, electronic door locks, alarms, card access system and any cameras that may be installed. The Lessor is responsible for all preventative maintenance to ensure the UPS is in operational condition at all times. The UPS shall be sized to provide 20% spare capacity in order to accommodate any future equipment added to this room

8.0 EXECUTION FLOW CHART



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U.S. Citizenship and Immigration Services

Structured Cable Plant Standard

Office of Information Technology
in collaboration with
Office of Facilities and Space Management

September 2007

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1.0 INTRODUCTION

1.1 Purpose

This document has been prepared for the Citizenship and Immigration Services (USCIS) with the specific purpose of setting standards for structured cable plants in support of Local Area Network (LAN) and voice connectivity that will function as follows:

- Accommodate the functional requirements of present and future information services.
- Support a multi-product and multi-vendor environment.
- Facilitate the planning and installation of cabling systems that will support the diverse communication needs of building occupants.
- Ensure uniformity of structured wiring and hardware infrastructure installations in all USCIS facilities.

The primary focus of this document is to define the standards for material, infrastructure, design, installation, and certification with respect to structured cabling systems for USCIS facilities. This document shall replace, modify, or otherwise supersede previous releases of these standards. An electronic version of this document resides in the Office of Information Technology (OIT) intranet Web site. For questions or comments regarding this document, contact:

Office of Information Technology
Chief – IT Provisioning Branch
Service Delivery Division
70 Kimball Ave., South Burlington, Vermont 05403
PH (802) 660-1111, Fax (802) 660-5166

1.2 Background

Citizenship and Immigration Services (USCIS) is a component of the U.S. Department of Homeland Security (DHS). The mission of U.S. Citizenship and Immigration Services (USCIS) is to secure America's promise as a nation of immigrants by providing accurate and useful information to our customers, granting immigration and citizenship benefits, promoting an awareness and understanding of citizenship, and ensuring the integrity of our immigration system.

Because of increasing demands on Service resources, USCIS personnel must be able to share information rapidly and efficiently in order to succeed in fulfilling the Service mission.

In addition to this document, which establishes the cabling standards for USCIS, other documents are being developed that provide additional related information such as:

- USCIS LAN standards
- USCIS Wide Area Network (WAN) standards
- Voice Communications standards
- USCIS Computer and Telephone Room standards

1.3 Scope

1.3.1 System

Typical structured cabling systems include the following elements:

- Horizontal cable.
- Horizontal cross-connects.
- Transition point (optional).
- Main cross-connect (MC).
- Intermediate cross-connect.
- Backbone cabling, intra and inter.
- Workstation locations or information management outlets (IMO).
- Remote wiring closet (RWC).
- Main distribution frame (MDF).
- Entrance facility (EF).
- Grounding
- Administration

1.3.2 Documentation

This document is intended to address the following specifications and installation practices related to structured cable plant installation:

- Recognized media.
- Closet requirements, environmental and design.
- Distribution cabling.
- Cabling specifications and limits.
- Installation practices.
- Performance testing.
- Supporting documentation.

2.0 NETWORK CABLE PLANT OBJECTIVES

The objective of this network approach is to provide USCIS with a standardized, cost-effective cable plant infrastructure that will accommodate present and future voice, video, and data requirements. To ensure the longevity of the application, the structured cable plant will include a minimum 15 year warranty. Workstation cabling infrastructure shall support bandwidth demands from 10 Megabits per second (Mbps) to Gigabit speeds. Backbone cable infrastructure shall support bandwidth demands from Gigabit speeds and beyond. The installation of the cable plant infrastructure shall comply with local codes, as well as, industry and Federal standards.

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3.0 STRUCTURED CABLE PLANT DESIGN

The network cable plant shall utilize the following cable distribution methods to support connectivity throughout the building:

- Horizontal workstation cabling, which will connect the user workstation, or information management outlet (IMO) to the nearest Remote Wiring Closet (RWC).
- Where appropriate, Intra and Inter-building copper backbone cable, which provides connectivity between wiring centers and the MDF.
- Work zone distribution cabling for open office space.
- Fiber optic intra and inter-building backbone cable, which also provides connectivity between wiring centers and the MDF.

3.1 Structured Cable Plant Approach

This section will describe the approach to structured cabling, identify and describe the various cable types, and provide detailed cable specifications for cable plant installation. These are minimum specifications for new cable plant installations or major renovations. These specifications follow the American National Standards Institute (ANSI)/Telecommunications Industries Association (TIA)/Electronic Industries Association (EIA) recommendations, and in addition, provide specific guidelines unique to USCIS. Detailed cable plant material specifications and overall minimum characteristics are provided in Section 4.

3.2 Horizontal Workstation Cabling

All end-user workstation locations, whether occupied or vacant, shall be cabled to the nearest wiring center. Also, storage rooms, conference rooms and similar space not designated as offices shall be cabled to allow for office expansion, as shown in Exhibit 1.

In general, each RWC equipment rack shall be capable of supporting a maximum of 288 data cables. A second rack is required to support up to 288 voice cables, providing a consolidated voice and data closet. The combined racks provide ample space for a total combined 144 workstation locations (voice and data). In smaller installations, typically less than 72 workstation locations, a single equipment rack will suffice for both voice and data termination.

To comply with ANSI/TIA/EIA-568-B.1 specification distance limits, the cable run from any user workstation location to the nearest wiring center shall not exceed 100 meters (328 feet). The actual length of a cable run is defined as the total combined length of the station cord, workstation cable, and patch-panel cable. When planning or designing office space the communications closets should be located within 90 meters of any workstation outlet. This design approach allows the addition of patch cables and workstation cords to connect devices, without exceeding the ANSI/TIA/EIA-568-B.1 specification distance limits.

In a building not exceeding two stories, horizontal workstation cabling may be installed to a single point, such as a computer room, wiring center, or the MDF. This scenario may be used in place of a creating a RWC, thus eliminating any need for backbone cabling systems. This installation method should be utilized when cost is a constraint and the length of the cable run does not exceed the specified distance limits.

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Each user workstation location shall be cabled with three 4-pair, unshielded twisted pair (UTP), Category (CAT) 6 copper cables for data transmission, which will be defined as "A", "B", and "C". The cable shall have a fire-retardant, plenum rated jacket.

Each workstation cable that is routed through a suspended ceiling area shall be secured in a manner that will keep all cable plant off of any suspended ceiling tiles, sprinkler systems, ceiling suspension hangers, and adhere to local and Federal building codes. Cable plant installed in plenum environments should provide enough slack to facilitate minor construction modifications, or cable re-locations, without the need to install new cable altogether. This installation approach normally requires approximately 20 feet of cable slack, secured in an appropriate manner, to ensure cable is minimized from radio frequency interference (RFI) and electro-magnetic interference (EMI) sources. However, installed cable shall at no time exceed the overall specifications for total lobe length of 100 meters in accordance with the ANSI/TIA/EIA standards. An independent suspension system shall be installed for the cable plant, to keep the cables off of and away from the existing ceiling grid and fixtures.

When routed above a suspended ceiling, horizontal cables should be routed down the inside of walls ("fished") wherever possible to ensure no exposed cable is visible. If walls cannot be fished, surface mounted (external) raceway may be used to route the cable from the ceiling to the information outlet and installed in a surface-mounted outlet box. All attempts should be made to ensure no horizontal cable is exposed within the building area, providing a neat, professional installation. Horizontal cables shall never be exposed to outdoor elements without being protected in proper conduit/raceway systems and have proper lightning and bonding protection installed.

Optical fiber cable can also be used for horizontal workstation connectivity when the following conditions exist:

- Distance requirements exceed the 100-meter cable-length specification.
- Known high bandwidth/security requirements that exceed copper cable limitations and business case supports the installation.
- Space inside or outside of the walls to support the minimum fiber cable bend radius.
- Severe EMI or RFI in the copper cable plant.
- Adequate funding.
- Proposed fiber optic to the desktop is approved by the OIT.

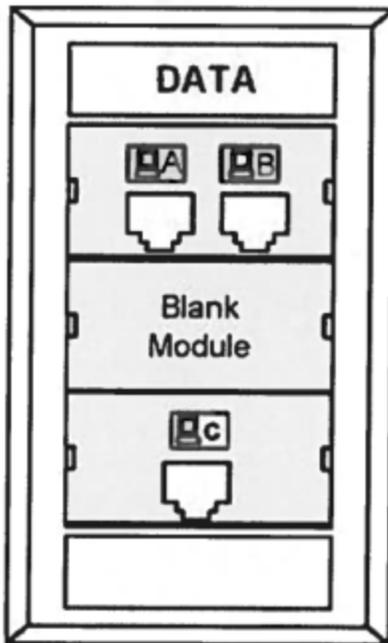
If optical fiber cables are used for workstation connectivity, each workstation location shall be cabled with a armored 4-strand, 62.5/125 micrometer (μm), graded index, multi-mode optical fiber cable with proper coating to meet local fire and building codes, whereas plenum is recommended. The cable shall be labeled as described in Section 12 of this document.

3.3 Workstation Outlets

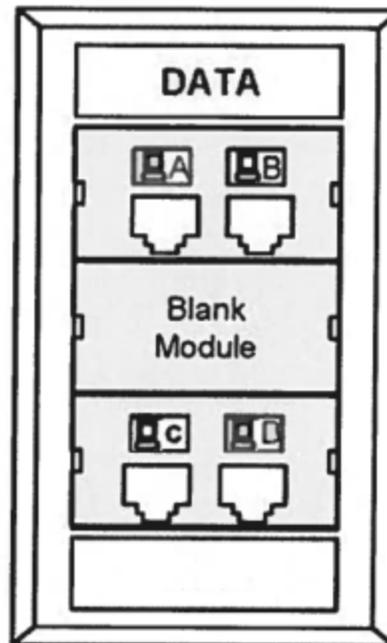
Each workstation area shall use a standard IMO (faceplate) that can support a minimum of three dual-connection interfaces (remote jack RJ-45, ST, SC, or MTRJ connectors). Regardless of the installation contractor, all voice and data cable shall utilize a single Information Outlet. Information outlets must be capable of future growth without the need to replace the entire Information Outlet. Information outlets can be either single gang or dual gang standard size; sizing will be determined by number of cables being installed. The data cables shall be installed on two RJ-45 jacks.

Exhibit 2: Workstation (IMO) Faceplates without Optical Fiber Cables, Single Gang

Single Gang Flush Mount Faceplate, Single Voice, Dual Data



Single Gang Flush Mount Faceplate, Dual Voice and Data

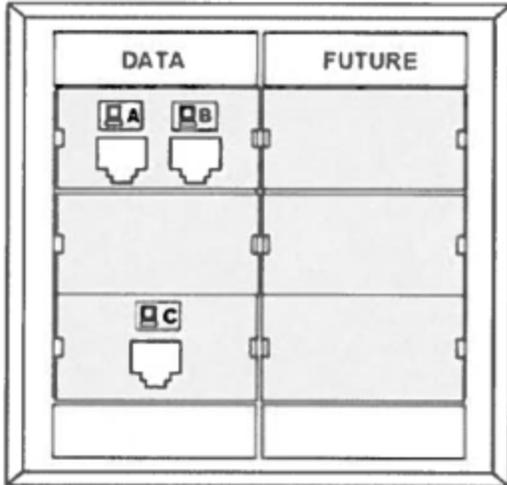


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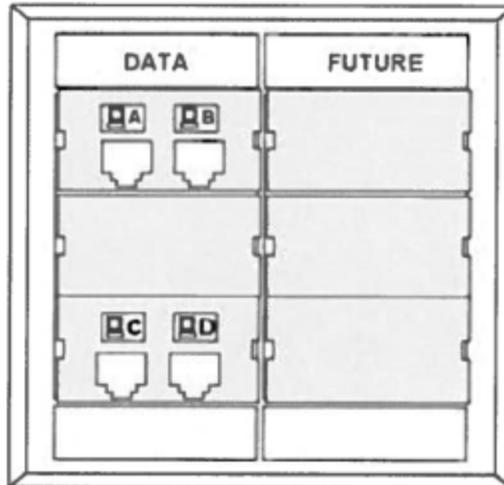
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Exhibit 3: Workstation (IMO) Faceplates without Optical Fiber Cables, Double Gang

**Double Gang Flush Mount Faceplate
Single Voice, dual data**



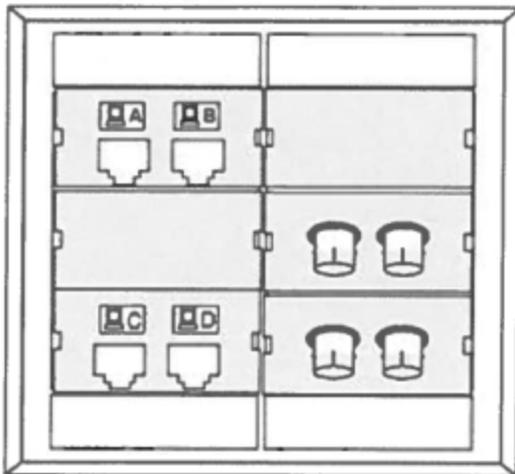
**Double Gang Flush Mount Faceplate
Dual Voice, dual data**



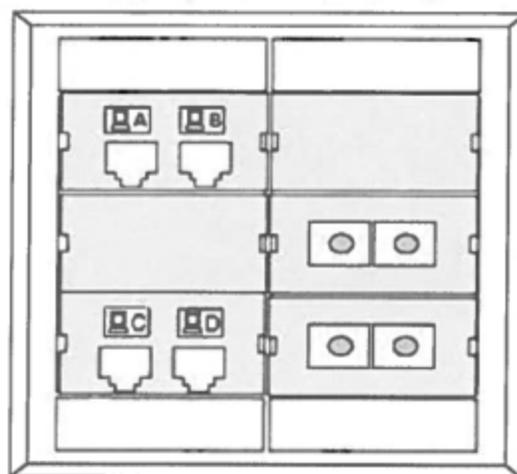
Where fiber-optic cable is installed to the desktop, the corresponding IMO faceplate shall provide space to install at least four RJ-45 jacks and at least two ST, SC, or MTRJ optical fiber connectors (see Exhibit 4).

Exhibit 4: Workstation Faceplate with Optical Fiber Cables

**Double Gang Flush Mount Faceplate
Fiber Optic ST connectors**



**Double Gang Flush Mount Faceplate
Fiber Optic SC connectors**



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3.4 Backbone Cabling

Intra and Inter-backbone cabling may consist of either or both copper and optical fiber cables and are required where there exists more than one wire center. The intra and inter-backbone shall be installed to provide structured connectivity between closets (see Exhibit 5). The installation provides a star-topology cable infrastructure that is capable of supporting high-speed and high bandwidth requirements between key resources in an enterprise building or campus environment. A multi-mode, single mode, or combination of fiber-optic backbone structure provides the means of interconnecting all wiring closets to the MDF in a multi-segmented environment. Optical fiber not only provides extensive bandwidth capabilities to the LAN and voice, but it also provides a solution to the distance-related problems encountered with copper cables in large installations and campus environments.

Copper backbone cabling is required to support voice services, however, the specifications and designs are determined on a site-by-site basis. This is due to the variety, funding, capacity and availability of voice services and designs. Copper backbone may also be installed to support networking services, where distance limitations do not exceed the ANSI/TIA/EIA-568-B.1 specifications. Copper backbone cabling provides a redundant connectivity option in the event of a catastrophic fiber failure, and shall be installed where voice and data closets are physically separated.

Each remote wiring closet shall be connected to the MDF with a multi-strand, optical fiber backbone cable that runs directly from the wiring center to the MDF. All strands will be terminated with ST, SC, or MTRJ-style connectors in accordance with the ANSI/TIA/EIA standards in rack-mounted patch panels. A minimum twelve-strand fiber shall be installed in any facility providing connectivity between communications closets. It is estimated that 12 strands of multi-mode fiber will meet most of the intra and inter backbone connectivity needs currently deployed and planned for USCIS facilities. Considering the myriad of site functions, building designs, physical layout, application requirements and future technologies, backbone design is a critical element in the planning stages. To ensure facilities are properly engineered with respect to backbone fiber types and counts, OIT will provide engineering design in concert with local Information Technology (IT) support personnel and facilities architects. This ensures both short-term and long-term requirements are met in a cost-effective manner.

The optical fiber Intra and Inter-backbone cabling shall have one port per strand for cross-connection, and will conform to the specifications in Sections 4 and 6 of this document.

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4.0 SPECIFICATIONS

This section provides detailed component characteristics and specifications with respect to the materials used to install the structured cable plant.

4.1 Horizontal Cables

All cable, equipment, and materials shall meet applicable ANSI/TIA/EIA-568-B, National Electrical Code (NEC) 770, Institute of Electrical and Electronics Engineers (IEEE) 802 and Underwriters Laboratory (UL) Verification Program standards. All cable equipment and materials must be manufactured by facilities that are International Organization for Standardization (ISO) 9001 registered and certified.

- Shall be CAT 6 rating in accordance with ANSI/TIA/EIA-568-B.2
- Four-pair, 100-Ohm, 24 American Wire Gage (AWG).
- Will be part of a 15 year minimum warranty on the Structured Cable Plant.
- The cable should have contiguous, 2-foot segment-length markers printed on the cable jacket. The markings must also show the applicable performance CAT 6, as well as the fire rating of the cable being installed.
- The finished cable shall be 100% plenum rated in accordance with the requirements of NEC Article 800, UL 444, NFPA 262, (UL 910), and applicable Canadian Standards Association (CSA) standards.
- All horizontal cables rated at CAT 6 must have a jacket color of white.
- If building is not new then use previously set standard for jacket color.

Note: CAT 6 cable types must meet or exceed specifications listed in Exhibit 6.

Exhibit 6: CAT 6 Cable Specifications

Specification	Category 6 (250MHz)
Frequency Range	1-250 MHz
Attenuation (maximum)	36 dB
NEXT (minimum)	33.1 dB
PSNEXT (minimum)	30.2 dB
ACR (minimum)	-2.9 dB
PSACR (minimum)	-5.8 dB
ELFEXT (minimum)	15.3 dB
PSELFEXT (minimum)	12.3 dB
Return Loss (minimum)	8 dB
Propagation Delay (maximum)	548 nanoseconds (ns)
Delay Skew (maximum)	50 ns

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Exceptions:

If an existing facility is collocated with another DHS agency then all new cabling will follow the current building standards of the hosting agency, except it must meet the minimum requirement of Category 6 cable as specified in Exhibit 6.

Any questions should be directed to the Chief – IT Provisioning Branch
USCIS Office of Information Technology
Service Delivery Division
70 Kimball Ave., South Burlington, Vermont 05403
PH (802) 660-1111, Fax (802) 660-5166

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4.2 Information Management Outlets

- Provide ANSI/TIA/EIA symbol icons for application identification (LAN, Voice, etc).
- Provide individual label window for cable identification.
- Provides a high-density design.
- Offers solutions for secure environments.
- Must match make and model in existing facilities.
- Meets or exceeds ANSI/TIA/EIA CAT 6 specifications.
- Mounts to standard electrical 2 inch and 4 inch boxes.
- Allows all modules (jacks) to be loaded and accessed from the front. No need to remove faceplate.
- Will be part of 15 year warranty on Structured Cable Plant.
- Meets all Federal Communications Commission (FCC) Part 68 specifications.
- Provides standard 110D type insertion displacement connector (IDC) Printed Circuit Board (PCB) mounted connector.
- Is offered in a multitude of colors.
- Provides interchangeability between modules.
- Offers non-keyed RJ-45 style connectors.
- Offers SC, ST or MTRJ interchangeable modular fiber connectors.
- Is available in the ANSI/TIA/EIA-T568A wiring configuration.

4.3 Backbone Cabling

Backbone cabling shall be a minimum of 12-strand multi-mode fiber optic. In limited instances, single mode fiber-optic cable may be used for distances that exceed 500 meters, in accordance with the Institute of Electrical and Electronics Engineers (IEEE) and the Gigabit Ethernet Alliance organizations. The IEEE 802.3z and IEEE 802.3ab published standards apply to gigabit Ethernet and overall specifications. All backbone cabling to be included as part of 15 year minimum Structured Cable Plant warranty.

CAT 6 copper backbone cabling shall meet the same specifications as stated in Section 4.1 (Horizontal Cabling). In addition multi-pair construction in increments of 25, 50 and 100 pair complements used for voice shall be CAT 3 rated and grey in color.

4.3.1 Intra-Building Fiber Optics

Specifications for fiber backbone cabling that will interconnect closets within a single building or high-rise environment are defined in this section.

4.3.1.1 Multi-Mode Fiber Optics

- 62.5/125- μ m optical fiber plenum (OFNP) or optical fiber riser (OFNR).
- Maximum Attenuation: 3.5/1.0 dB km at 850/1300 nm.

- Minimum Bandwidth: 200/500 MHz km at 850/1300 nm.
- Tight buffered.
- Plenum or riser rated.

4.3.1.2 Single-Mode Fiber Optics

- 8.3/125- μ m OFNP or OFNR.
- Maximum Attenuation: 1.0/0.5 dB km at 1310/1550 nm.
- Tight buffered.
- Plenum or riser rated.

4.3.2 Inter-Building Fiber Optics

Specifications for fiber cable that will interconnect remote buildings in a campus environment.

4.3.2.1 Multi-Mode Fiber Optics

- 62.5/125- μ m OFN, OFNP, or OFNR.
- Maximum Attenuation: 3.5/1.0 dB km at 850/1300 nm.
- Minimum Bandwidth: 200/500 MHz km at 850/1300 nm.
- Loose Tube.
- Not Rated, Plenum rated, or Riser rated.

4.3.2.2 Single-Mode Fiber Optics

- 8.3/125- μ m OFN, OFNP, or OFNR.
- Maximum Attenuation: 1.0/0.5 dB km at 1310/1550 nm.
- Loose Tube.
- Not Rated, Plenum rated, or Riser rated.

4.4 Patch Cables (Workstation and Patch Panel)

- Shall conform to the ANSI/TIA/EIA CAT 6 specifications.
- 4-pair, UTP stranded cable.
- RJ-45 connectors on both ends.
- The patch cables shall be wired in accordance with the ANSI/TIA/EIA-568-B.2 and ANSI/TIA/EIA-568-B.3 specifications.
- Certified by the manufacturer as compliant with the ANSI/TIA/EIA CAT 6 criteria.
- Cables shall be available in a wide variety of colors and lengths.
- Total length of stranded data patch cables shall not exceed 10M in length between workstation and RWC or MDF switching hardware as specified in EIA/TIA 568-B standards.

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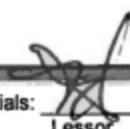
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Exhibit 7: Patch Cable Color Chart**Specification**

Data A Ports	Blue
Data B Ports	Red
Voice A Ports	White
Voice B Ports	White
Servers	Purple
Fax / Special Use	Yellow

4.5 Patch Panels

- Shall conform to the ANSI/TIA/EIA CAT 6 specifications.
- Patch panel wiring shall be in compliance with ANSI/TIA/EIA T568B wiring standards.
- Provide back wire management hardware.
- Provide modular design to facilitate field repairs.
- Provides standard 110D type IDC PCB mounted connector.
- Available in low and high-density configurations.
- Meet the standard EIA-310 relay rack spacing specifications.
- Provide RJ-45 interface.
- Meets all FCC Part 68 specifications.
- Available in 12, 24, 48, and 96 port capacities.
- Match make and model within existing facilities, where possible.

4.6 Equipment Racks

- Shall conform to the ANSI/TIA/EIA standards.
- Conform to the standard EIA-310 mounting specification.
- Provide pre-tapped 10-32 threading with rack unit markings to indicate position.
- Provide a flexible modular concept.
- Provide vertical wire management attached to side of rack with a minimum of one pass through to go from front to back or vice versa.
- Provide floor mounting hardware except for swing gate style hardware.
- Match make and model within existing facilities, where possible.

See Exhibit 7 for a typical rack and cabinet structure.

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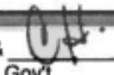
4.7 Cabinets and Swing Gates

- Shall conform to the ANSI/TIA/EIA standards.
- Conform to the standard EIA-310 mounting specification.
- Provide pre-tapped 10-32 threading with rack unit markings to indicate position.
- Provide a flexible modular concept.
- Provide vertical wire management.
- Provide floor mounting hardware except for swing gate style hardware.
- Match make and model within existing facilities, where possible.
- Available in widths up to 26 inches or more.
- Available in depths up to 36 inches or more.
- Allow fan assembly installation.
- Lockable and offer matching key/lock design where multiple cabinets are installed.
- Are of a welded, uni-body construction.
- For areas located within seismic activity, meet Zone 4 earthquake vibration test conditions in accordance with National Electrical Bell Standards (NEBS) document TR-NWT-000063, Issue 4, 1992

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5.2 Patch Cables (Workstation)

The workstation patch cable connects the end user devices (personal computer, terminals, etc.) to the IMO (jack). For most installations, these patch cables will be provided and left on-site for the deployment team or local IT to install when setting up workstations and are not included in the overall cable plant certification. The workstation patch cable may be any length as long as the combined length of the workstation patch cable, the horizontal workstation cabling, and the patch-panel cable does not exceed 100 meters (328 feet). These cables are normally pre-constructed, certified and ordered in standard one-foot incremental lengths. Workstation patch cables should be black in color and labeled on both ends representing a standard in-uo numeric convention

5.3 Patch Cables (Panel)

The patch-panel cable connects the horizontal cable port to the voice and data electronics within a central wire center or closet, typically a RWC or MDF. These cables are identical to the workstation cables and are pre-constructed and certified by the manufacturer. It is the cable installer's responsibility for patching all active cable locations into active ports, unless otherwise directed by the USCIS manager or designated representative. ~~These cables are pre-certified by the manufacturer, therefore, it is unnecessary to include them in the cable plant certification.~~ Wire management and organization is important to facilitate troubleshooting, repair, and documentation and, as such, there are key elements to ensure patch cords are properly installed. The following requirements shall be followed for patching workstation ports to electronics:

- Patch-panel cable may be any length, provided that the combined length of the workstation patch cable, the horizontal workstation cabling, and the patch-panel cable does not exceed 100 meters (328 feet).
- If the installation vendor chooses, custom-length, certified station cables can be used.
- Cables must be dressed utilizing available horizontal and vertical wire management.
- Patch cables should provide a neat and organized appearance, eliminating large bundles of cables in single locations, preventing tangles and using incorrect or oversized cables that produce excess slack.
- Cables shall never exceed the minimum bend radius or have kinks or nicks in accordance with the ANSI/TIA/EIA specifications.
- Appropriate colors are to be used to patch equipment as specified in section 4.4.
- Cables should utilize left and right vertical wire management to reduce cable patch congestion and provide an even cable distribution within a given cabinet.
- Patch cables shall never create a trip hazard or other risk to equipment, services or personnel.

5.4 Copper Cable Termination

This section applies to both the workstation and closet cable termination practices. All copper cable terminations shall conform to ANSI/TIA/EIA-568-B standards. The key areas and specifications are highlighted below:

- Pair twists shall be maintained as close as possible to the point of termination. Untwisting shall not exceed 13mm (0.5 in.) for CAT 6 links.
- Strip back only as much jacket as is required to terminate individual pairs.
- All connecting hardware shall be installed to provide well-organized cable management in accordance with manufacturer's guidelines.

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6.3 Optical Fiber Cable Jacket

All overhead or above-ceiling installations shall use optical fiber cable with a plenum-graded jacket that is marked with a UL rating of "OFNP" or equivalent. All non-air-return (non-plenum) installations can use optical fiber cable with either a plenum or non-plenum jacket (such as PVC) that is marked with a UL rating of "OFNR" or equivalent.

6.4 Optical Fiber Connector

The optical fiber connector for workstation or backbone connections shall follow the ANSI/TIA/EIA standards for installation. USCIS is reviewing the MTRJ as an acceptable connector, but the use of this style will be determined on a case-by-case basis.

New buildings shall use SC or MTRJ type connectors for workstation and/or backbone installation. In retrofit buildings, fiber connectors should match the existing installed connectors.

6.5 Optical Fiber Cable Termination

All optical fiber cables shall be light tested prior to installation. This is typically done while the cable is still on spools or reels and only ensures all strands pass light prior to pulling cable into conduits and pathways.

The minimum termination shall be four strands for a horizontal cable. When installing fiber-optic backbone cabling, all strands will be terminated with the appropriate connectors and capped with a dust boot. All strands shall be terminated and tested.

All optical fiber cables shall have a twenty foot storage coil (wrapped in an appropriately sized loop for the minimum bend radius of the cable) positioned at each end, where possible before being terminated with connectors. All intermediate slack in the optical fiber cable shall be loosely coiled and suspended to avoid hard bends or kinks.

7.0 FACEPLATE CONFIGURATION

Workstations that are not connected to an optical fiber cable typically utilize a single-gang faceplate that can support up to six connection ports (see Exhibits 2 and 3). When data only is installed in the faceplate, a dual RJ-45 module shall be installed in the top position. If a dual gang faceplate is used, the dual RJ-45 module shall be installed in the top left position. When voice and data are installed in the same faceplate, the dual RJ-45 information outlet shall conform to the configuration as outlined in Exhibit 2 and 3. Voice shall be installed at the bottom, data at the top positions of all information outlets. Blank inserts shall be installed in all remaining positions. Workstations that are connected to optical fiber cables shall have a double-gang faceplate and junction box installed that can support up to 12 connection ports (see Exhibit 4).

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8.0 PATCH PANELS

Patch panels, both fiber and copper are the approved methods of providing connectivity between horizontal cables, Intra and Inter-backbone copper, fiber backbone, and common network service devices, such as switches, PBX, routers, and other electronics. All patch panels are to be of a high-density to maximize rack space.

Patch panel installation must adhere to manufacturer specifications and installed utilizing all wire management hardware, both front and back. Panels shall be installed to best utilize both vertical and horizontal wire managers, and should be separated by horizontal wire managers. There should be a minimum of one horizontal wire manager for each horizontal patch panel unless otherwise specified. Panels must be clearly marked as to the outlet designation. Labels must be of permanent indelible typed materials.

8.1 Copper Patch Panels

Each panel will be installed to provide the maximum use of rack space. Each panel will be mounted in an equipment rack that shall conform to the EIA-310 mounting-hole spacing standard.

Separate patch panels will segregate "A", "B", "C" cables for each IMO jack. The upper patch panels will be used for "A" only; the lower patch panels will be used for "B" only on rack one. In addition, and depending on the number of total cables, "C" cables may also share a single standard 7-foot equipment rack, swing gate or cabinet enclosure. Exhibits 9, 10, 11 and 12 shall be used as a model for all new installations, and should be followed as close as possible for major retrofits and renovations with respect to existing cable plant configurations. Deviations to these layout exhibits shall be reviewed and approved by the OIT.

8.2 Fiber Optic Patch Panels

Optical fiber cable patch panels for workstation connections (also called fiber cabinets) shall provide ST, SC, or MTRJ couplers. Optical fiber cable patch panels for backbone cabling (also called fiber cabinets) shall provide SC or MTRJ couplers. The color scheme and the port numbering scheme on the patch panel shall be consistent in any given installation to reduce confusion and to prevent mistakes in making cross-connections. Fiber patch panels shall be installed in standard increments of six-position, ST, SC or MTRJ loads or interconnect couplers, as required in each wiring closet and MDF.

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9.0 EQUIPMENT RACK

There are a multitude of equipment racks and cabinets that are acceptable for use in USCIS installations. In these shared communications closets, open racks, cabinets and swing gates may be used to meet the needs of the installation.

When open racks or swing gates are used, they shall be located within the wiring closets, and they shall provide structural support for the patch panels and required electronics. The open rack will be a standard 19 inches wide by 7 feet tall when used in a floor mount configuration. When space considerations mandate, it is acceptable to use an open, wall-mounted equipment rack (swing gate). If a wall mount configuration is used, the rack must be hinged, and space must be provided so that the rack can swing fully open and provide full access to the back of the rack.

All floor or wall-mounted equipment racks, cabinets and swing gates installed in earthquake-prone geographic areas shall be installed in compliance with specific seismic guidelines, regulations and codes. Special attention must be taken to ensure the proper installation techniques are followed to minimize risk to electronics and cable plant, and most importantly prevent the mounting hardware from toppling over during seismic activity.

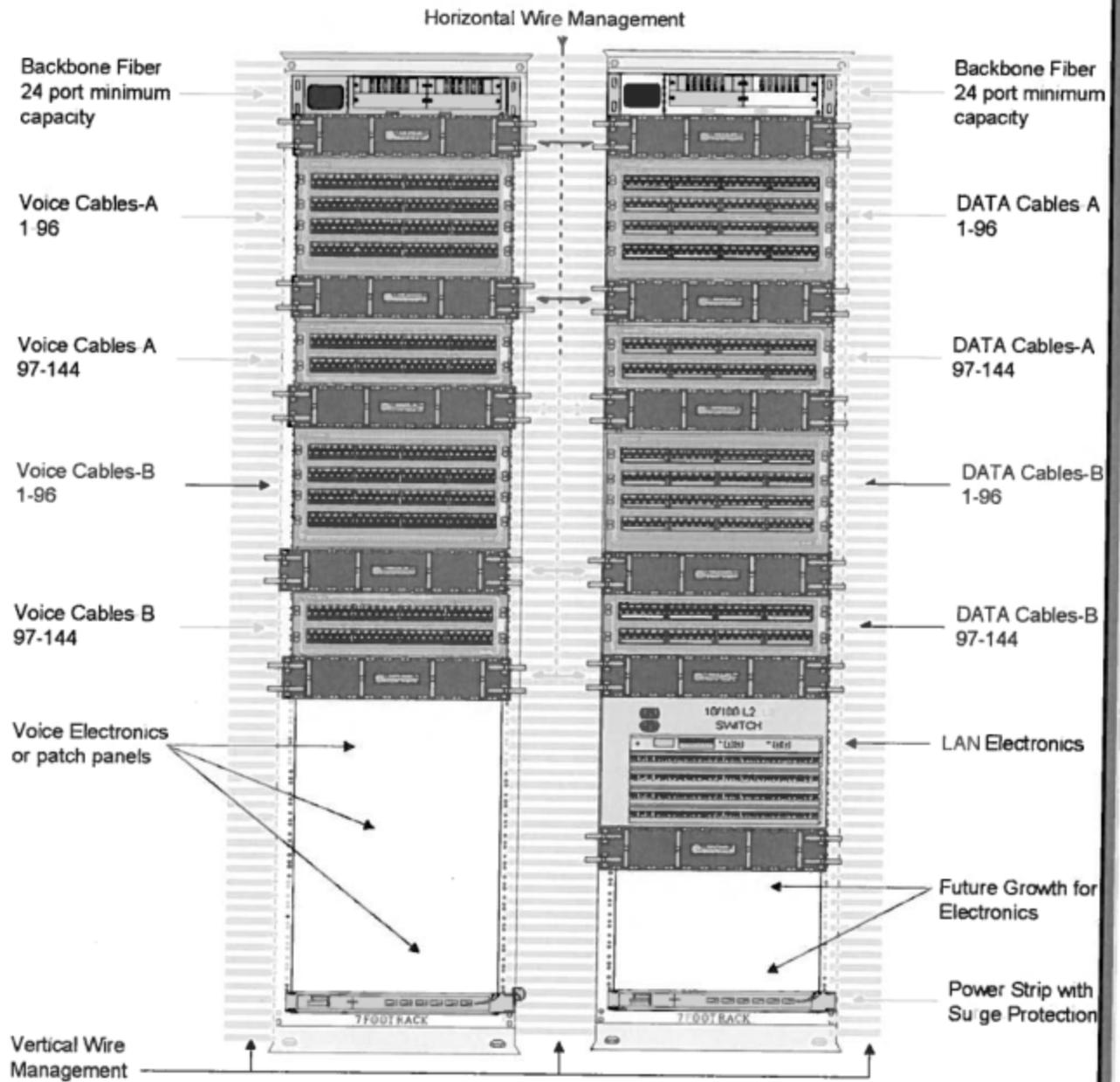
Equipment shall be mounted on the rack via holes in the frame or by using mounting hardware that conforms to the EIA-310 mounting-hole spacing standard. As an alternative for non-rack devices, equipment may be placed on flat shelves that are attached to the rack. All racks shall be secured either to the floor or wall with bolts or other fasteners that are rated to withstand the recommended weight limits and shear loads for the rack. Each rack shall include all mounting and assembly hardware (such as nuts and bolts) for full configuration use. All racks will be grounded to appropriate building ground by 6 gauge green ground wire. When multiple racks and/or cabinets are used and they are butted together in the closet, they shall be bolted together for additional stability.

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Exhibit 10: Consolidated Closet, Voice and Data



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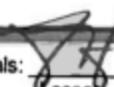
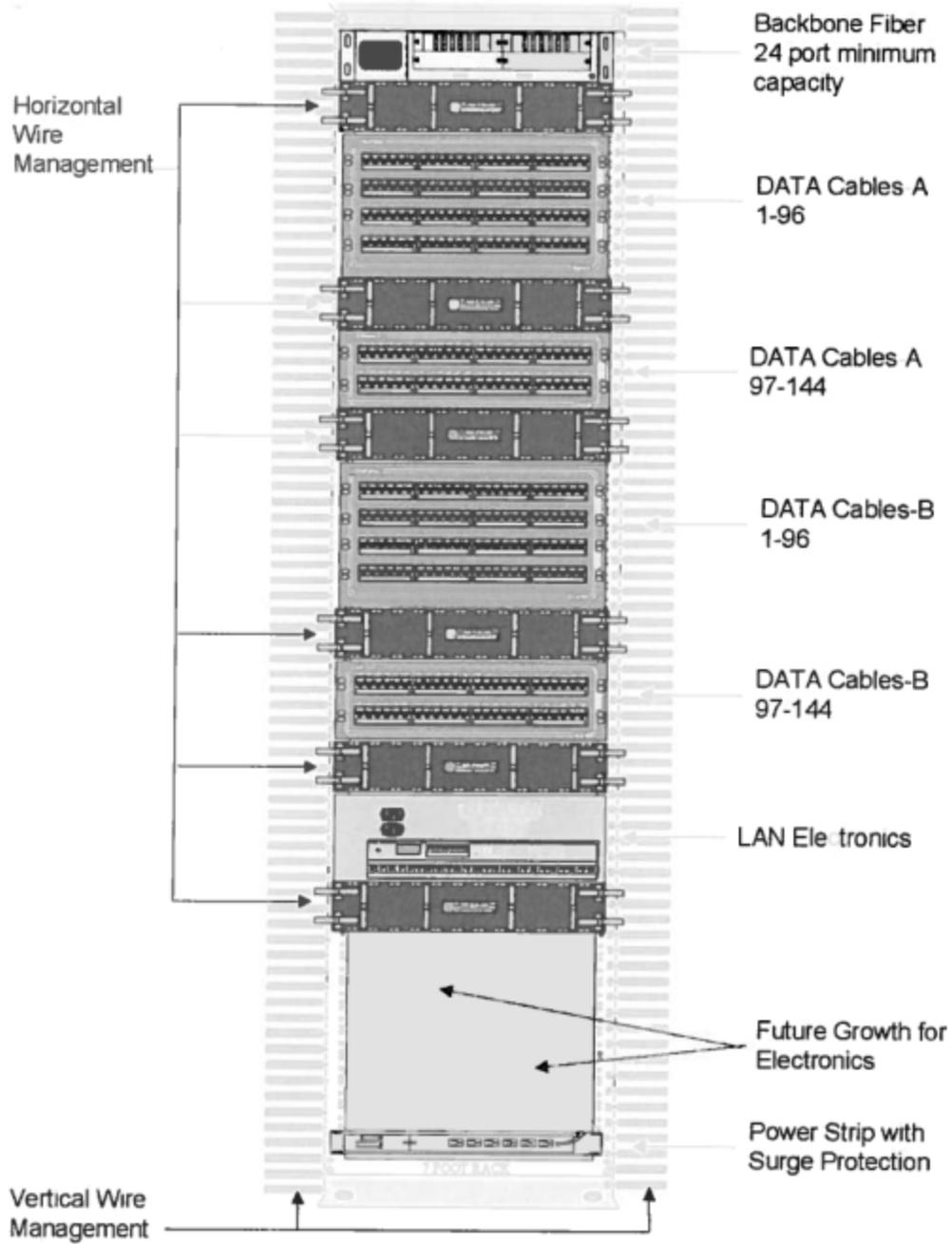
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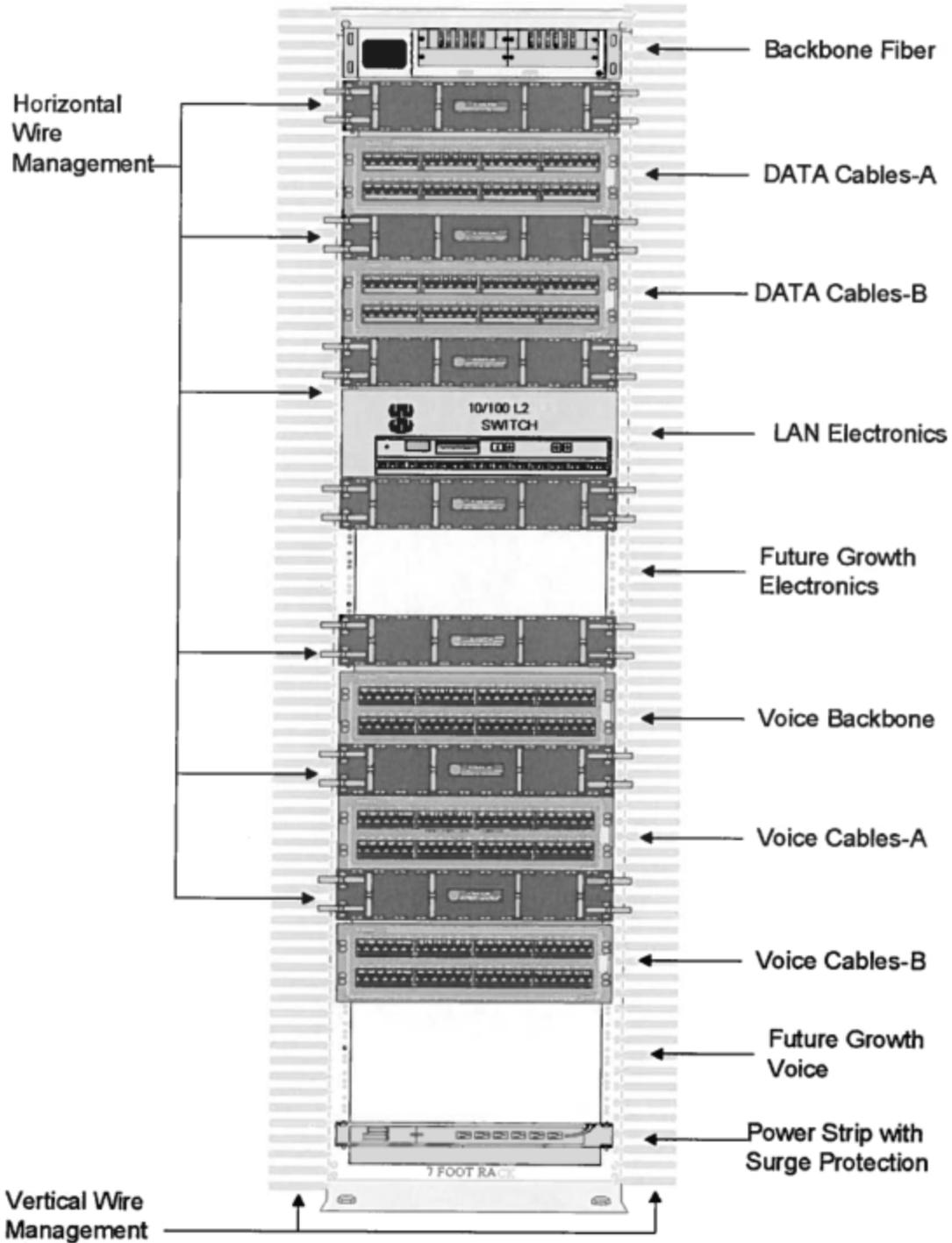
Exhibit 11: Single Rack, Data Only (Voice and Data Not Consolidated)



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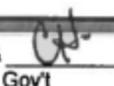
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Exhibit 12: Consolidated Closet, Voice and Data; Share Single Rack (less than 72 locations)



Floor mounted racks and cabinets shall have a minimum of 36 inches of clearance in front of, behind, and on at least one side. Where space or room layouts limit the minimum clearances required, the installation contractor shall notify the OIT or designated representative for technical direction.

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Equipment layout, specifically with respect to rack, cabinet, and swing gate location are critical design elements that ensure future growth, maintenance and flexibility are protected. Proper clearances also allow installers and maintenance personnel the required room to perform work safely and ensure electronics environmental conditions are maintained.

The patch cables shall run neatly through the wire management panels above the electronics, run down the sides of the rack, run below the electronics, and plug neatly into the respective port. The cables between the patch panels and the electronics shall not be excessively long nor shall they lie on the floor. The patch cables shall be secured and bundled using Velcro securing straps.

Caution: At no point is the use of tie-wraps an acceptable alternative when bundling and securing patch cables on the rack.

A power strip with surge suppression and an on/off switch shall be mounted to the back of the rack to supply at least six outlets for AC power (120-volt, 20-amp service).

10.0 GROUNDING

The NEC provides guidelines to ensure that electrical installations in buildings meet the necessary safety practices to prevent electrical shock hazards to personnel, ensure fault clearance of unintentional electrical breakdowns that could cause fire, and prevent transient voltages from causing electrical damage to installed network components. NEC Article 800 pertains to telecommunications industry and should be consulted for specific guidelines related to this topic. Article 800 also has references to other articles as the need arises.

In all new buildings and major retrofit projects an independent ground bus, installed in each communications closet, shall be provided. The independent ground bus in each closet should be installed by a certified electrician, or properly licensed installer. The independent ground buses are designated for, and utilized exclusively, by the communications equipment. In existing buildings, an independent ground is certainly desirable. In general, all communications systems, cable plant devices, equipment, and components shall be properly grounded and bonded.

All grounding shall be performed to meet the following published standards and guidelines:

- ANSI/TIA/EIA 607
- ANSI/IEEE C-142
- Federal Information Processing Standard (FIPS) 94
- NEC Articles 250 and 800
- UL
- ANSI CI-1978

All equipment racks, cabinets and systems must be properly connected to the independent ground bus per the ANSI/TIA/EIA 607 specifications. It is the responsibility of the cable installer to connect all common closet equipment racks and cabinets to the provided ground bus. It is also the responsibility of the cable installers to report to the USCIS Program Manager any discrepancies with respect to improper or omitted grounding systems.

For connecting equipment within the telecommunications/data wiring closets to the ground bus, a number six wire with green insulation should be used. This ground wire should be no longer than 30 feet.

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All ground wire should be routed straight, with sweeping bends, neat, and orderly. Ground wire should be routed in the most direct fashion possible to the equipment. Ground wires should be supported by tie-wraps at 12-inch intervals.

The manufacturer instructions and recommendations shall be followed when grounding the electronic equipment installed in the telecommunications/data wiring closets.

11.0 Ladder Rack, CABLE TRAY AND FASTENERS

All cables installed in overhead spaces (such as above ceiling panels) shall be securely strapped to ceiling slab fasteners or cable ladders that are fastened to the ceiling slab to avoid contact with lighting equipment or drop ceiling supports. Wire management channels or cable ladders shall be used to provide orderly arrangement of all installed cables in and around the equipment racks.

As a general rule, all cables shall be securely suspended, fastened, tied, and bundled firmly (without damaging the cable jackets or creating kinks in the cable) to minimize the amount of space required for cabling.

12.0 ADMINISTRATION AND LABELING CONVENTIONS

Label conventions shall apply to all sites, regardless of the number of buildings at the site. This section describes the USCIS standard labeling convention for all cable installations, whether new or retrofit.

12.1 Building Designation

The designation for the building shall be a two to four character alphanumeric scheme. Buildings typically have unique names/numbers, whether in multi-story complexes or in campus environments. The first designation should represent the unique building the cable plant is wired within. This nomenclature will rarely change throughout the life of the building and allows a structured naming convention to be used for Inter-building backbone cable installations.

12.1.1 Floor

The designation for the floor shall be a two-digit number. If the floor is a single number such as "4," place a leading zero before the single-digit, for example "04."

12.1.2 Wiring Closets

The designation for a wiring center is a single letter. The Computer Room or MDF shall always have the wiring closet designation of "M." Remote wiring closets that are all located on the same floor shall be labeled A-L and N-Z ("M" is reserved for the MDF). Closets that stack directly on top of each other shall have the same letter designation.

12.1.3 Cable Numbers

The designation for the cable shall be a three-digit number, followed by an "A", "B" or "C" designation, indicating the "A", "B" and "C" cable for that drop. Use leading zeros as necessary. For example, the designation for drop #3A would become 003A.

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12.2 Information Management Outlet

The IMO is the interface for the workstation cable and the horizontal workstation cable, which terminates in a wiring closet. This is typically referred to as the "jack" in the industry, also an enhancement to the Bell Labs Universal Service Order Code (USOC) specifications. These specifications also referenced the RJ pin assignments. The ANSI/TIA/EIA now prefers to use the term 8-pin modular plug or connector when describing jack pin-outs. Each information outlet should be labeled according to the following guidelines:

The designations on single-gang and double-gang faceplates will be as follows:

- Building (AANN, or combination).
- Floor (NN, with a leading zero).
- Wiring center /closet (A).
- Cable drop (NNN[A-C], with leading zeros).

For example: "TW-12-C-111B"

where: TW = TechWorld building, 12 = 12th floor, C = wiring center, and 111B = cable drop #111 cable B.

12.3 Intra and Inter-Building Backbone Cables

These backbone cables interconnect wiring closets either within a building or interconnect buildings in a campus environment.

The naming convention applies the same for Intra and Inter backbone cable labeling. Standard nomenclature for backbone cabling shall be as follows:

- First Building (4-6 alphanumeric characters).
- First wiring closet (includes floor, closet and pair or strand designations).
- Second Building (2-4 alphanumeric characters).
- Second wiring closet (includes floor, closet and pair or strand designations).

For example, "TW801I-06-W-001 - TW800K-01-M-001"

where: TW801I = TechWorld building 801 I is the first building (origination point), 6 = 6th floor, W = wiring center closet W, 001 = cable pair (copper) or strand (fiber)

TW800K = TechWorld building 800 K is the second building (destination point), 1 = 1st floor, M = wiring center Main Distribution Frame, 001 = cable pair (copper) or strand (fiber).

The cable label shall be affixed to both ends of the cable, approximately 2 to 3 inches from the termination point. Heat shrink labels are preferable. Wrap-around labels are permissible as long as they are printed using indelible ink and the labels are easily read.

13.0 TEST AND DOCUMENTATION PROCEDURES

The installation contractor shall complete all testing of the cable plant. The installation contractor is responsible for providing all personnel, equipment, instrumentation, and supplies that are necessary to perform the required testing.

13.1 Testing of Installed Copper Cable

All installed copper cables shall be tested with a Level III or greater cable tester to certify that the cable conforms to ANSI/TIA/EIA-568-B specifications. The test device shall provide printed and electronic (soft) Pass/Fail test results that show the following:

- Electrical length in feet (accurate to 0.5 feet).
- Cross-talk in dB for each of the four pairs.
- End-to-end attenuation in dB for each of the four pairs.
- Drop number.
- Continuity (for all eight wires).
- Capacitance
- DC resistance
- Impedance
- Date of test
- Name, model and serial number of the field tester (i.e. Fluke OMNI Scanner 2).
- Adapter used for test.
- Software version or level.
- Date the field tester was last calibrated.
- Which test was being performed (permanent link test, channel test).

13.2 Testing of Optical Fiber Cables

Testing shall be of the optical link as specified in ANSI/TIA/EIA-568-B.3 for multi-mode fiber optics and ANSI/TIA/EIA-526-7 method A for single-mode fiber optics. An optical fiber link is defined as the passive cabling network between two optical cross-connects (patch panels or outlets). This includes cable, connectors and splices but does not include active components. The link test contains the representative connector loss at the patch panel associated with the mating of patch cords, but does not include the performance of the connector at the equipment interface.

If the manufacturer of cables or connecting hardware has supplied post-manufacture performance data, copies of such data are to be included in the documentation.

Testing of installed multimode fiber cable shall meet or exceed the specifications in Exhibit 12.

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Exhibit 13: Multimode Fiber Cable Specifications

Horizontal Fiber	Attenuation 850 nm	Attenuation 1300 nm
≤90 m	≤2.0 dB	≤2.0 dB
Backbone Fiber		
≤2000 m (6560 ft)	≤fiber length (km) x 3.75 dB/km + number connector pairs x 0.75 dB + number of splices x 0.3 dB	≤fiber length (km) x 1.5 dB/km + number connector pairs x 0.75 dB + number of splices x 0.3 dB

Testing of installed single-mode fiber cable shall meet or exceed the specifications in Exhibit 13

Exhibit 14: Single Mode Fiber Cable Specifications

Length	Attenuation 1310 nm	Attenuation 1550 nm
≤90 m (295 ft)	≤2.0 dB	≤2.0 dB
91-1000 m (3281 ft)	≤3.0 dB	≤3.0 dB
1001-2000 m (6562 ft)	≤3.3 dB	≤3.3 dB
2001-5000 m (16404 ft)	≤4.7 dB	≤4.7 dB

Test reports shall include the following information for each cabling element tested:

- Actual measured and maximum allowable attenuation (loss) at the specified wavelengths.
- Reference method.
- Number of mated connectors and number of splices (if any).
- Actual length and maximum allowable length.
- Group refractive index (GRI) for the type of fiber tested, if length was optically measured.
- Tester manufacturer, model, serial number and software version.
- Fiber ID number and project/job name.
- Link criteria used.
- Overall pass/fail indication.
- Date and time of test.

Test reports may be submitted in hardcopy, electronic, or both formats. USCIS prefers these reports to be provided in the electronic format to hardcopy.

14.0 BUILDING PATHWAYS, CONDUIT, AND CLOSETS

14.1 Closet Specifications (MDF and RWC)

Typical communications closets house common equipment required to support both voice and

data connectivity to workstations. Communication closets/rooms are typically centrally located on the floor, and adhere to the ANSI/TIA/EIA specifications for cable lobe lengths (e.g. maximum cable from closet to workstation will not exceed 100 meters, end-to-end). Closets/rooms should be vertically stacked, with a sufficient number of sleeves interconnecting each closet. All wiring centers shall comply with or support the following specifications and requirements:

14.1.1 General Requirements

- Space should be environmentally temperate, convenient, and professional looking.
- Communication closets must have sufficient infrastructure required to support the variety of communication services provided to USCIS and contractor staff. Typically this includes items such as conduits, cable trays, building grounding system, etc.
- Communications closets should be designed for growth, and flexibility supporting new technologies without the need for major room modifications and rearrangements.

14.1.2 Environmental

- Room should be dust free with positive air pressure where possible and meet Federal guidelines for specified material to reduce airborne contaminants caused by off gassing.
- Ceilings should be finished with similar drop tiles used throughout the floor.
- Overhead lighting sufficient to provide 80 candle feet measured five feet above the finished floor, is to be switched controlled and is not to be connected to communications equipment circuits.
- Care must be taken to avoid structural columns, ductwork, and other building structures, which would restrict the functionality of the space.
- Ceiling space above communications closets should be open and clear of major Heating, Ventilation, and Air Conditioning (HVAC) systems and ductwork, including major motors, elevator motors, generators, or equipment that induce excessive EMI and/or RFI to communications equipment or systems.
- Room temperature must be maintained between 65 to 76 degrees Fahrenheit, with a relative humidity range of 20 to 60 percent. When heat-generating equipment is placed into communication closets, maintaining environmental parameters is essential, thus avoiding down time due to equipment failures caused by equipment over heating. Where the building HVAC is insufficient to maintain these parameters a standalone HVAC system should be considered to maintain these environmental ranges for 24 hour, 7 days a week (24/7) schedule.
- Where no dedicated HVAC system is required for plenum air return buildings, there should be a minimum of two diffusers for fresh HVAC air intake, with a minimum of two air return vents, vented door and a positive air flow maintained. Buildings without air return systems should provide clean air 24/7. Additionally, rooms without dedicated HVAC systems should have a continuous airflow 24/7.

14.1.3 Construction

- Closets vary in size depending on their function. However, minimum communications closet size should never be less than specified in the applicable ANSI/TIA/EIA specifications. USCIS typical closet minimum size should be no less than 80 square feet, whereas the recommended size is calculated by the ANSI/TIA/EIA specifications.
- Door locks for all communications rooms will conform to local security requirements.
- Door must be a minimum 36 inches wide by 80 inches high. The door should swing out to

facilitate equipment installation and provide maximum space utilization by allowing higher density equipment designs and configurations without the concern of lost space due to door travel.

- Floor should be rated to withstand 100 pounds per square foot and should be covered with appropriate tile or linoleum. Carpets are not acceptable in communications closets.
- Each communications closet should have a minimum of 2 separate 120 Volt @20A circuits installed for cable plant electronics. Preferred outlets are the National Electrical Manufacturers Association (NEMA)-20 5 quad receptacles. Outlets should be installed at heights that adhere to the building electrical codes, typically 18 inches above finished floor. Additional circuits may be required as equipment density is increased.
- A certified electrical ground and buss shall be installed into each closet for communications equipment grounding and be connected to a dedicated building ground that is compliant with the ANSI //TIA/EIA 607.
- For the MDF, a pre-treated, fire-rated, plywood backboard (3/4 inches by 4 feet by 8 feet sheets) shall be fastened properly to the wall for riser cable control, where required.
- All cable shall be neatly secured with Velcro and anchored every 3 feet on the backboard
- USCIS occupied floors that are contiguous, with stacked closets, should have a minimum of two 4-inch sleeves between closets for USCIS Data and Voice cables. Additional sleeves will be required for the building voice riser system. Where USCIS data and voice cables must pass through communications closets not controlled by USCIS or the US government, mechanical protection must be provided. Thin wall ridged conduit will be sufficient for this requirement.

14.2 Conduits

Conduit installations shall comply with all ANSI/TIA/EIA-569-A specifications. Highlights of that specification are as follows:

- Maximum fill factor of 40% per conduit shall be adhered to for new conduits. If possible, installers shall avoid using those conduits that have exceeded the 40% fill factor.
- Pull-box shall be installed every 100 feet and / or every two 90-degree turns.
- All bends in the conduit must be made hydraulically to create smooth, sweeping turns.
- All pull-boxes shall be sized to allow for the largest minimum bend radius for any of the cables that are used.
- Where local codes mandate that rigid conduit must be installed from the distribution closet to the IMO, a minimum of one 1-inch diameter conduit from wiring center to workstation IMO is required. This single, 1-inch conduit will support both voice and data grade cabling to the workstation and requires a consolidated voice and data closet.
- In buildings which local codes do not mandate rigid conduit from the distribution closet to the IMO, a minimum of one 1-inch diameter conduit from above ceiling grids to respective IMO is recommended. These conduits are referred to as "ring and string" within the industry, and typically provide a pathway for plenum cable installation into the outlet box. Although many local codes do not require rigid conduits for low voltage wiring, USCIS OIT recommends the general contractor install these for each IMO.
- Open office space (e.g., systems furniture where two or more IMO's are fed by a single column or feed) typically does not require conduit stubs or home run conduits. If conduits or stubs are installed, then conduit sizing shall ensure fill factor does not exceed 40%.
- Minimum of two 4-inch diameter sleeves shall be provided for vertically stacked closets. In open

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plenum environments, where access to closets are not blocked by building structures or fixtures, and a clear pathway exists, conduit installation is not required to interconnect closets. Exceptions will be made by the USCIS Project Manager

- Minimum of two 4-inch diameter conduits shall be provided in any building or campus environment where cable is subject to damage or there is no clear pathway for installation. These may be areas such as underground parking garages, outside cable routes, pathways through office space not under USCIS control, or areas that prevent cable installation at future dates, such as main building lobbies, under-floor pathways, etc.
- Minimum of two 4-inch diameter conduits between buildings in a campus environment.

15.0 DOCUMENTATION

Upon completion of the cable plant installation, a documentation package shall be completed within 30 calendar days that shall include the following items:

- Letter of certification of the installing organization from the structured cable plant vendor.
- Completed Contractor Information Form.
- Detailed materials list.
- Cable plant test certification letter.
- Electronic Copper cable test results (soft) in Fluke Networks Linkware format (.flw). (Full plot data).
- Electronic Fiber-optic cable test results (soft) in Fluke Networks Linkware format (.flw). (Full plot data).
- Structured media warranty (system warranty) and warranty claim information document.
- As-built site drawings.

All of this information shall be provided in both hardcopy and electronic formats, except as follows:

- Electronic Fiber test results (soft).
- Electronic Copper test results (soft).

15.1 Letter of Certification

A letter of certification shall be supplied to the designated USCIS Program Manager from the authorized project supervisor. A sample of the recommended letter of certification is included as Appendix B of this document. A letter of certification shall be supplied to the designated USCIS Program Manager from the authorized project supervisor. A sample of the recommended letter of certification is included as Appendix B of this document. The letter of certification should be submitted in electronic format using word Processing software compatible with Microsoft Word 2000 or lower.

15.2 Implementation Report

A brief implementation report shall be submitted as part of the completed documentation package. This implementation report, at a minimum, should include the following information:

- Installing company name and address.

- Contract number and Task or Delivery Order, if any.
- Beginning and ending dates of the installation project.
- Names of personnel assigned to the installation project.
- Installation summary, including deviations from the original task order.
- Responsible party names, address, and phone number.

The electronic version of this report shall be submitted using word Processing software compatible with Microsoft Word 2000 or lower. A sample implementation report is provided as Appendix D of this document.

15.3 Detailed Materials List

A detailed materials list shall be included as part of the completed documentation package. At a minimum, this list shall include all materials originally called for from the site survey report, actual materials used for the installation project, and a column that shows the deviation between the two. Any unusual deviations in required quantities should be explained in the implementation report, as described previously.

The detailed materials list should be completed and submitted using spreadsheet software compatible with Microsoft Excel 2000 or lower. A sample form to be used for this list is provided as Appendix E of this document.

15.4 Cable Plant Test Certification Letter

In lieu of the responsible installation supervisor providing a signature on each printed cable test result, a letter of certification from the installation supervisor may be included to verify that installation personnel doing the testing have been properly trained in the use of the test equipment and that the test results included have been reviewed and are an accurate reflection of the installed cable plant.

The certification letter should be submitted in electronic format as a word Processing document compatible with Microsoft Word 2000 or lower. A sample cable plant test certification letter is included as Appendix F of this document.

15.5 Copper Cable Test Results

Test results for all cables shall be included in electronic format (Fluke Linkware format) within the completed documentation package upon completion of the project. The cable test results shall be provided in numeric order on a per closet basis for horizontal cables. All copper tie and backbone cables shall be included as a sub-section and also numbered.

15.6 Fiber-optic backbone Cable Test Results

Test results for all cables shall be included in electronic format (Fluke Linkware format) within the completed documentation package upon completion of the project. Opposite ends of each fiber strand tested should be included side by side or in direct sequential order. The fiber optic test results shall be submitted in a closet-by-closet format.

15.7 As-Built Site Drawings

Complete as-built site drawings of the cable plant shall be included as part of the completed documentation package. At a minimum, the following information shall be included on the drawing:

- Accurate, reasonable facsimile of the building floor plan
- Room and area numbers assigned for identification purposes
- Location and designation of all wiring closets
- Location and designation of all information outlets installed
- Routes for all cables, including horizontal, tie, and backbone
- Location of all vertical penetrations
- Location of horizontal penetrations through fire walls
- Any special service application notes
- Backbone and tie cable lengths between closets

These as-built site drawings shall be completed using computer-aided drawing software that produces vector graphics data files, preferably AutoCAD version 2003 or lower.

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Attachment A Glossary

µm	Micrometer
AC	Alternating Current
ACR	Attenuation to crosstalk ratio
ANSI	American National Standards Institute
AWG	American Wire Gauge
CAT	Category
CSA	Canadian Standards Association
dB	Decibel
DHS	Department of Homeland Security
DO	District Office
EF	Entrance Facility
EIA	Electronic Industries Association
ELFEXT	Equal Level Far End Cross-talk
EMI	Electromagnetic Interference
FCC	Federal Communications Commission
FIPS	Federal Information Processing Standard
GRI	Group Refractive Index
HVAC	Heating, Ventilation, and Air Conditioning
ID	Identification
IDC	Insertion Displacement Connector
IEEE	Institute of Electrical and Electronics Engineers
IMO	Information Management Outlet
ISO	International Organization for Standardization
IT	Information Technology
km	Kilometers
LAN	Local Area Network
Mbps	Megabits per second
MC	Main Cross-connect
MDF	Main Distribution Frame
MHz	Megahertz
NEBS	National Electrical Bell Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association

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EIA	Electronic Industries Association: the US national organization of electronic manufacturers. It is responsible for the development and maintenance of industry standards for the interface between data processing machines and data communications equipment.
EMI	"Noise" generated in copper conductors when electromagnetic fields induce current. External signals that disrupt the data transmitted on the local area network or electronic device being operated.
End-To-End Connection	A continuous connection, for example, from a workstation to a concentrator.
FC Connector	A type of optical fiber connector identifiable by its round, screw-operated locking nut. It is usually metal. Its ruggedness leads it to be widely used in test equipment. (Source BICSI Telecommunications Dictionary)
FEXT	Cross-talk measured at the opposite end from which the disturbing signal is transmitted.
Frequency	The number of times a periodic action occurs in a unit of time. The number of cycles that an electrical current completes in one second, expressed in Hertz.
Frequency Range	The range, measured in Hertz of a test signal.
Hertz	The unit of frequency, one cycle per second.
IEEE	Institute of Electrical and Electronics Engineers: An international professional society that issues its own standards and is a member of ANSI and ISO.
LAN	A geographically limited communications network intended for the local transport of data, video, and voice. Often referred to as a customer premises network.
Loose Tube	The fiber is contained in a plastic tube for protection. To give better waterproofing protection to the fiber, the space between the tubes is sometimes gel-filled. Typical applications are outside installations. One drawback of loose buffer construction is a larger bending radius. Gel-filled cable requires the installer to spend time cleaning and drying the individual cables, and cleaning up the site afterwards.
Megabits	A million bits per second: A unit of data transmission speed.
MDF	The main distribution frame, where central networking components are located. This refers to closets and large computer rooms and in most cases houses the WAN equipment and circuits. These rooms are the core rooms in a building or campus environment.
MTRJ connectors	The MT-RJ fiber optic couplers provide a complete system for premises applications. As the name suggests, the system was designed to bring many of the benefits of the RJ-45 modular plug and jack system to fiber optics: small size, lower costs, easier application, and easier use.
Nanosecond	One billionth of a second (10^{-9} seconds).

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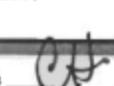
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NEXT	Crosstalk measured at the end from which the disturbing signal is transmitted. Near End crosstalk is a measure of how much energy is coupled at the near end in a pair that is adjacent to an energized pair, and FEXT is the same measure at the far end from the transmitter. When all pairs are energized, as with Gigabit Ethernet, NEXT and FEXT are generated by each disturbing pair and must be power-summed to obtain a true measure of the coupled energy.
OFN, OFNP, OFNR	Type of optical fiber cable construction, which stands for: general purpose, plenum (P) or Riser (R)
Patch Panel	A modular termination and connection point for horizontal distribution cabling.
Plenum	A compartment or chamber to which one or more air ducts are connected and that forms part of the air distribution system. (Source National Electric Code)
Protocol	The means used to control the orderly exchange of information between stations on a data link or on a communications network or system.
Propagation Delay	The amount of time that passes between when a signal is transmitted and when it is received at the opposite end of a cable or cabling.
PS NEXT	Power sum near end crosstalk. Measurement
PVC	Polyvinyl Chloride: A type of plastic material used to make cable jacketing.
Return Loss	Return loss is a measure of the signal reflections occurring along a channel or basic link and is related to various electrical mismatches along the cabling.
RJ-45 Keyed Connector	An eight-conductor modular phone-style receptacle with a plastic tab on the side. This type of connector can only be inserted into a keyed jack.
RJ-45 Non-Keyed Connector	An eight-conductor modular phone-style receptacle without a plastic tab. This type of connector can be inserted into either a keyed or non-keyed jack.
SC connectors	Fiber connector that is duplexed into a single connector clip with both transmit/receive fibers.
ST connectors	Keyed, bayonet-style connector, very commonly used
TIA	Telecommunications Industries Association: The US national organization of telecommunications manufacturers. It is responsible for the development of data processing machines and data communications equipment.
Tight Buffered	Buffer layers of plastic and yarn material are applied over the fiber. Results in a smaller cable diameter with a smaller bending radius. Typical applications are patch cords and local area network connections. At least one mfr. Produces this type of cable for inside/outside use.
UTP	A cable with multiple pairs of twisted insulated copper conductors bound in a single sheath. An unshielded twisted pair CAT6 cable usually contains four pairs of wire in a single jacket.
WAN	Wide Area Network: A network that uses common-carrier-provided lines, usually to connect two or more LANs.

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Attachment B Sample Letter of Certification

**TO THE PROGRAM INSTALLATION PARTNER
CERTIFICATION AGREEMENT**

**[Solution Vendor] Certification Program
Structured Cabling Installation Partner Certification**

"Installation Company"

"Installation Company" has met the Certification Partner selection criteria and has successfully completed the program training. Therefore *"Installation Company"* is hereby certified as a Certification Program Installation Partner, and as such is authorized by [Vendor] to design and install [Solutions Vendor] Certified Systems, and to support the Certification Program 20-year Applications Assurance and an extended limited component warranty.

"Installation Company" has agreed to conform to all [vendor] specified and TIA/EIA compliant installation practices as presented in the Program training program.

[Vendor] approved systems designed for the TIA/EIA-570 Category 6 channel performance and registered with [vendor] by a certified Certification Program Installation Partner are covered by the Certification Program Applications Assurance and an extended limited component warranty.

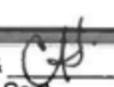
Certification Number: _____

Certification Date: _____

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Attachment C Sample Contractor Information Form

CONTRACTOR INFORMATION

JOB NAME:
LOCATION:
DATE:
PROJECT: Cable Plant Installation

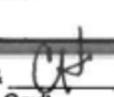
FIBER CONTRACTOR
NAME:
PHONE:
ADDRESS:
CITY, STATE, ZIP:
CONTACT NAME:
COMPLETION DATE:
SCOPE OF WARRANTY RESPONSIBILITY: In accordance with Existing Contract

SUPPLIED MATERIALS: In accordance with Task Order XXX-xxx

COPPER CONTRACTOR
NAME:
PHONE:
ADDRESS:
CITY, STATE, ZIP:
CONTACT NAME:
COMPLETION DATE:
SCOPE OF WARRANTY RESPONSIBILITY: In accordance with Existing Contract

SUPPLIED MATERIALS: In accordance with Task Order XXX-xxx

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Attachment D Sample Implementation Report**PROJECT IMPLEMENTATION REPORT SITE C****INTRODUCTION**

"Company A" under sub-contract to "Company B", and working under Task Order Number XXX-xxx, recently performed a local cable plant installation at "Site C". The project was begun on Monday July 7, 2004, and the installation was completed on Wednesday, July 23, 2004.

PROJECT PERSONNEL

The following "Company A" personnel participated in the installation project at "Site C":

Mr. X Program Manager, Mr. Y Task Team Leader, Mr. Z Senior Network Engineer

INSTALLATION SUMMARY

The network installation was completed in accordance with the Task Order, using the Site Survey Report as the guide for project completion. In accordance with the design documentation, two buildings at the headquarters site were cabled for a total of 52 dual cable drops. All drops were installed through a self-suspended overhead cable routing system above the acoustic ceiling tiles in the office areas and garage of Site C.

Two wiring closets, designated wiring closet HQ-01-A and HA-01-A, serve the workstation connectivity needs for Site C. The main building cables are identified by labels starting with HQ-01-A; the garage cable drops are identified by labels beginning with HA-01-A. All 45 copper cable drops for closet HQ-01-A terminate on the patch panels in the equipment racks located in room 118, which also serves as the main computer room. The seven drops in the garage in wiring closet HA-01-A terminate on the patch panels located on the equipment rack in room 105.

A six-strand multi-mode fiber-optic cable connects wiring closet HA-01-A in the garage to wiring closet HQ-01-A in the main building.

There were no modifications made to the design documentation from the Site Survey Report. All material was provided and installed in accordance with the materials listing in the report.

PROJECT DOCUMENTATION

Included within the As-built documentation package, both in hard copy and electronic format, is the following information:

<u>Item</u>	<u>Electronic Format</u>
Letter of Certification	Word processing compatible with Microsoft Word for Windows (Version 2000), or lower
Implementation Report	Word processing compatible with Microsoft Word for Windows (Version 2000), or lower
Contractor Information	Word processing compatible with Microsoft Word for Windows (Version 2000), or lower
Cable Plant Database	Spreadsheet compatible with Microsoft Excel (Version 2000) or lower
Detailed Materials Listing	Spreadsheet compatible with Microsoft Excel (Version 2000) or lower
Cable Plant Test Results	ASCII Text File
Active Equipment Installation Log	Spreadsheet compatible with Microsoft Excel (Version 2000) or lower
As-built Site Drawings	CAD format compatible with AutoCAD Version 2000 or lower
Wiring Closet Detail	Raster or Vector drawing compatible with Visio Professional (Version 5.0) or AutoCAD Version 2000 or lower

CONCLUSION

The installation project was completed on Wednesday, July 23, 2004.

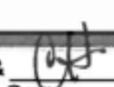
All materials and workmanship provided by Company A are fully warranted under the terms of the existing contract between Company B and Company A.

Any questions concerning the project installation, documentation, and warranty may be addressed to Mr. Y of "Company A". Mr. Y can be reached at (000) 555-0000.

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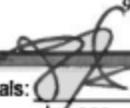
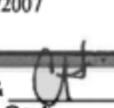
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Attachment E Sample Detailed Materials List

Item No.	Description	Projected Quantity	Actual Quantity	Variance
1	Wire Management Panel	6	6	0
2	48 Port Patch Panel	2	2	0
3	24 Port Patch Panel	4	4	0
4	Single Gang Faceplate, 6-plex CAT-6	25	25	0
5	Workstation Blank Insert	50	50	0
6	Dual RJ-45 Jack, 568A, Keyed	25	25	0
7	CAT-6 Cable, 24-4/P, plenum, feet	15000	15000	0
8	Patch Cord, yellow, 14 feet	30	30	0
9	Patch Cord, yellow, 10 feet	70	70	0
10	Open Rack, self support, double sided	1	1	0
11	Rack Mount Power Outlet Strip	2	2	0
12	Cisco Catalyst 4006 Switch	1	1	0
13	Cisco 1000 Base-X Switching Module	1	1	0
14	Cisco Supervisor II Engine Module	1	1	0
15	Cisco 48 Port 10/100 Base-T Module	3	2	0
16	19" Clear Vented Double Sided Rack Tray	1	1	0
17	Panduit 0.9" x 1.5" Latching Duct, 6 foot lengths	8	8	0
18	Data Tab (Computer Icon) 100/PACK	2	2	0
19	Fiber-optic cable, Six-Strand, feet	600	300	300
20	Cisco Catalyst 2948G Switch	2	2	0
21	Cisco Catalyst 2980G Switch	1	1	0
22	Box Eliminators	50	50	0
23	Surface Mount Box	14	14	0
24	Panduit 0.53"x1.01" Latching Duct, 6 foot lengths	14	14	0
25	Fiber Distribution Center	2	2	0
26	FDC Connector Panel, Preloaded w/ 6 ST	2	2	0
27	Dual Fiber Jumper Cable, ST to ST, 10 feet	2	2	0

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Attachment F Sample Cable Test Certification Letter

[Use Corporate letterhead]

Date: [Current date]

To: [Full name of individual to whom the letter is being sent]

Address: [of individual to whom letter is addressed]

Re: USCIS Cable Plant Installation at "Site C"

Task Order No.: [XXX-xxx]

Dear [Mr., Ms., or Dr. and last name]:

This letter is to certify that all cable test results included for the above mentioned project has been completed by "Company A" personnel who have been trained, and are competent in the use of, the required cable testing equipment.

Please accept this letter as certification of the accuracy of the test results furnished in lieu of individual signatures on each cable test result.

[Mr., Ms., or Dr. and name] [Title]

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Attachment G Sample Copper Cable Documentation

Sample Copper Cable Documentation

Cable ID:

Date / Time:
Headroom:
Test Limit:
Cable Type:

Operator:

Software Version:
NVP:

Test Summary:

Model:
Main S/N:
Remote S/N:
Main Adapter:
Remote Adapter:

Wire Map (T568B)	1 2 3 4 5 6 7 8			
PASS				
	1 2 3 4 5 6 7 8			

Length (ft, Limit 328)	[Pair 12]	101		
Prop. Delay (ns, Limit 555)	[Pair 78]	152		
Delay Skew (ns, Limit 50)	[Pair 78]	3		
Resistance (ohms)	[Pair 12]	6.0		

Attenuation (dB)	[Pair 78]	17.3		
Frequency (MHz)	[Pair 78]	100.0		
Limit (dB)	[Pair 78]	24.0		

PASS	Worst Case Margin		Worst Case Value	
	MAIN	SR	MAIN	SR
Worst Pair	12-36	12-36	36-45	36-45
NEXT (dB)	6.5	5.5	9.4	7.0
Freq. (MHz)	19.5	19.5	94.5	93.8
Limit (dB)	42.2	42.2	30.5	30.6
Worst Pair	12	12	36	45
PSNEXT (dB)	8.3	7.3	9.6	8.0
Freq. (MHz)	19.9	19.8	94.0	93.8
Limit (dB)	39.0	39.1	27.5	27.6

PASS	MAIN		SR		MAIN		SR	
	Worst Pair	78-36	36-78	12-45	12-45			
ELFEXT (dB)	17.9	17.8	18.2	18.1				
Freq. (MHz)	1.1	1.3	84.8	84.5				
Limit (dB)	56.4	55.5	18.8	18.9				
Worst Pair	45	45	45	45				
PSSELFEXT (dB)	19.1	18.3	19.1	18.3				
Freq. (MHz)	84.3	83.0	84.3	83.0				
Limit (dB)	15.9	16.0	15.9	16.0				

N/A	MAIN		SR		MAIN		SR	
	Worst Pair	12-36	12-36	36-45	36-45			
ACR (dB)	34.1	34.7	33.6	31.3				
Freq. (MHz)	94.5	84.5	94.5	93.8				
Limit (dB)								
Worst Pair	12	12	36	45				
PSACR (dB)	31.4	32.9	30.7	29.3				
Freq. (MHz)	100.0	100.0	94.0	93.8				
Limit (dB)								

PASS	MAIN		SR		MAIN		SR	
	Worst Pair	12	45	12	45			
RL (dB)	7.8	7.1	7.6	7.1				
Freq. (MHz)	25.6	79.5	50.3	79.5				
Limit (dB)	15.9	11.0	13.0	11.0				

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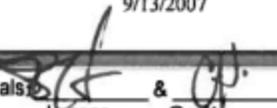
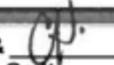
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Attachment H Sample Fiber-Optic Documentation

Sample Fiber Documentation

Cable ID:		Test Summary:	
Date / Time:	Operator:	Model:	
Headroom:	Software Version:	Main S/N:	
Test Limit:		Remote S/N:	
Cable Type:		Main Adaptor:	
		Remote Adaptor:	
<p>n = 1.4719 Number of Adapters: 2 Number of Splices: 0 Patch Type: Multimode 62.5 Patch Length1 (ft): 3.3 Patch Length2 (ft): 3.3 Patch Length3 (ft): 1.0</p>			
Propagation Delay (ns)	260		
Length (ft), Limit 6562.0	173.9 PASS		
Direction	A-B	A-B	
Wavelength (nm)	1300	850	
Result	PASS	PASS	
Loss (dB)	0.95	0.95	
Loss Limit (dB)	2.30	3.36	
Loss Margin (dB)	1.35	2.41	
Reference (dBm)	-17.48	-20.15	
03/02/2004 08:15:32am	(Method B)	(Method B)	
Direction	B-A	B-A	
Wavelength (nm)	1300	850	
Result	PASS	PASS	
Loss (dB)	0.84	0.84	
Loss Limit (dB)	2.30	3.36	
Loss Margin (dB)	1.46	2.52	
Reference (dBm)	-19.80	-19.97	
03/02/2004 08:15:32am	(Method B)	(Method B)	
Near End Adapter S/N:	8111111		
Calibration Date:	02/27/2004 10:54:15am		
Far End Adapter S/N:	8111112		
Calibration Date:	02/27/2004 11:21:15am		

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
	PERFORMANCE	10	552.270-17
11		552.270-18	Default in Delivery—Time Extensions (Variation)
12		552.270-19	Progressive Occupancy
13		552.270-21	Effect of Acceptance and Occupancy
14		552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
15		552.270-10	Failure in Performance
16		552.270-22	Default by Lessor During the Term
17		552.270-7	Fire and Casualty Damage
18		552.270-8	Compliance with Applicable Law
19		552.270-12	Alterations
20		552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

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2. **552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. **552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. **552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)**

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. **552.270-24 STATEMENT OF LEASE (SEP 1999)**

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

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any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (JUNE 2008)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

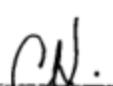
18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

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award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. **552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)**

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

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the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or

- (3) Including, directly or indirectly, the amount of any kickback in the contract price

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charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than

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30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the

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available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

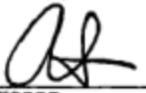
33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
- (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

34. 552.270-14 CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
- (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or

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- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or

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is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall

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order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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.)

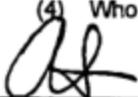
- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

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- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
- (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and

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- other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.*

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

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- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
 - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
 - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

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- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

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.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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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.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

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the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

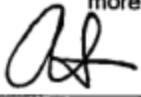
"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

- (d) The Offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

- (2) A statement of—

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned

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- small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone

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small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
 - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

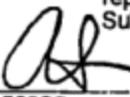
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HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number #9VI2017	Dated 3/23/11
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Vincent A. Hoover [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

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GSA FORM 3518 PAGE 3 (REV 1/07)

Lessor _____ & Government _____

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

INITIALS: *[Signature]* LESSOR & *[Signature]* GOVERNMENT

- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

INITIALS:  LESSOR &  GOVERNMENT

GSA FORM 3518 PAGE 5 (REV 1/07)

Lessor _____ & Government _____

(d) *Taxpayer Identification Number (TIN).*

- TIN: 203100496
 TIN has been applied for.
 TIN is not required because:
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other LLC

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 Name and TIN of common parent:

Name XXXXXXXXXX
TIN #####

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
(ii) if located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and zip code.
(iv) Company mailing address, city, state and zip code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS:


LESSOR

&


GOVERNMENT

GSA FORM 3518 PAGE 6 (REV 1/07)

Lessor _____ & Government _____

10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

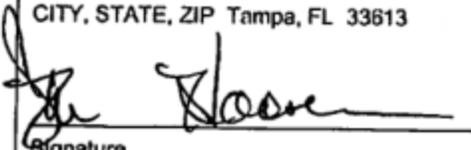
DUNS # _____

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration Active and Copy Attached

Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME Vin & Toni Hoover Property Management, LLC STREET 13775 N. Nebraska Ave CITY, STATE, ZIP Tampa, FL 33613  Signature	TELEPHONE NUMBER (813) 963-5555 3/23/11 Date
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INITIALS:  LESSOR &  GOVERNMENT

February 23, 2011

**Amendment Number 1
to SFO# 9VI2017
dated 12/29/2010
for U.S. Customs and Immigrations Services
in St. Thomas, USVI**

The purpose of this Amendment to Lease/SFO# 9VI2017 is to modify language contained within the body of the SFO.

Paragraph 1.4 is deleted in its entirety and replaced with the following:

1.4 OFFER DUE DATE (AUG 2008)

Offers are due by 4:00 p.m. EDT, Friday, April 1, 2011 and shall remain open until lease award.

All respondents to this Solicitation for Offers to lease shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy of this Amendment must be received by 4:00 p.m. EDT on Friday, April 1, 2011. You may fax this Amendment to Ms. Shannon C. Mohler of the CBRE Real Estate Services, Inc. at (703) 852-6210. A hard copy of the Amendment must be mailed to the following (can be included with submitted offer):

Shannon C. Mohler | Transaction Specialist
GSA - National Broker Contract
CBRE Real Estate Services, Inc.



RECEIPT OF AMENDMENT NO. 1
IS HEREBY ACKNOWLEDGED:

OFFEROR'S NAME:



OFFEROR'S SIGNATURE:

7/25/13

DATE:

04/27/2012

**Amendment Number 2
to SFO No. 9VI2017
dated 12/29/2010
for U.S. Customs and Immigration Services
in St. Thomas, USVI**

The purpose of this amendment to SFO# 9VI2017 is to modify language contained within the body of the SFO.

SFO Paragraph 1.3 is hereby deleted in its entirety and replaced with the following:

1.3 LEASE TERM (SEP 2000)

The lease term is for ten (10) years full, ten (10) years firm. GSA may terminate this lease in whole or in part after the tenth (10th) year on ninety (90) days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

-----END OF CHANGES-----

All respondents to this Request for Lease Proposal shall acknowledge receipt of this amendment by signature on one copy in the space provided below. The acknowledged copy of this amendment must be received by **5:00 p.m. EST on Friday, May 11, 2012**. **A hard copy of the amendment must be mailed to the following** (can be included with submitted offer):

Shannon C. Mohler | Transaction Specialist
GSA - National Broker Contract
CBRE, Inc.

RECEIPT OF AMENDMENT NO. 2
IS HEREBY ACKNOWLEDGED:

OFFEROR'S NAME:

OFFEROR'S SIGNATURE:

DATE:

11/13/2012

**Amendment Number 3
to SFO No. 9VI2017
dated 12/29/2010
for U.S. Customs and Immigration Services
in St. Thomas, USVI**

The purpose of this amendment to SFO# 9VI2017 is to modify language contained within the body of the SFO.

SFO Paragraph 1.1 is hereby deleted in its entirety and replaced with the following:

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. The General Services Administration (GSA) is interested in leasing approximately 13,685 rentable square feet of space. The rentable space shall yield a minimum of 11,900 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 11,900 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 four (4) reserved, on-site parking spaces, under rent, for Government vehicles. These spaces shall be lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration. Additionally, thirty-seven (37) parking spaces shall be commercially available within 660 walkable linear feet from the entrance of the offered space. Satisfactory public transportation (bus and/or light rail) must be available within 1,500 walkable linear feet of the offered space.
- 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. Approximately one hundred (100) square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations

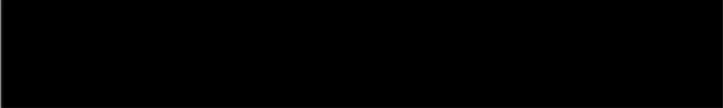
of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

-----END OF CHANGES-----

All respondents to this Request for Lease Proposal shall acknowledge receipt of this amendment by signature on one copy in the space provided below. The acknowledged copy of this amendment must be received by 5:00 p.m. EST on Friday, November 30, 2012. A hard copy of the amendment must be mailed to the following (can be included with submitted offer):

Shannon C. Mohler | Transaction Specialist
GSA - National Broker Contract
CBRE, Inc.



RECEIPT OF AMENDMENT NO. 3
IS HEREBY ACKNOWLEDGED:

OFFEROR'S NAME:

OFFEROR'S SIGNATURE:

DATE:

[Handwritten signature]
7/26/13

12/20/12

**Amendment Number (4)
To SFO No. 9VI2017
Dated 12/29/2010
for U.S. Customs and Immigration Services
in St. Thomas, USVI**

The purpose of this amendment to SFO# 9VI2017 is to modify language contained within the body of the SFO.

SFO Paragraph 1.1 is hereby deleted in its entirety and replaced with the following:

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. The General Services Administration (GSA) is interested in leasing approximately **13,668** rentable square feet of space. The rentable space shall yield a minimum of **11,885** ANSI/BOMA Office Area (ABOA) square feet to a maximum of **11,885** 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 four (4) reserved, on-site parking spaces, under rent, for Government vehicles. These spaces shall be lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration. Additionally, thirty-seven (37) parking spaces shall be commercially available within 660 walk able linear feet from the entrance of the offered space. Satisfactory public transportation (bus and/or light rail) must be available within 1,500 walk able linear feet of the offered space.
- 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. Approximately one hundred (100) square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations

of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

SFO Paragraph 1.2 is hereby amended as follows:

1.2 UNIQUE REQUIREMENTS (AUG 2008)

The SFO is hereby amended to also include the maximum rental rate CAP established by the Government for a rate of \$49.81/ per rentable square feet.

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

- A. If two (2) floors are proposed, they must accommodate 8,425 ANSI/BOMA usable office space (all operations and public contact, including ASC) on one floor and 3,953 ANSI/BOMA usable office space (administration, support and special purpose) on the other floor.
- B. The public entrance cannot be located within three hundred (300) walk able linear feet of the property line of K-12 schools and law enforcement agencies.
- C. A design test fit to determine if the Agency's Space Requirements can be met within the existing space or in the to-be constructed space offered and shall be submitted with the Initial Proposal.
- D. The building must include a loading dock or acceptable alternative for receipt or pick-up of pallet-sized loads.
The dock area and adjacent truck loading area can be the same grade as the offered space.
- E. Column spacing must be a minimum of 24' x 24'.
- F. Site plans showing all access points; building entrances and exits; and anticipated location of security devices must be provided at fifty-percent (50%) completion of the construction drawings in accordance with SFO paragraph 5.11.C. At this time, the successful Offeror will also provide detailed specifications on the anticipated security systems for Government review and approval.
- G. See attached USCIS Special Requirements. If information in the USCIS Special Requirements conflicts with the SFO, the USCIS Special Requirements supersedes the SFO.
- H. The tenant space must meet the requirements of LEEDO-CI (Leadership in Energy and Environmental Design for Commercial Interiors) Certified level at a minimum. The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®-CI Reference Guide at <http://www.usgbc.org/LEED/CI>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease.

Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

END OF CHANGES



All respondents to this Request for Lease Proposal shall acknowledge receipt of this amendment by signature on one copy in the space provided below. The acknowledged copy of this amendment must be received by 3:30 p.m. EST on Friday December 21, 2012. A hard copy of the amendment must be mailed to the following (can be included with submitted offer):

Carmen Hernandez

General Services Administration

Federal Building & US Courthouse 150 C. Chardon Ave. Rm-359

Hato Rey, Puerto Rico 00918-1746

Shannon C. Mahler | Transaction Specialist
GSA - National Broker Contract
CBRE, Inc.

RECEIPT OF AMENDMENT NO. 4
IS HEREBY ACKNOWLEDGED:

OFFEROR'S NAME:

OFFEROR'S SIGNATURE:

DATE:

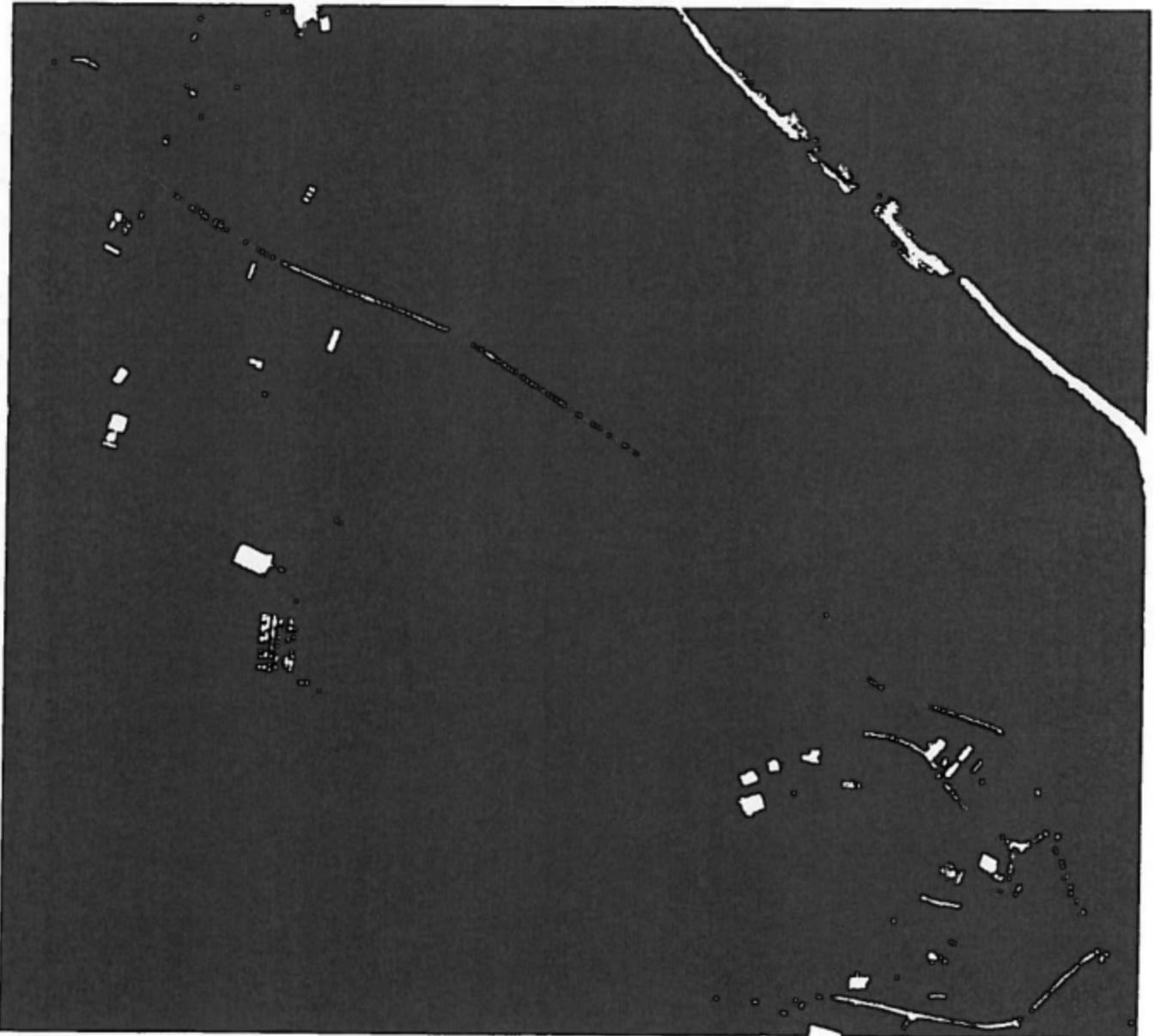

7/25/13

Legal Description

SFO# 9VI2017
Initial Offer

19F Remainder Estate Smith Bay, Nos. 1, 2 and 3
East End Quarter
St. Thomas Virgin Islands

PWD #: D97832-T006



SFO# 9VI2017



U.S. Citizenship
and Immigration
Services

Initial Offer

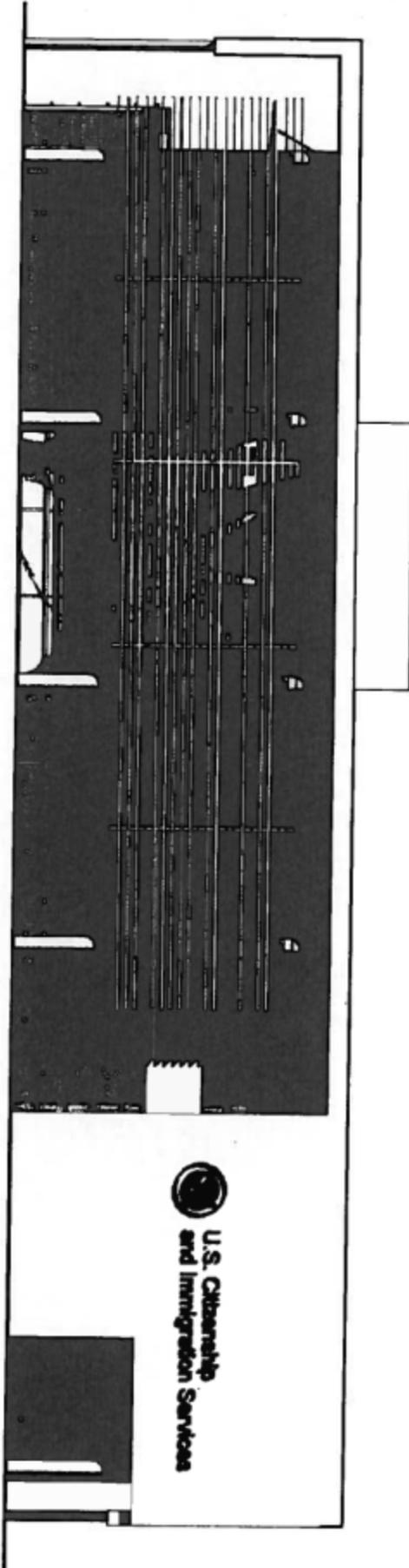
Lessors *[Signature]* & Government *[Signature]*

Building Elevation - North

SFO# 9VI2017
Initial Offer

EXHIBIT C ELEVATION PLAN

LEASE NO. GS-02B-19196



7 NORTH ELEVATION

SCALE : 1/8" = 1'-0"

LESSOR  GOVERNMENT 



SFO# 9VI2017



U.S. Citizenship and Immigration Services

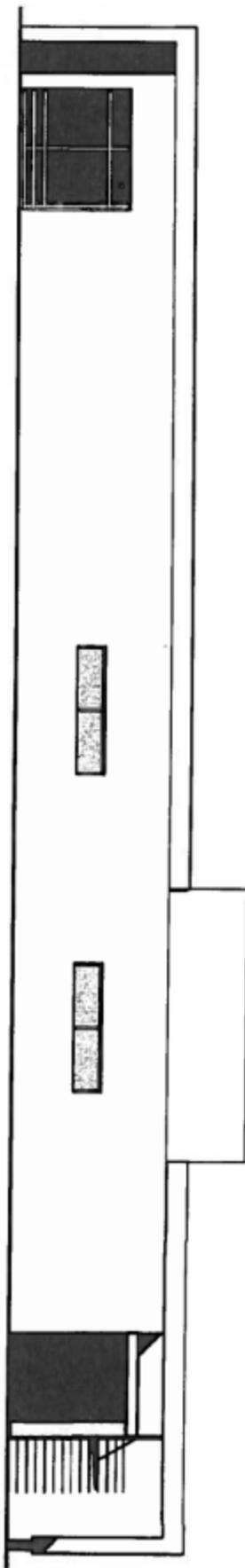
Initial Offer

Building Elevation - South

SFO# 9V12017
Initial Offer

EXHIBIT C ELEVATION PLAN

LEASE NO. GS-02B-19196



2 SOUTH ELEVATION
SCALE : 1/8" = 1'-0"

SA
LESSOR & GOVERNMENT *CH*



SFO# 9V12017



U.S. Citizenship
and Immigration
Services

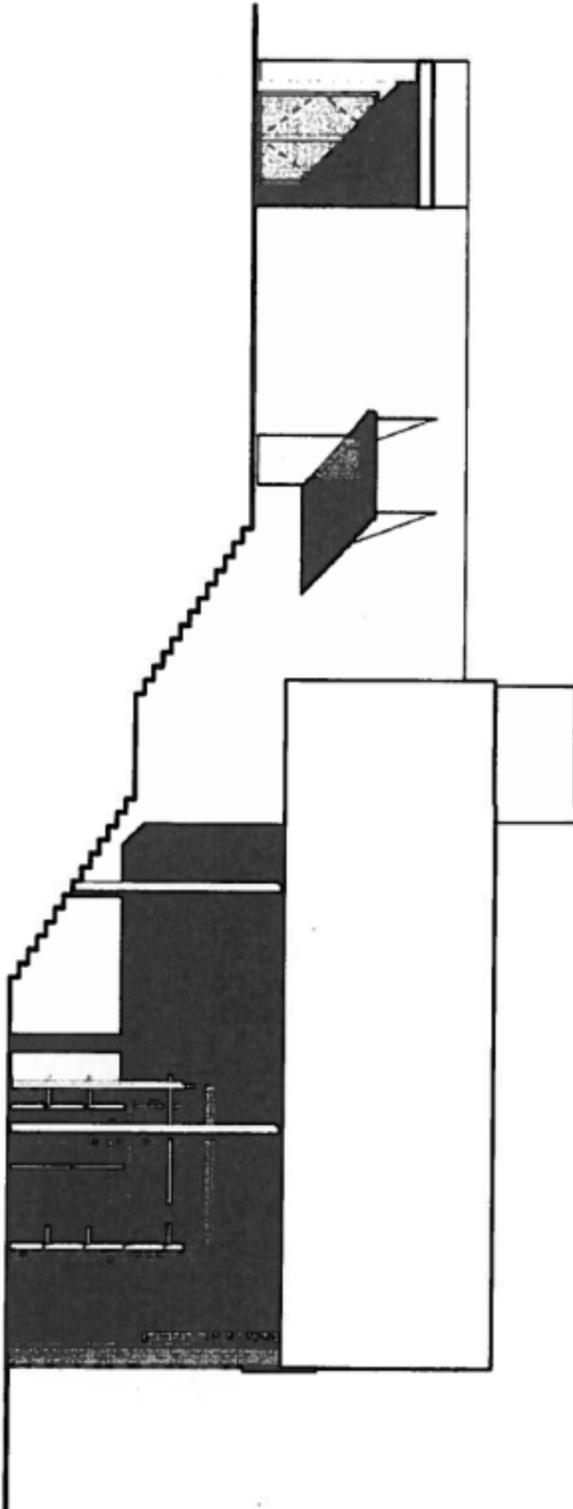
Initial Offer

Building Elevation - East

SFO# 9VI2017
Initial Offer

EXHIBIT C ELEVATION PLAN

LEASE NO. GS-02B-19198



4 EAST ELEVATION

SCALE : 1/8" = 1'-0"



SFO# 9VI2017



U.S. Citizenship
and Immigration
Services

Initial Offer

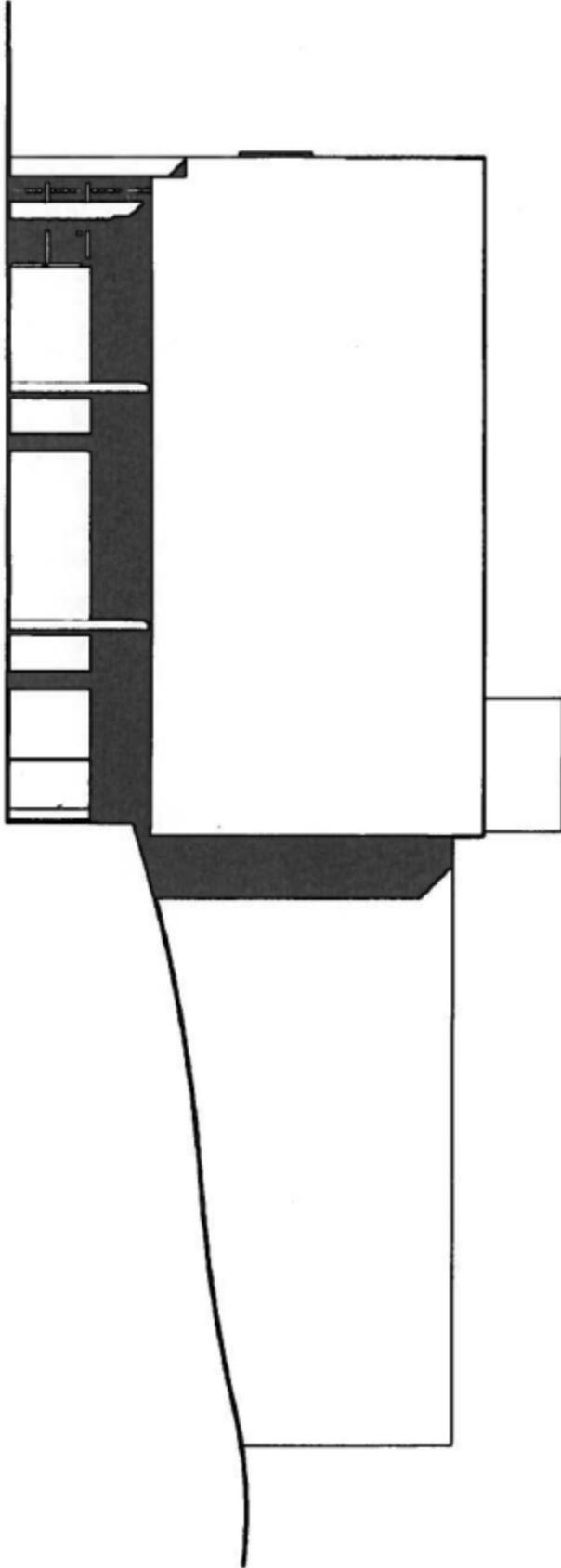
[Signature]
LESSOR & GOVERNMENT *CH*

Building Elevation - West

SFO# 9VI2017
Initial Offer

EXHIBIT C ELEVATION PLAN

LEASE NO. GS-02B-19196



3 WEST ELEVATION
SCALE : 1/8" = 1'-0"

[Signature]
LESSOR & GOVERNMENT *[Signature]*



SFO# 9VI2017



U.S. Citizenship
and Immigration
Services

Initial Offer



SEISMIC FORM C

BUILDING RETROFIT OR NEW CONSTRUCTION
PREAWARD COMMITMENT

PART 1

PREAWARD COMMITMENT TO RETROFIT BUILDING:

Date: _____

This affirms that _____ shall serve as the engineer in charge of the seismic retrofit of the building located at _____. The retrofit must be designed to meet the Basic Safety Objective, as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with the requirements of this Standard and the seismic paragraph in the Request for Lease Proposals (RLP), our offer includes a commitment to retrofit the building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. The offer includes a Tier 1 report with all supporting documents, a narrative explaining the process, scope of renovations, and a schedule for the seismic retrofit. Documentation shall be provided before award that demonstrates the seismic retrofit will meet the seismic standards and be completed within the time frame required.

PART 2

PREAWARD COMMITMENT TO CONSTRUCT A NEW BUILDING:

Date: 7/8/2013

This affirms that JOHN TOPH will serve as the engineer in charge of the structural design of the building located at ST. THOMAS, USVI. The criteria for design must be the 2012 edition of the IBC building code.

In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspecting critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the Building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type: <u>BUSINESS GROUP B</u>	Building Height: <u>2 STORY - 37'</u>	Approx. Area: <u>12.7 K #</u>
Building Design Code: <u>IBC</u>	Year of Design Code: <u>2012</u>	Year of Construction: <u>TBD</u>

OFFEROR

SIGNATURE

NAME OF SIGNER

John Toph

John Toph