

MEMORANDUM

TO: Blair Service Center Ad Hoc Subcommittee

SUBJECT: Review of Blair Service Center Design

DATE: March 3, 2010

FROM: Ralph Puls, Land/Water Programs Coordinator

The P-MRNRD Board of Directors at their May 14, 2009 meeting authorized the General Manager to execute a professional services contract with Alley Poyner Macchietto Architecture for the architectural design and other professional services necessary for the construction of a Natural Resources Center in Blair.

The facility would house the District's Rural Water employees and the USDA agencies including the Farm Service Agency (FSA), the Natural Resources Conservation Service (NRCS), and the NRCS Wetland Team. At this point, planning meetings with these agencies have resulted in a plan for a facility that meets each agency's needs. The plan addresses the specifications and requirements dictated by the USDA. The building will follow the trend of providing a One-Stop Service Center that is efficient, effective and convenient for the public that it serves and for the employees who work there. This would be the same concept as the District's Dakota County Natural Resources Center. It was also constructed to provide office space for the USDA and Rural Water.

The Blair office will incorporate a number of environmentally sound features that will result in energy savings and other "green" benefits. The goal of incorporating Leadership in Energy and Environmental Design (LEED) principles that would merit a Silver Rating will be achieved.

At the October 14, 2009 Board of Directors meeting, Alley Poyner Macchietto updated the Board on progress made with the design and planning of the facility. Attached are drawings that show the exterior of the facility and the floor plan. As noted at the October 14, meeting, the plans have been thoroughly reviewed and meet the needs of each agency. The design to be presented to the Ad Hoc Subcommittee for their review and recommendation is a 10,125 square foot building to be built at an estimated cost of \$184.44 per square foot, an estimated total of \$1,867,500.

On January 21, 2010 the NRCS sent out a Solicitation For Offers (SFO) for office space for FSA and NRCS. The Blair Office as proposed would meet their specifications. Offerers were given until March 1, 2010 to submit a lease proposal. A lease proposal to provide the 4,250 square feet of office space required by the FSA and NRCS was submitted. The offer proposes to lease the space to the USDA for an initial term of 10 years at a rate of \$17 per square foot with all utilities and maintenance costs provided. The NRCS may request that the terms of the proposed lease be negotiated with the District.

Management recommends that the Blair Service Center Ad Hoc Subcommittee recommend to the Board of Directors that the architect's submission for the design development phase for the Blair Natural Resources Center be approved and that the approval will be subject to the review and approval of a lease with the NRCS.



Proposed Building
Scale: Not to Scale

PROJECT NUMBER: 09006 - Blair Service Center Office Facility

FILE LOCATION: 09006 - Papio NRD - Blair Service Center Office Facility _ Drawings _ Current Set_xr_9006

DATE: March 1, 2010

ALLEY-POYNER
MACCHIETTO

1516 Curving Street
Omaha, NE 68102
Ph: 402.341.1544
Fax: 402.341.4755
aleypoyner.com



Proposed Building
Scale: Not to Scale

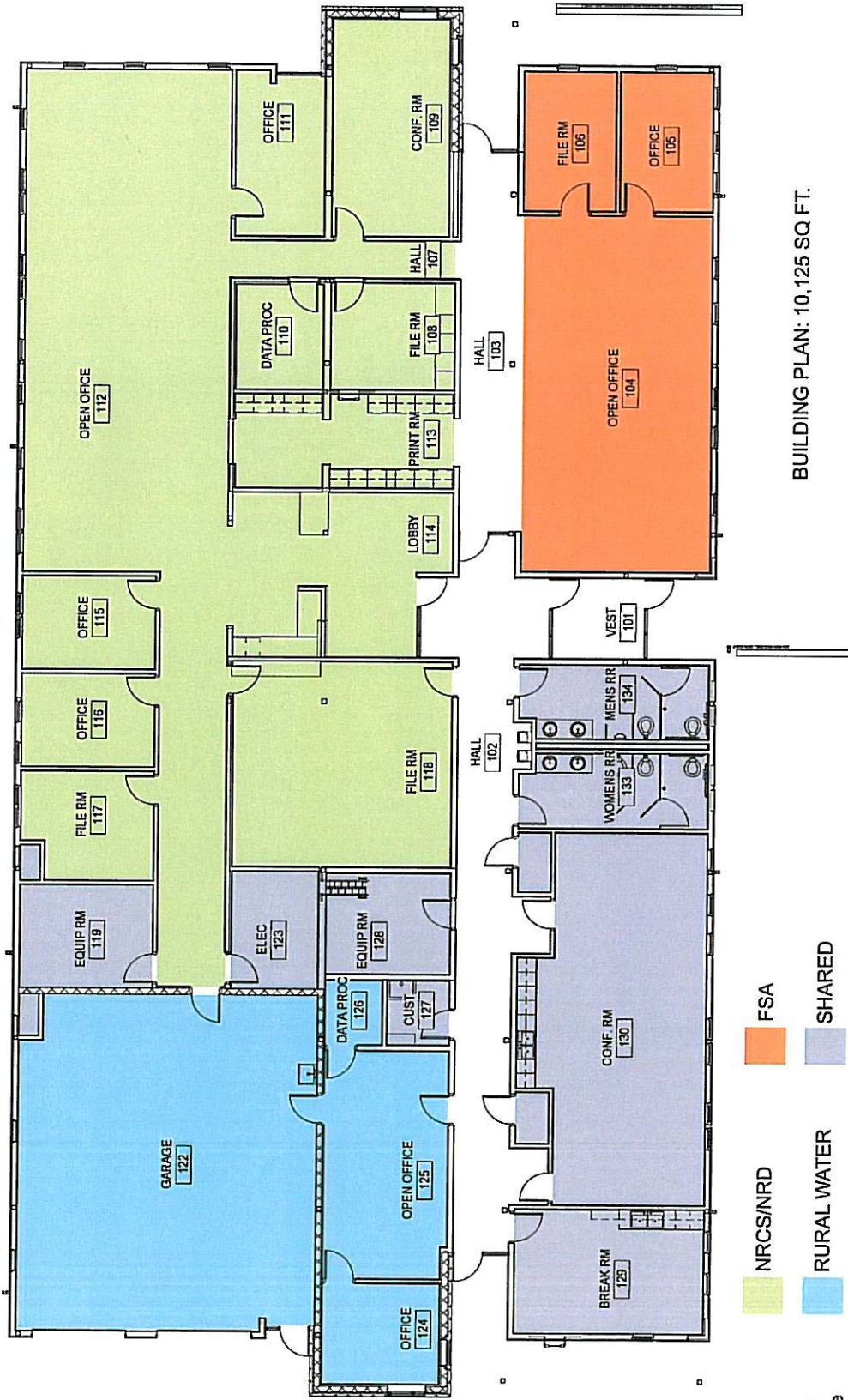
PROJECT NUMBER: 09006 - Blair Service Center Office Facility

FILE LOCATION: 09006 - Papio NRD - Blair Service Center Office Facility _ Drawings _ Current Set_xr_9006

DATE: March 1, 2010

ALLEY-POYNER
MACCHIETTO

1516 Quiring Street
Omaha, NE 68102
Ph: 402.341.1544
F: 402.341.4735
aleypoyner.com



BUILDING PLAN: 10,125 SQ FT.

Proposed Building
Scale: Not to Scale

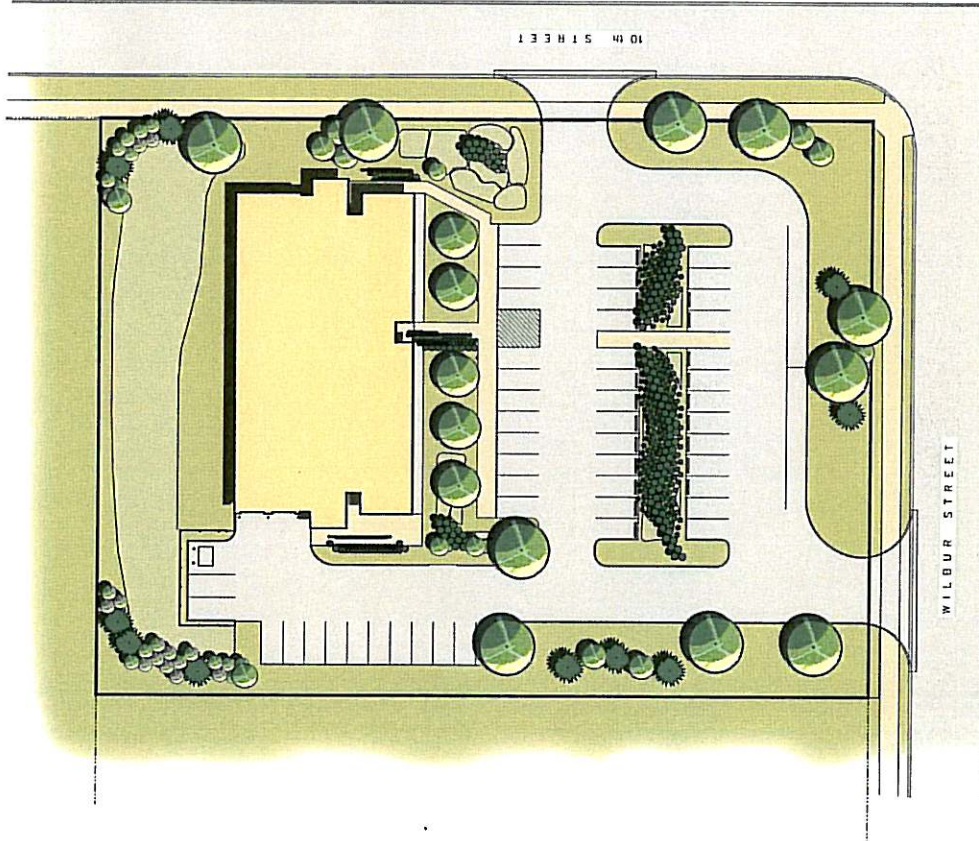
PROJECT NUMBER: 09006 - Blair Service Center Office Facility

FILE LOCATION: 09006 - Papio NRD - Blair Service Center Office Facility _ Drawings _ Current Set_xr_9006

DATE: March 1, 2010

ALLEY-POYNER
MACCHETTO

1516 Cuming Street
Omaha, NE 68102
Ph: 402.341.1544
Fax: 402.341.4735
alleyponer.com



Proposed Building
Scale: Not to Scale

PROJECT NUMBER: 09006 - Blair Service Center Office Facility

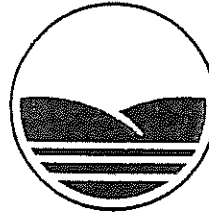
FILE LOCATION: 09006 - Papio NRD - Blair Service Center Office Facility _ Drawings _ Current Set_xr_9006

DATE: March 1, 2010

ALLEY-POYNER
MACCHIETTO

1516 Cumby Street
Omaha, NE 68102
Ph: 402.341.1544
F: 402.341.4735
alleypoyner.com

PAPIO-MISSOURI RIVER



NATURAL RESOURCES DISTRICT

February 26, 2010

8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6222
FAX (402) 895-6543
www.papionrd.org

TO WHOM IT MAY CONCERN:

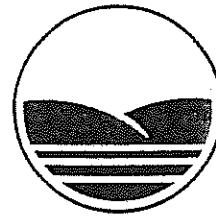
Attached is the Papio-Missouri River Natural Resources District's proposal to provide office space in Blair for the NRCS Field Office, the FSA and the WREP Team. The Service Center Concept is important to the P-MRNRD Board of Directors; they have built facilities to house the Douglas and Sarpy County NRCS and FSA in the District's headquarters at Chalco Hills Recreation Area. In 2005, the P-MRNRD built a Service Center to house the NRCS and FSA in Dakota County. We hope to be able to build such a facility in Washington County to replace the facility they occupy now.

Our proposal will emphasize the need to use sound environmental practices and will incorporate numerous LEED factors. The facility we propose will also provide the convenience, efficiency and effectiveness that a Service Center should provide to the public and to the USDA offices housed there.

The P-MRNRD appreciates the opportunity to provide the requested facility.

Sincerely,

John Winkler
General Manager



February 26, 2010

NARRATIVE8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6222
FAX (402) 895-6543
www.papionrd.org

The Papio-Missouri River Natural Resources District (P-MRNRD) wishes to provide office space in Blair for the FSA, NRCS and the NRCS Wetland Team. At present the P-MRNRD houses the NRCS and FSA in office space near the location we propose for a new facility. Much of this narrative and accompanying attachments will focus on the AWARD FACTORS AND PRICE EVALUATION FACTORS that are listed in the SFO.

The P-MRNRD has hired the architectural firm, Alley Poyner Macchieto, and they have designed a facility for the purpose of housing the USDA agencies as well as the District's Rural Water staff. Attached for review are drawings of the proposed facility that were prepared in June 2009. Current plans are quite similar except that the size of the facility has been increased and the floor plan has been revised to better provide for the needs and requirements of the NRCS/FSA. The 1.8 acre building site has ample room for off street parking and includes an environmentally sound landscape plan that will enhance the overall quality of the facility. The facility would be constructed on a 1.8 acre lot that the District purchased specifically for the purpose of building a Natural Resources Service Center. The cost estimate for this facility is \$2.1 million which includes the building site and architectural fees. The cost per square foot of the building is estimated to be \$185.38, and the P-MRNRD is proposing a rental rate of \$17 per square foot with utilities and all other amenities included.

The property is located near major highways and at a location that will be convenient for the employees housed there, and also for the public. The drawings that accompany this proposal show that more than the specified parking space will be provided for both public parking and government vehicle parking. The office layout for the NRCS and the FSA was determined by incorporating the requirements provided by the USDA employees in the Blair office and the SFO. The facility will include the use of a large conference/meeting room that can accommodate fifty people or more; also included are both indoor and outdoor break rooms. The large meeting room will be available to all the agencies in the building and will be used on a regular basis; our office in Dakota City attests to that.

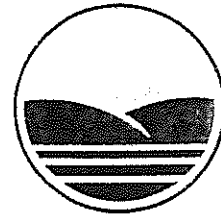
The building design focuses on being as "Green" as possible, and the facility would earn enough LEED points (50 or more) to receive a Silver or Gold Rating. The Board of Directors of the P-MRNRD want to demonstrate sustainable, environmentally sound principles; they feel that a Natural Resources District should set an example for others to follow. A checklist of the LEED Scorecard for this facility is attached with the District's proposal; it shows the points scored in each LEED category. It is important to the District that an emphasis be placed on containing storm runoff water on site as much as possible. Rain gardens will be part of the plan to contain runoff and to improve water quality by capturing pollutants. Landscaping will feature the use of native plants that will reduce the amount of care required. The area landscaped will also help limit the amount of storm water that runs off site. A large portion of the roof will be living plants. A geothermal system will be used for heating and cooling. Natural light will be emphasized and all offices will have windows.

The entire layout of the facility will be efficient and effective for all occupants because it is designed specifically for that reason. It incorporates the One Stop Service Center Concept that is convenient for both the public, the NRCS, FSA and the P-MRNRD employees housed there. The District has experience in providing facilities that are designed as One Stop Service Centers. The District's headquarters office at Chalco Hills Recreation Area was enlarged to accommodate the Douglas/Sarpy FSA and NRCS offices, as well as the US Army Corps of Engineers Regulatory office, and a field office for the Nebraska Department of Environmental Quality. The facility has been especially successful in providing quality services to the public and a good working relationship with all the agencies housed there.

In response to the need for better facilities in Dakota County the District built an office to house the NRCS, FSA and the Rural Water office. That facility was designed and built specifically to the requirements of the USDA offices and incorporates many of the features that will be included in the Blair Service Center. The Dakota County Service Center rents for \$15 per square foot with all services and amenities included. Photos of the facility are attached.

This narrative and the attachments help demonstrate the P-MRNRD's commitment and ability to provide a quality building, quality location, efficiency of layout and past performance, that the SFO lists as important factors.

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



February 26, 2010

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Offerer, the Papio-Missouri River NRD, has read the Solicitation For Offers (NRCS-NE-10-0022 Blair, Nebraska) General Clauses and all its attachments in their entirety, and no deviations are being requested.

A handwritten signature in cursive script, appearing to read "John Winkler". The signature is written in dark ink and is positioned above a horizontal line.

John Winkler, General Manager
Papio-Missouri River NRD



LEED 2009 for New Construction and Major Renovation Project Scorecard

Project Name: Papio NRD

Project Address:

Yes	No
7	3
16	

SUSTAINABLE SITES25 Points

<input checked="" type="checkbox"/>	Prereq 1	Construction Activity Pollution Prevention	Required	
<input checked="" type="checkbox"/>	Credit 1	Site Selection	1	RP
<input checked="" type="checkbox"/>	Credit 2	Development Density and Community Connectivity	5	
<input checked="" type="checkbox"/>	Credit 3	Brownfield Redevelopment	1	
<input checked="" type="checkbox"/>	Credit 4.1	Alternative Transportation - Public Transportation Access	6	
<input checked="" type="checkbox"/>	Credit 4.2	Alternative Transportation - Bicycle Storage and Changing Rooms	1	
<input checked="" type="checkbox"/>	Credit 4.3	Alternative Transportation - Low-Emitting and Fuel-Efficient Vehicles	3	
<input checked="" type="checkbox"/>	Credit 4.4	Alternative Transportation - Parking Capacity	2	
<input checked="" type="checkbox"/>	Credit 5.1	Site Development - Protect or Restore Habitat	1	RP
<input checked="" type="checkbox"/>	Credit 5.2	Site Development - Maximize Open Space	1	
<input checked="" type="checkbox"/>	Credit 6.1	Stormwater Design - Quantity Control	1	
<input checked="" type="checkbox"/>	Credit 6.2	Stormwater Design - Quality Control	1	RP
<input checked="" type="checkbox"/>	Credit 7.1	Heat Island Effect - Nonroof	1	
<input checked="" type="checkbox"/>	Credit 7.2	Heat Island Effect - Roof	1	
<input checked="" type="checkbox"/>	Credit 8	Light Pollution Reduction	1	

Yes	No
0	2

WATER EFFICIENCY10 Points

<input checked="" type="checkbox"/>	Prereq 1	Water Use Reduction	Required	
<input checked="" type="checkbox"/>	Credit 1	Water Efficient Landscaping	2 to 4	
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Reduce by 50%	2	
<input checked="" type="checkbox"/>		<input type="checkbox"/> No Potable Water Use or Irrigation	4	RP
<input checked="" type="checkbox"/>	Credit 2	Innovative Wastewater Technologies	2	
<input checked="" type="checkbox"/>	Credit 3	Water Use Reduction	2 to 4	
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Reduce by 30%	2	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Reduce by 35%	3	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Reduce by 40%	4	

10	12	13

ENERGY & ATMOSPHERE35 Points

<input checked="" type="checkbox"/>	Prereq 1	Fundamental Commissioning of Building Energy Systems	Required	
<input checked="" type="checkbox"/>	Prereq 2	Minimum Energy Performance	Required	
<input checked="" type="checkbox"/>	Prereq 3	Fundamental Refrigerant Management	Required	
<input checked="" type="checkbox"/>	Credit 1	Optimize Energy Performance	1 to 19	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 12% for New Buildings or 8% for Existing Building Renovations	1	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 14% for New Buildings or 10% for Existing Building Renovations	2	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 16% for New Buildings or 12% for Existing Building Renovations	3	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 18% for New Buildings or 14% for Existing Building Renovations	4	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 20% for New Buildings or 16% for Existing Building Renovations	5	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 22% for New Buildings or 18% for Existing Building Renovations	6	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 24% for New Buildings or 20% for Existing Building Renovations	7	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 26% for New Buildings or 22% for Existing Building Renovations	8	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 28% for New Buildings or 24% for Existing Building Renovations	9	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 30% for New Buildings or 26% for Existing Building Renovations	10	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 32% for New Buildings or 28% for Existing Building Renovations	11	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 34% for New Buildings or 30% for Existing Building Renovations	12	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 36% for New Buildings or 32% for Existing Building Renovations	13	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 38% for New Buildings or 34% for Existing Building Renovations	14	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 40% for New Buildings or 36% for Existing Building Renovations	15	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 42% for New Buildings or 38% for Existing Building Renovations	16	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 44% for New Buildings or 40% for Existing Building Renovations	17	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 46% for New Buildings or 42% for Existing Building Renovations	18	
<input checked="" type="checkbox"/>		<input type="checkbox"/> Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations	19	
<input checked="" type="checkbox"/>	Credit 2	On-Site Renewable Energy	1 to 7	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 1% Renewable Energy	1	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 3% Renewable Energy	2	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 5% Renewable Energy	3	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 7% Renewable Energy	4	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 9% Renewable Energy	5	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 11% Renewable Energy	6	
<input checked="" type="checkbox"/>		<input type="checkbox"/> 13% Renewable Energy	7	RP
<input checked="" type="checkbox"/>	Credit 3	Enhanced Commissioning	2	
<input checked="" type="checkbox"/>	Credit 4	Enhanced Refrigerant Management	2	
<input checked="" type="checkbox"/>	Credit 5	Measurement and Verification	3	
<input checked="" type="checkbox"/>	Credit 6	Green Power	2	

Yes	No
5	2
7	

MAATERIALS & RESOURCES7 Points

<input checked="" type="checkbox"/>	Prereq 1	Storage and Collection of Recyclables	Required	
<input checked="" type="checkbox"/>	Credit 1.1	Building Reuse - Maintain Existing Walls, Floors and Roof	1 to 3	



LEED 2009 for New Construction and Major Renovation Project Scorecard

Project Name: Papio NRD

Project Address:

Yes No

				Reuse 55%	1	
				Reuse 75%	2	
				Reuse 95%	3	
					1	
				Building Reuse - Maintain Interior Nonstructural Elements	1 to 2	
				Credit 2 Construction Waste Management	1	
				50% Recycled or Salvaged	2	
				75% Recycled or Salvaged	1 to 2	
				Materials Reuse	1	
				Reuse 5%	2	
				Reuse 10%	1 to 2	
				Recycled Content	1	
				10% of Content	2	
				20% of Content	1 to 2	
				Regional Materials	1	
				10% of Materials	2	
				20% of Materials	1	
				Rapidly Renewable Materials	1	
				Credit 7 Certified Wood	1	

RP

Yes No

10 3 2

INDOOR ENVIRONMENTAL QUALITY

5 Points

				Prereq 1 Minimum Indoor Air Quality Performance	Required	
				Prereq 2 Environmental Tobacco Smoke (ETS) Control	Required	
				Credit 1 Outdoor Air Delivery Monitoring	1	
				Credit 2 Increased Ventilation	1	
				Credit 3.1 Construction Indoor Air Quality Management Plan - During Construction	1	
				Credit 3.2 Construction Indoor Air Quality Management Plan - Before Occupancy	1	
				Credit 4.1 Low-Emitting Materials - Adhesives and Sealants	1	
				Credit 4.2 Low-Emitting Materials - Paints and Coatings	1	
				Credit 4.3 Low-Emitting Materials - Flooring Systems	1	
				Credit 4.4 Low-Emitting Materials - Composite Wood and Agrifiber Products	1	
				Credit 5 Indoor Chemical and Pollutant Source Control	1	
				Credit 6.1 Controllability of Systems - Lighting	1	
				Credit 6.2 Controllability of Systems - Thermal Comfort	1	
				Credit 7.1 Thermal Comfort - Design	1	
				Credit 7.2 Thermal Comfort - Verification	1	
				Credit 8.1 Daylight and Views - Daylight	1	
				Credit 8.2 Daylight and Views - Views	1	

Yes No

6

INNOVATION IN DESIGN

4 Points

				Credit 1 Innovation in Design	1 to 5	
				Additional Toxic Material Reduction: Reduced Mercury in Lamps (LEED-EB MRc4)	1	
				UV Lighting Fixtures at Heat Pump Coils & Additional IAQ Testing	1	
				Green Cleaning - Low Environmental Impact Cleaning Policy	1	
				Infrared Thermal Scanning Program (every 2 years)	1	
				Building Educational Program	1	
				Credit 2 LEED Accredited Professional	1	

Yes No

4

REGIONAL PRIORITY

4 Points

				Credit 1 Regional Priority	1 to 4	
				SSc5.1 - Site Development - Protect or Restore Habitat	1	
				SSc6.2 - Stormwater Design - Quality Control	1	
				WCC1 - Water-Efficient Landscaping (No Potable Water Use or Irrigation)	1	
				MRC2 - Construction Waste Management (75% Recycled or Salvaged)	1	

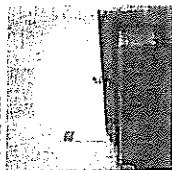
Yes No

50 20 40

PROJECT TOTALS (Certification Estimates)

110 Points

Certified: 40-49 points Silver: 50-59 points Gold: 60-79 points Platinum: 80+ points



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www.alenpomermacchetto.com

CONSULTANT
CONTRACTOR

PROFESSIONAL ENGINEER

MECHANICAL ENGINEER

ELECTRICAL ENGINEER



DATE

PROJECT

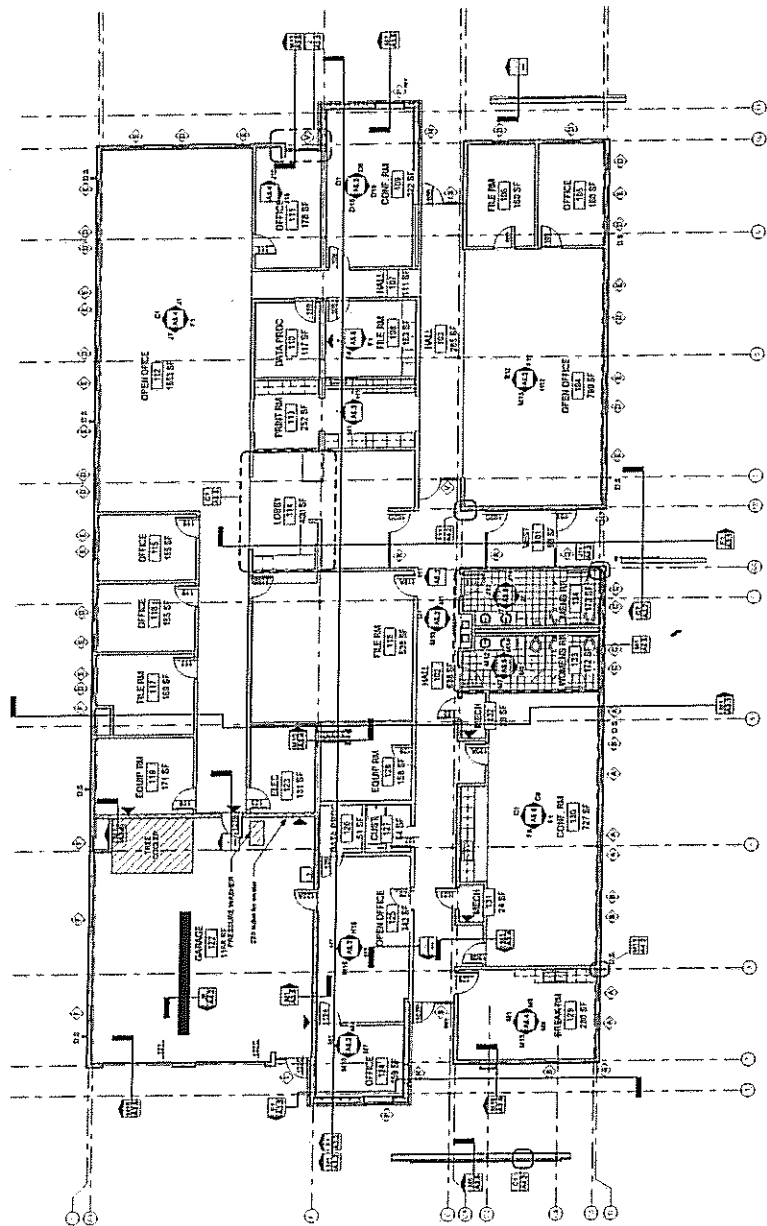
NO. OF SHEETS

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FIRST FLOOR PLAN

A1.1



Blair Office
FIRST FLOOR PLAN
A1.1 1/8" = 1'-0"

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS, Pages 10-11-12 Item-by-Item Checklist:

3.1 OFFER PROCEDURES

B1 - Attached to this proposal is a copy of the deed to the property showing the P-MRNRD as owner. The signature of John Winkler, P-MRNRD General Manager, appears on several of the forms that are attached. He is authorized by the Board of Directors to sign contracts on behalf of the Board.

B2 - This item is not applicable to the P-MRNRD.

B3 - The GSA Form was not included with the Attachments; however, the intent of the P-MRNRD is to meet all the SFO requirements.

B4 - The P-MRNRD does not wish to maximize the protection of information it provides in this offer.

3.2 FORMS AND PRICING INFORMATION

A1 - The requested statement is attached.

A2 - All items requested have been included in this proposal.

A3 - GSA Form 1364: It is important to note the attachment that has been submitted with this form states the offer proposed by the P-MRNRD meets the overall intent of this form. In the preparation of this offer, the preparer was unclear in regard to what exact information was requested. In other words, didn't understand how to fill out the form in the format requested. However the P-MRNRD wants to make it clear what their lease offer is, thus the explanatory statement. If clarification is needed, the P-MRNRD would appreciate the opportunity to do so.

A3a - Not Applicable to this offer.

A3b - Not applicable to this offer.

A3c - The building rental rate contained in this proposal considers all of the items listed here and presented to the very best of our ability. This has been stated frequently in our proposal; however, if there are items that need clarification, we would appreciate the opportunity to explain them to your satisfaction.

A3d - The annual cost for services and utilities is shown on Form 1217 on line 27 which shows a cost of \$23,034.73 for the 4,275 square feet of space requested in this SFO. The cost per square foot is \$5.15 as shown on Form 1364.

A3e - A lease rate of \$17 per square foot that includes all the items requested in this SFO has been noted in this offer. Our offer provides additional space at no cost. We think it is prudent to allow a little space for unanticipated needs.

A3f - Offerer was unable to find any reference to a lease term extending beyond the initial term. This proposal covers the 10 years stated in the SFO. As noted previously, the P-MRNRD will gladly respond to clarify any errors or omissions we have committed.

A3 - GSA Form 1217 Line 31 (a) not applicable . There is no such agreement between the Offerer and others noted here.

A4 - GSA 3518A is attached and signed by General Manager John Winkler—To dispel any confusion here, the Papio-Missouri River Natural District is an entity of government and the General Manager can be described as "Owner" in relation to signing contracts or proposals such as the SRO . If further clarification is desired, the P-MRNRD will be glad to oblige.

3.3 EVIDENCE OF CAPABILITY TO PERFORM

A1 - Evidence of a commitment of funds: Attached is a copy of the P-MRNRD Budget for the period July 1, 2009 to June 30, 2010 that shows funds were budgeted for the portion of construction costs of the facility that were expected to be expended in that timeframe.

A2 - The project will be in compliance with local zoning laws. The project has been discussed with the zoning authorities in Blair and approval has been given.

A3 - A copy of the deed to the property is attached.

3.4 BUILDING AND SITE INFORMATION SUBMITTAL

A1 - GSA Form 12000 is submitted with this proposal. All of the requirements will be met when the facility is constructed.

A2 - Tax information: The P-MRNRD is not required to pay taxes; the legal description will be provided.

A3 - Pre-lease Building Security Plan: This offer is for a building to be constructed. Does the request for this information apply? If so, we will fill it out to the best of our ability. As noted previously, the P-MRNRD will comply with specifications and requirements.

A4 - Parking Requirements: The building site consists of 1.8 acres, and a design is in place that will more than meet the requirements shown in this SFO. All parking will be off street, on the Offeror's property. All parking will be paved, with security lighting, parking for the public, parking for handicapped, parking for trucks and trailers, and parking for government vehicles.

A5 - This will be a new building, not an existing building.

A6 - Not applicable.

A7a - Plans for office space will accompany this proposal.

A7b – Photostatic copies: All documents containing a signature will be originals per your instructions.

A7c - Plans will show corridors and other information requested.

A7d - The plans will be revised to meet safety standards if need be.

A8 - A map of the area in Blair is attached.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICE LESSOR'S ANNUAL COST STATEMENT IMPORTANT - Read attached "Instructions"		1. SOLICITATION FOR OFFERS NRCS - NE - 10 - 0022		2. STATEMENT DATE 2-26-2010	
		3. RENTAL AREA 4275 (SQ. FT.)	3A. ENTIRE BUILDING 10,125	3B. LEASED BY GOV'T 4,275	
4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code) 10th & Wilbur St. Blair, NE 68008-2164					
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION					
SERVICES AND UTILITIES		LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY	
		(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA		
A. CLEANING, JANITOR AND/OR CHAR SERVICE					
5. SALARIES					
6. SUPPLIES (Wax, cleaners, cloths, etc.)		3,000.00	1,266.00		
7. CONTRACT SERVICES (Window washing, waste and snow removal)		22,500.00	9,495.00		
B. HEATING					
8. SALARIES		840.00	354.48		
9. FUEL ("X" one) <input type="checkbox"/> OIL <input type="checkbox"/> GAS <input type="checkbox"/> COAL <input checked="" type="checkbox"/> ELEC. TRIC		2,125.00	896.75		
10. SYSTEM MAINTENANCE AND REPAIR		950.00	400.90		
C. ELECTRICAL					
11. CURRENT FOR LIGHT AND POWER (including elevators)		10,000.00	4,220.00		
12. REPLACEMENT OF BULBS, TUBES, STARTERS		1,000.00	422.00		
13. POWER FOR SPECIAL EQUIPMENT					
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)		1,600.00	675.20		
D. PLUMBING					
15. WATER (For all purposes) (Include sewage charges)		900.00	379.80		
16. SUPPLIES (Soap, towels, tissues not in 6 above)					
17. SYSTEM MAINTENANCE AND REPAIR		800.00	337.60		
E. AIR CONDITIONING					
18. UTILITIES (Include electricity, if not in C11)					
19. SYSTEM MAINTENANCE AND REPAIR					
F. ELEVATORS					
20. SALARIES (Operators, starters, etc.)					
21. SYSTEM MAINTENANCE AND REPAIR					
G. MISCELLANEOUS (To the extent not included above)					
22. BUILDING ENGINEER AND/OR MANAGER					
23. SECURITY (Watchmen, guards, not janitors)					
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INS.					
25. LAWN AND LANDSCAPING MAINTENANCE		8,500.00	3,587.00		
26. OTHER (Explain on separate sheet)					
27. TOTAL		52,215.00	22,034.73		
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES					
28. REAL ESTATE TAXES					
29. INSURANCE (Hazard, liability, etc.)		2,500.00	1,055.00		
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT					
31. LEASE COMMISSION					
32. MANAGEMENT					
33. TOTAL		2,500.00	1,055.00		
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.		34. SIGNATURE OF <input type="checkbox"/> OWNER <input type="checkbox"/> LEGAL AGENT			
TYPED NAME AND TITLE		SIGNATURE		DATE	
34A. John Winkler General Manager		34B. <i>John Winkler</i>		34C. 2-26-2010	
35A.		35B.		35C.	

PROPOSAL TO LEASE SPACE (For use with TI SFO and/or National Broker Contract)		IN RESPONSE TO SOLICITATION NUMBER →		NRCS - NE - 10 - 0022		DATED 2/26/2010	
SECTION I - DESCRIPTION OF PREMISES							
1a. BUILDING NAME USDA Service Center				1b. BUILDING ADDRESS 10th & Wilbur St.			
1c. CITY Blair		1d. STATE NE	1e. 9-DIGIT ZIP CODE 68008-2164		1f. CONGRESSIONAL DISTRICT 1		
2a. FLOORS OFFERED 1		2b. TOTAL NUMBER OF FLOORS IN BUILDING 1		3. TOTAL RENTABLE SPACE IN OFFERED BUILDING			
		a. GENERAL PURPOSE (Office) 4,275 sq. ft.		b. WAREHOUSE — sq. ft.		c. OTHER — sq. ft.	
4. LIVE FLOOR LOAD 250 lbs. / sq. ft.		5. MEASUREMENT METHOD ANSI/BOMA <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>		6. YEAR OF LAST MAJOR RENOVATION (if applicable) —		7. BUILDING AGE —	
						8. SITE SIZE Building Size 1.8 sq. ft. acres	
SECTION II - SPACE OFFERED AND RATES							
9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA) 4,275		10. RENTABLE SQUARE FEET (RSF) 4,275			11. COMMON AREA FACTOR (CAF) 1		
<p>"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building-Specific Security is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the Building-Specific Security as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or Building-Specific Security improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.</p>							
<p>Offerors may copy this section through lines 18 as needed. Insert them above Box 20 or in Box 29.</p>							
	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION (%)	d. AMORTIZED COST PER RSF	e. AMORTIZED COST PER ABOA SF	f. NO. YEARS RATE IS EFFECTIVE	
12. TENANT IMPROVEMENTS (per SFO requirements)	None	120	0	0	0	10	
13. BUILDING-SPECIFIC SECURITY (per SFO requirements detailed on Security Unit Price List)	None	120	0	0	0	10	
14. SHELL BUILD-OUT (per SFO requirements)	\$ 792,500						
15. TOTAL BUILD-OUT COSTS	\$ 792,500						
16. SHELL RENT (Including current real estate taxes. Refer to Line 28 on GSA Form 1217)				\$ 18.53	\$ 18.53	10	
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)				\$ 5.15	\$ 5.15	10	
18. TOTAL ANNUAL RATE				\$ 17.00*	\$ 17.00*	10	
19. TOTAL ANNUAL RENT				\$ 72,675	\$ 72,675	10	
TOTAL ANNUAL STEP RENTS	PER ANNUM RENT \$ 72,675 RSF \$ 72,675 ABOA	FOR YEARS 1 Thru 10	PER ANNUM RENT \$ 72,675 RSF \$ 72,675 ABOA	FOR YEARS 1 Thru 10	PER ANNUM RENT \$ 72,675 RSF \$ 72,675 ABOA	FOR YEARS 1 Thru 10	
20.	<p>a. Number of parking spaces for the entire building/ facility, which are under the control of the Offeror: 51 surface structured</p> <p>b. Number of parking spaces required by local code: 34 surface structured</p> <p>c. Number of parking spaces for Employee/Visitor Use (per SFO): 40 surface structured</p> <p>d. Number of parking spaces for Official Government Vehicles (per SFO): 11 surface structured</p> <p>e. Does the rental rate offered above include SFO-required parking costs? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If NO, complete the following: Annual cost per space: \$ — surface structured</p>						

* The Offer, the P-MRNRD proposes that the Rental Rate per square ft. be only \$ 17.00 square foot net \$ 23.68

SECTION III - LEASE TERMS AND CONDITIONS

21. INITIAL LEASE TERM (Full Term)			22. RENEWAL OPTIONS			
a. Number of years <div style="text-align: center;">10</div>	b. Years firm <div style="text-align: center;">10</div>	c. Number of days notice for Government to terminate lease: <div style="text-align: center;">120</div>	a. Shell rate / RSF / Yr <div style="text-align: center;">N/A</div>	b. Years each <div style="text-align: center;">N/A</div>	c. Number of options <div style="text-align: center;">N/A</div>	d. Number of days NOTICE to exercise renewal option: <div style="text-align: center;">N/A</div>
23. OFFER GOOD UNTIL AWARD (In accordance with Federal Acquisition Regulations 15.208) <div style="float: right;">Yes</div>			24. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Solicitation for Offers and any additional attachments.			
25. COMMISSIONS-IF APPLICABLE, ATTACH COMMISSION AGREEMENT						
a. Tenant Representative Commission: <div style="text-align: center;">% N/A</div>		b. Owner's Representative Commission: <div style="text-align: center;">% N/A</div>		c. Schedule of Commission payments: <div style="text-align: center;">N/A % at lease award and N/A % at lease occupancy</div>		
26. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE a. General Conditions will be percent of (choose one): <input type="checkbox"/> 1. Total Subcontractors Costs estimated to be \$ <input type="checkbox"/> 2. Other (state basis) \$ <div style="margin-top: 10px;">N/A</div> b. General Contractor's fee will be percent of (choose one): <input type="checkbox"/> 1. Total Subcontractors Costs estimated to be \$ <input type="checkbox"/> 2. Other (state basis) \$ <div style="margin-top: 10px;">N/A</div> c. Architectural/Engineering fees will be (choose one): <input type="checkbox"/> 1. \$ per usable square foot <input type="checkbox"/> 2. % of (state basis) \$ <input type="checkbox"/> 3. \$ flat fee <div style="margin-top: 10px;">N/A</div> d. Lessor's Project Management fees will be percent of (choose one): <input type="checkbox"/> 1. Total Subcontractors Costs estimated to be \$ <input type="checkbox"/> 2. Total Subcontractors Costs plus (add basis): \$ <div style="margin-top: 10px;">N/A</div> e. If other fees are applicable, state what they are in terms of a per usable square foot amount, or if using a percentage, what is the basis for determining the fee. The Government will add the cost of the proposed fees to the net present value of the offered rental rate as described in the SFO's Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements, Building-Specific Security, and change orders during initial construction arising under any resulting lease contract. Items 26 a, b, c, d and e are non-applicable.			27. ADDITIONAL FINANCIAL ASPECTS OF THE OFFER Adjustment for Vacant Premises: N/A \$ per ABOA sf HVAC Overtime Rate: N/A \$ per Areas requiring 24 hour HVAC (LAN, etc.) \$ per sf NOTE: THE COST TO PROVIDE 24 HOUR HVAC SERVICE IS REIMBURSED SEPARATELY FROM RENT. THE COST FOR THESE OVERTIME UTILITIES MUST NOT BE INCLUDED IN THE OFFERED RENTAL RATE OR BASE OPERATING COSTS. Building's Normal Hours of HVAC Operation: Mon-Fri 12 AM to 12 PM; Saturday 12 AM to 12 PM; Sunday 12 AM to 12 PM Percent of Government Occupancy: 42.7 % Current Year Taxes: N/A \$ Based on fully assessed value? YES NO Is the offered space part of multiple tax bills? YES NO If so, provide tax ID numbers and square footage for each. Attach the legal description of the offered property. If a site is offered, state the total land costs: \$ (See 29)			
28. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER (See Solicitation requirements) <div style="text-align: center; margin-top: 20px;">None</div>						

29. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

Legal Description - Lot 4, YMEA Wilson's Addition in Washington County Nebraska - As shown on Title.

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

30. RECORDED OWNER (Name and address including ZIP code) Papio - Missouri River Natural Resources District 8901 S. 154th Street, Omaha, NE 68138-3621			
31. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY THE HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED SOLICITATION FOR OFFERS, WITH ATTACHMENTS.			
32. OFFEROR'S INTEREST IN PROPERTY <div style="text-align: center;">Owner</div>	OWNER <div style="text-align: center;">[X]</div>	AGENT <div style="text-align: center;">[]</div>	OTHER (Specify): <div style="text-align: center;">_____</div>
33. OFFEROR			
a. Papio - Missouri River Natural Resources District 8901 S. 154th Street Omaha NE 68138-3621		b. E-MAIL ADDRESS: c. TELEPHONE NUMBER (including area code) 402-444-6222 extension	
d. SIGNATURE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">John Winkler</div>		e. DATE SIGNED <div style="text-align: center;">February 26, 2010</div>	

Attachment to GSA form 1364, Section II Space Offered And Rates:

Line 15, Total Build-Out Costs: The cost entered on line 15 is the total of Tenant Improvements

Building-Specific Security and Shell Build-Out: This has been done because the Offerer could not determine how to calculate each of these items separately, or determine exactly what is meant by each of the separate categories. The total estimated cost of the entire facility is estimated to be \$1,877,000. The entire facility will be 10,125 square feet, and the SFO requests 4,275 square feet of space. The cost per square foot of the facility will be \$185.38. The price for the space requested in the SFO will be \$185.38 multiplied by 4,275 which equals \$792,500. You will note that the rental rate requested (\$17 per square foot) is considerably less than the rate that would apply if all costs including operating costs and building costs were considered.

The Offerer proposes this reduced rate because it wishes to continue the co-location with NRCS and FSA that it currently has. This is in keeping with the One Stop Service Center concept that this SFO requests.

F Y 2 0 1 0 B U D G E T - A D O P T E D

Revenue and Expense Figures

As of 6/30/09

Tax Levy =	0.032756
Property Tax Requirement =	\$16,667,693.63
Total General Requirements =	\$66,882,914.80

Papio-Missouri River NRD

Budget Summary for FY 2009 (July 1, 2008 - June 30, 2009)

and FY 2010 (July 1, 2009 - June 30, 2010)

REVENUES - GENERAL FUND

Acct. No.	Account Description	FY 2009 Budget	FY 2009 Revenues (thru 6/30/09)	% Used	Proposed FY 2010 Budget
Beginning Balance:					
	County Treasurer's Balance	\$479,984.20	\$479,984.20		\$322,407.24
	Cash on Hand as of 6/30/09 & 6/30/10				
	General (Page 3)	\$9,357,584.28	\$9,357,584.28		\$11,196,357.00
	Ice Jam (Page 8)	\$115,000.00	\$115,000.00		\$109,000.00
	Wetland Mitigation Banking (Page 19)	\$0.00	\$0.00		\$244,500.00
	Papio Creek Watershed Partnership (Page 15)	\$155,000.00	\$155,000.00		\$317,652.00
	TOTALS	\$10,107,568.48	\$10,107,568.48		\$12,189,916.24
01 01-00	General Administration	\$1,294,808.52	\$1,042,499.83	80.5%	\$1,162,371.93
	Property Tax - General	\$16,111,239.00	\$16,687,777.80		\$16,182,226.83
	County Treasurer's Commission (1%)	\$161,112.39			\$161,822.27
	Delinquent Tax Allowance (2%)	\$322,224.78			\$323,644.54
	TOTAL PROPERTY TAX REQUIREMENT	\$16,594,576.17	\$16,687,777.80	100.56%	\$16,667,693.63
	TOTAL General Administration	\$17,406,047.52	\$17,730,277.63	101.9%	\$17,344,598.76
01 02-00	Information/Education	\$6,000.00	\$4,059.50	67.7%	\$12,400.00
01 03-00	Flood Prevention	\$2,422,400.00	\$1,851,085.60	76.4%	\$27,498,000.00
01 04-00	Erosion Control	\$0.00	\$0.00	0.0%	\$3,517,000.00
01 05-00	Water Quality - Clean Lake Study	\$57,500.00	\$53,840.51	93.6%	\$125,000.00
01 06-00	Recreation - Rec Areas, Trails	\$3,979,750.00	\$30,445.20	0.8%	\$656,200.00
01 07-00	Forestry, Fish & Wildlife	\$1,056,000.00	\$1,407,938.34	133.3%	\$1,261,000.00
01 08-00	Improvement Project Area Assessments	\$4,444,089.01	\$4,392,644.65	98.8%	\$4,278,799.80
	TOTALS	\$39,479,355.01	\$35,577,859.91	90.1%	\$66,882,914.80

EXPENSES - GENERAL FUND

Acct. No.	Account Description	FY 2009 Expenses	FY 2009 Expenses (thru 6/15/09)	% Used	Proposed FY 2010 Budget
01 01-00	General Administration	\$6,037,845.00	\$4,875,648.51	80.8%	\$6,441,495.00
01 02 00	Information & Education	\$275,000.00	\$260,178.61	94.6%	\$288,000.00
01 03 00	Flood Prevention	\$11,471,000.00	\$8,412,025.83	73.3%	\$36,754,152.00
01 04-00	Erosion Control	\$2,741,863.00	\$1,302,563.00	47.5%	\$6,324,455.00
01 05-00	Water Quality	\$1,598,250.00	\$959,061.79	60.0%	\$1,153,825.00
01 06-00	Recreation - Rec Areas, Trails	\$8,847,308.00	\$1,222,258.24	13.8%	\$6,563,688.00
01 07-00	Forestry, Fish & Wildlife	\$4,064,000.00	\$1,963,563.04	48.3%	\$5,078,500.00
01 08-00	Improvement Project Area Assessments	\$4,444,089.01	\$4,392,644.65	98.8%	\$4,278,799.80
	TOTALS	\$39,479,355.01	\$23,387,943.67	60.0%	\$66,882,914.80

Division: 02 - PAPIO-MISSOURI RIVER NRD

Budget10 - Budget10

ID Type: A - (Financial Reporting System)

Budget Period: 7/1/2009 - 6/30/2010

Account Number and Description	FY 2009 BUDGET	FY 2009 - ACTUAL TO DATE	FY 2010 BUDGET
01 01 00 - GENERAL ADMINISTRATION			
Cash on hand - budgeting	\$9,357,584.28	\$0.00	\$11,196,357.00
Cash at county treasurer - budgeting	\$479,984.20	\$0.00	\$322,407.24
01 00 3010 - STATE AID	\$469,808.52	\$469,808.52	\$486,371.93
01 00 3050 - GENERAL PROPERTY TAX	\$16,111,239.00	\$16,687,777.80	
01 00 3070 - PROPERTY RENTAL INCOME	\$155,000.00	\$173,582.29	\$160,000.00
01 00 3091 - SALES	\$5,000.00	\$5,024.87	\$3,500.00
01 00 3092 - RENTAL	\$5,000.00	\$2,635.97	\$2,500.00
01 00 3110 - INCOME FROM INVESTMENTS	\$400,000.00	\$154,536.06	\$200,000.00
01 00 3130 - MISCELLANEOUS INCOME	\$50,000.00	\$18,150.95	\$95,000.00
01 00 3131 - REIMBURSEMENTS FROM IPAs	\$210,000.00	\$218,761.17	\$215,000.00
Total Income	\$27,243,616.00	\$17,730,277.63	\$12,681,136.17
01 00 4051 - VEHICLE/EQUIPT - GAS & OIL	\$170,000.00	\$120,371.02	\$170,000.00
01 00 4052 - VEHICLE/EQUIPT - REPAIR&PARTS	\$140,000.00	\$143,940.56	\$150,000.00
01 00 4053 - VEHICLE/EQUIPT - FEES & TAXES	\$6,500.00	\$5,343.50	\$6,500.00
01 00 4071 - DIRECTOR TRAVEL & EXPENSES	\$34,000.00	\$33,306.51	\$34,000.00
01 00 4090 - DIRECTORS PER DIEM	\$31,000.00	\$32,390.42	\$31,000.00
01 00 4138 - DUES & MEMBERSHIPS MISC-NRD	\$45,000.00	\$41,839.56	\$46,650.00
01 00 4151 - HEALTH,LIFE,DISABILITY,DENTAL	\$480,000.00	\$387,622.58	\$480,000.00
01 00 4152 - RETIREMENT	\$160,000.00	\$155,112.58	\$165,000.00
01 00 4153 - WORKERS' COMPENSATION	\$85,000.00	\$55,994.17	\$75,000.00
01 00 4154 - REIMBURSEMENT & SVC AWARDS	\$20,000.00	\$15,520.81	\$20,000.00
01 00 4155 - UNIFORMS/SAFETY EQUIPMENT	\$9,500.00	\$10,349.82	\$9,500.00
01 00 4171 - STAFF TRAVEL & EXPENSES	\$49,000.00	\$53,563.01	\$54,000.00
01 00 4191 - ELECTION FEES	\$17,000.00	\$16,098.87	\$17,000.00
01 00 4230 - BONDS	\$2,000.00	\$2,248.00	\$2,500.00
01 00 4250 - INSURANCE	\$148,000.00	\$146,386.77	\$152,000.00
01 00 4271 - WASH CTY SERV CTR	\$500,000.00	\$175,782.19	\$620,000.00
01 00 4311 - PUBLIC NOTICES - MEETINGS	\$20,000.00	\$31,273.57	\$34,000.00
01 00 4330 - MISCELLANEOUS EXPENSE	\$5,000.00	\$4,161.86	\$5,000.00

3130 - Miscellaneous - \$95,000 Includes \$45,000 reimbursement for DEQ tire collection, \$22,500 reimbursement for Dakota City service center, and \$27,500 other.

4138 - Dues and Memberships - \$46,650 Includes NARD dues - 36,650 (projected 6% increase for FY10) and miscellaneous District and individual dues and memberships - 10,000.

4151 - Health, Life, Disability, Dental - \$480,000 Employee insurance program is administered by the NARD. Premium for FY 2010 reflects a 1.5% increase. Premium increase for past years are as follows: FY98 - 0%; FY99 - 3%; FY00 - 5%; FY01 - 25%; FY02 - 8.25%; FY 03 - 3%; FY-04 - 7%; FY 05 - 17% - FY 06- 8% FY 07-28%; FY 08 - 12%; FY09 - 4.1%.

4271 - Washington Co. Service Center - \$620,000 - Professional services - 150,000; construction - 470,000 (remainder of construction cost will be budgeted for in FY 2011).

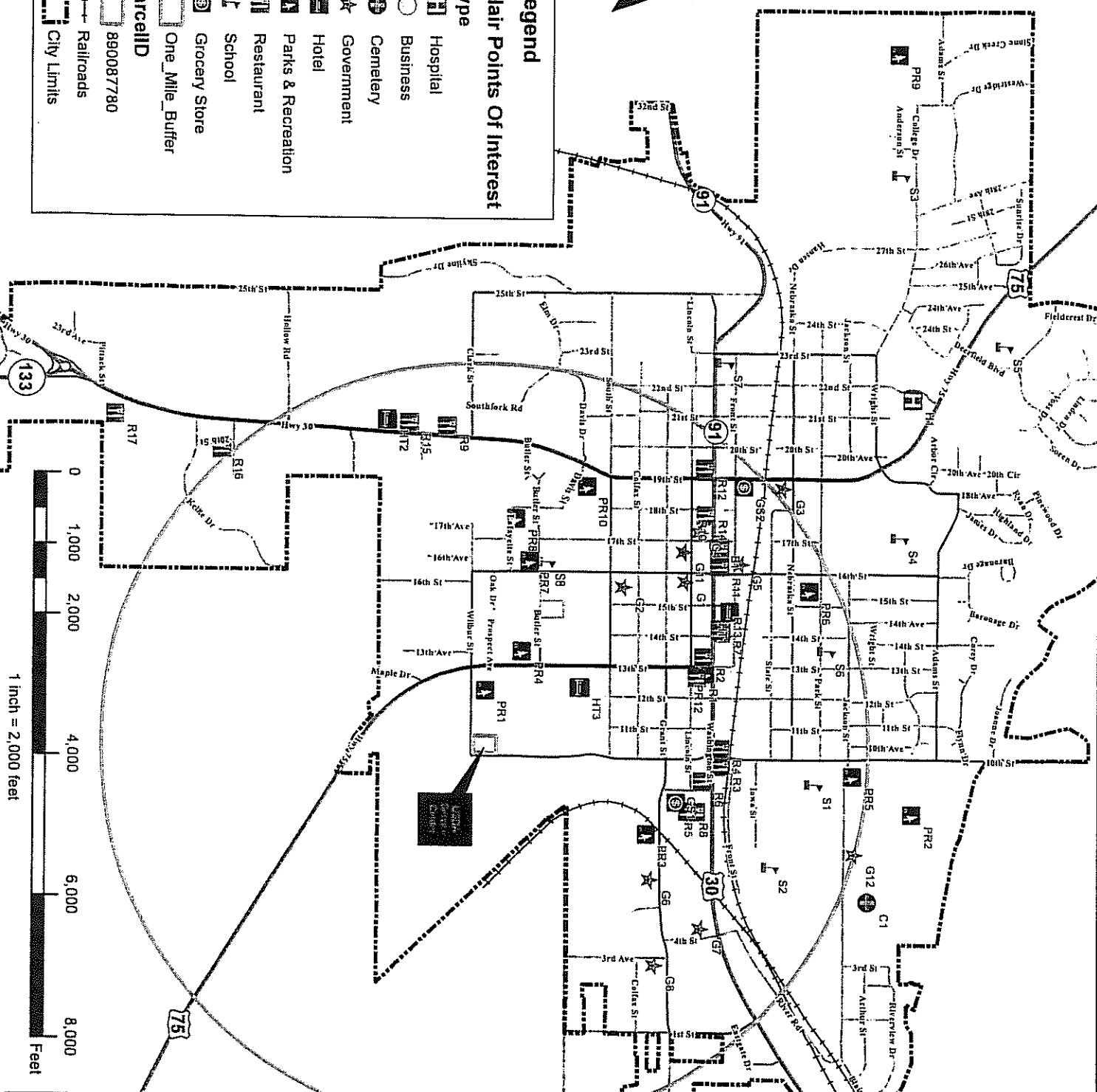


Legend

Blair Points Of Interest

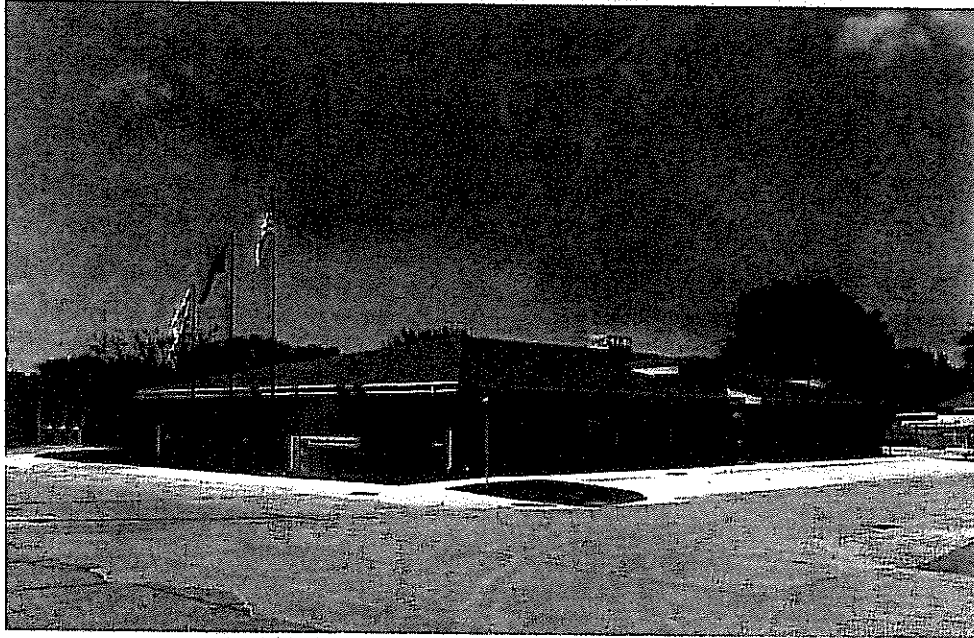
Type

- Hospital
- Business
- Cemetery
- Government
- Hotel
- Parks & Recreation
- Restaurant
- School
- Grocery Store
- One_Mile_Buffer
- ParcelID
- 8890087780
- Railroads
- City Limits



Name	ParcelID
Blair Chamber Of Commerce	PR1
Blair City Hall	PR2
Washington County Court House	PR3
Blair Fire Department Bldg #2	PR4
Blair Police Station	PR5
US Post Office	PR6
Washington Co Annex	PR7
Blair Animal Shelter	PR8
Blair Street And Utilities	PR9
Blair Water Treatment Plant	PR10
Blair Public Library	PR11
Cemetery & Parks Department	PR12
No Frills Grocery	PR13
Blair Super Foods	PR14
Memorial Community Hospital	PR15
Chilton Inn	PR16
Essex Lodge	PR17
Super 8	PR18
YMCA	PR19
Youth Sports Complex	PR20
Blair Bowling Alley	PR21
Veterans Memorial Ball Field	PR22
Statenman Park & Tennis Courts	PR23
Lions Club Park	PR24
Swimming Pool	PR25
Radon Street Park & Arboretum	PR26
Black Elk Memorial Park	PR27
Brookside Park & Rose Garden	PR28
Blair Ogdenale River Park & Public Boat Ramp	PR29
Veterans Memorial Plaza	PR30
Kelly's Fish & Sea Food	PR31
Ruess	PR32
Burger King	PR33
Dairy Queen	PR34
Goodfellow's Pizzeria	PR35
McDonald's	PR36
Subway	PR37
Jakes Sports Bar & Grill	PR38
Pizza Hut	PR39
Billy Blair Maids Cafe	PR40
Farmers' Cafe & Cantina	PR41
MCC & 1200 Ball	PR42
Adlers	PR43
Burche's Deli	PR44
Mandarin House	PR45
Maid-Rite	PR46
Yelling Street & Seafood	PR47
Blair Marina	PR48
Blair High School	PR49
Geardale Oaks Blair Middle School	PR50
Dana College	PR51
Adnor Park Middle School	PR52
Deerfield Elementary School	PR53
North Grade School	PR54
West Grade School	PR55
South Grade School	PR56

Dakota County USDA Service and Natural Resources Center



This new service center follows a national trend of combining agencies to provide a one-stop location for those with agricultural and environmental needs.

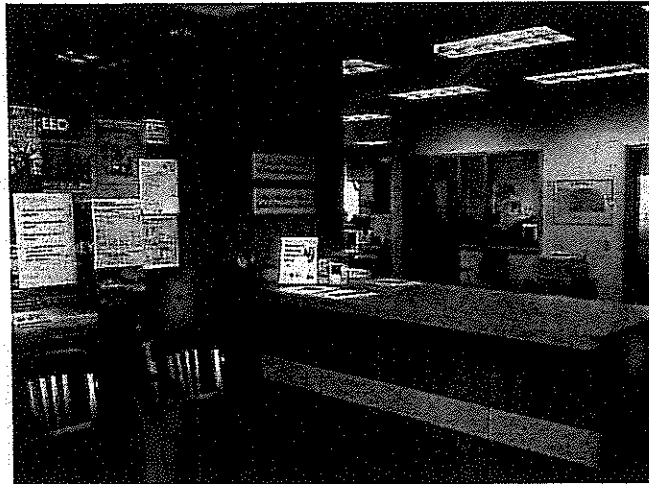
Dakota County One-Stop Service Center located at N. 15th and Broadway in Dakota City (next to City Hall) houses a field office for the Papio-Missouri River Natural Resources District (NRD), the Dakota County Rural Water System, USDA's Farm Service Agency (FSA) and Natural Resources Conservation Service (NRCS). The building features rooms for public meetings, as well as a drive-up window for customers paying their water bills.

The building was built with energy efficiency in mind and is completely in compliance with Americans with Disabilities Standards (ADS) guidelines. There is paved off-street parking for the employees and more than adequate off-street and curbside parking for the public and customers.

The NRCS and FSA office space could easily be converted to accommodate additional USDA staff with twice the needed computer networking capabilities built in.

Approximate square footage of the building is 9,100 square feet.

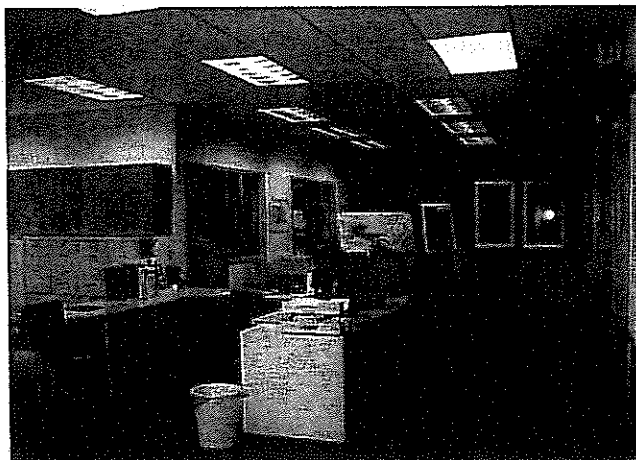
Dakota County Natural Resources Conservation Service Office Space



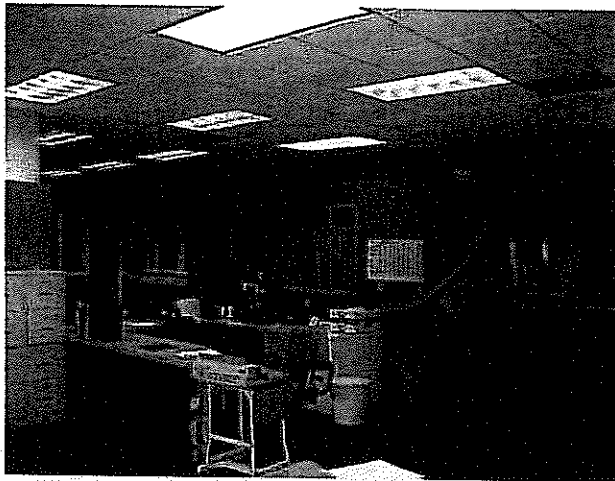
USDA Lobby Area (approx. 10' x 18')



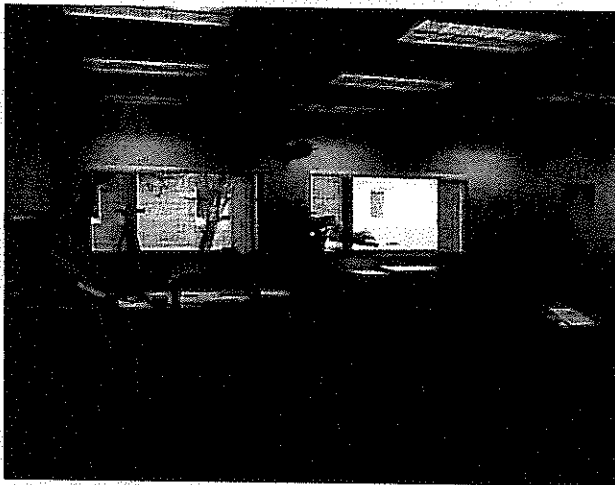
NRCS office work area (14' x 20')



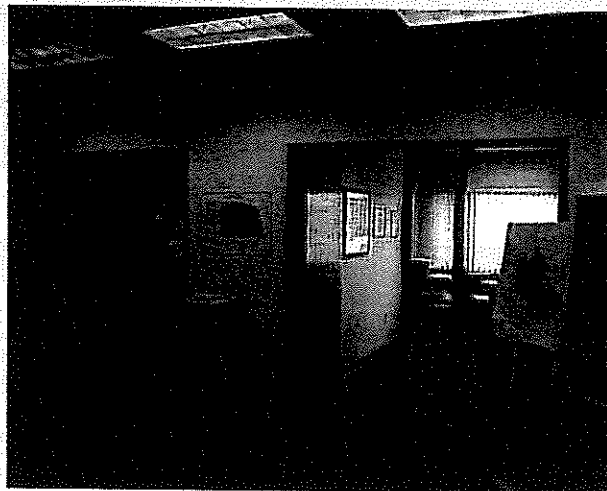
NRCS office work area (approx. 24' x 30')



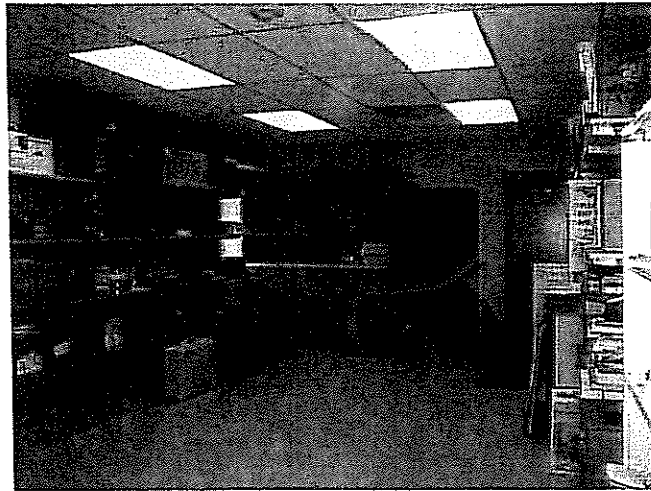
NRCS office work area (approx. 24' x 30')



NRCS office work area (approx. 24' x 30')

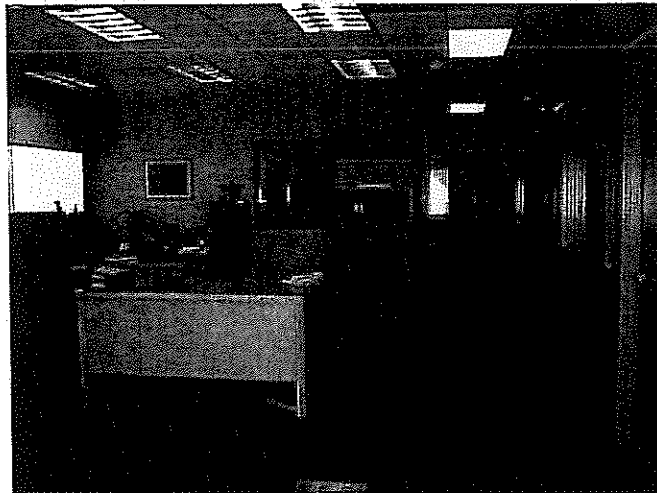


NRCS private offices 2 (approx. 10' x 15' each)

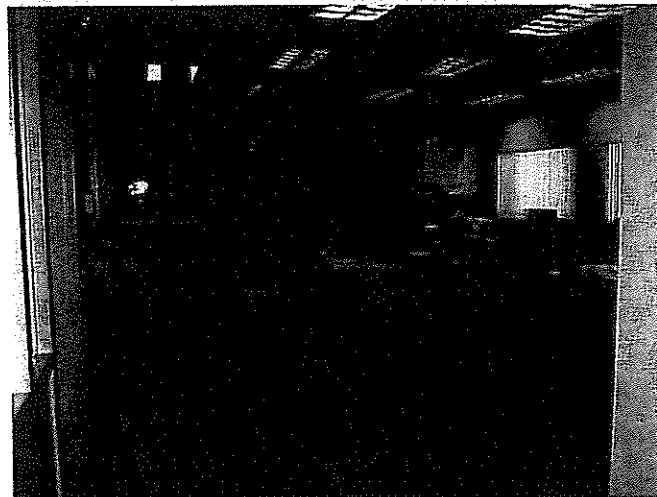


NRCS Storeroom (approx. 14' x 30')

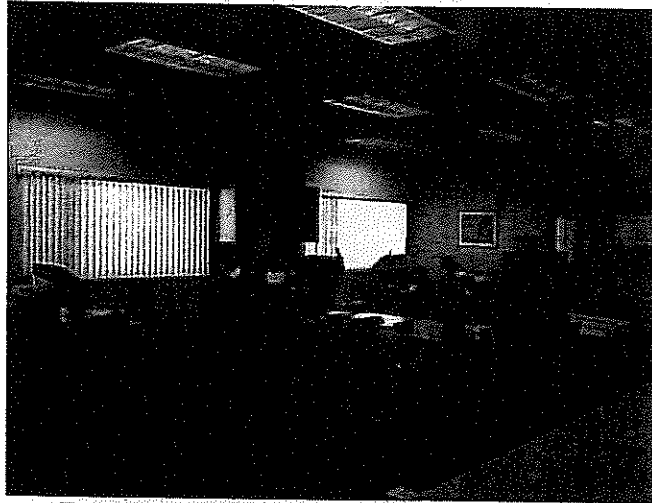
Dakota County Farm Service Agency Office Space



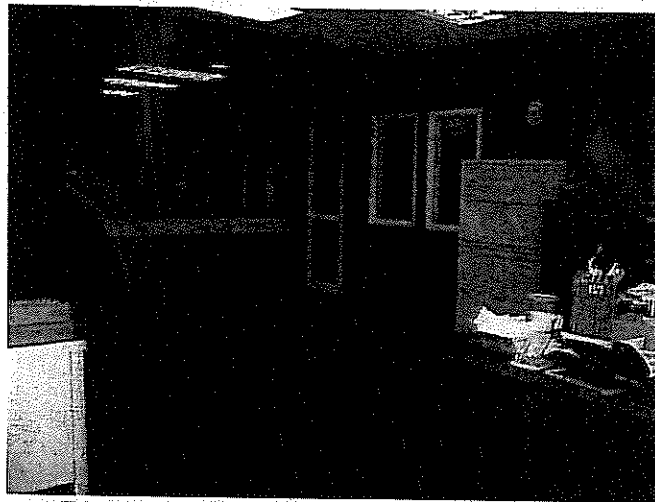
FSA office work area (approx. 34' x 21')



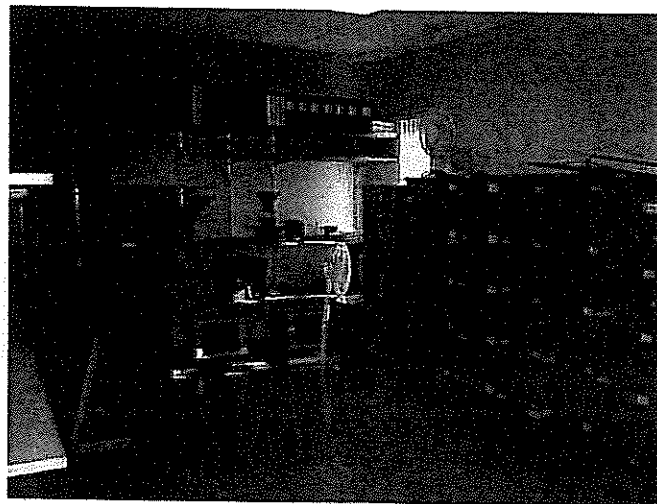
FSA office work area (approx. 34' x 21')



FSA office work area (approx. 34' x 21')

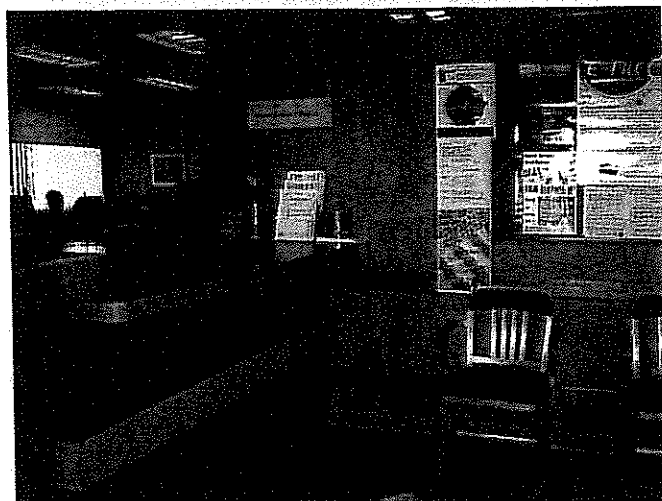


FSA office work area (approx. 34' x 21')

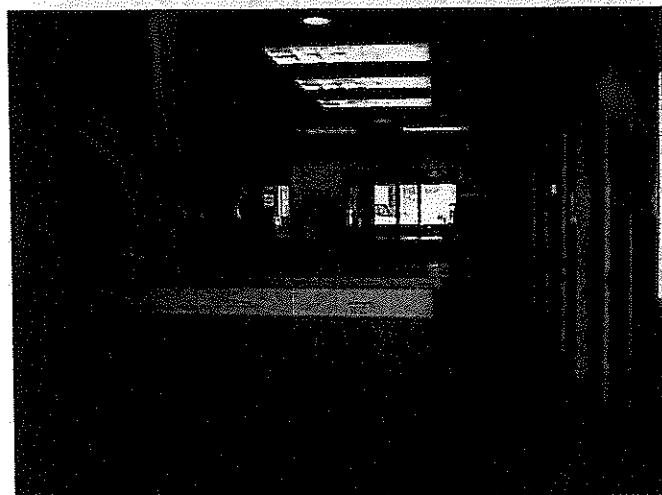


FSA Storeroom (approx. 20' x 12')

Dakota County USDA Shared Office Space



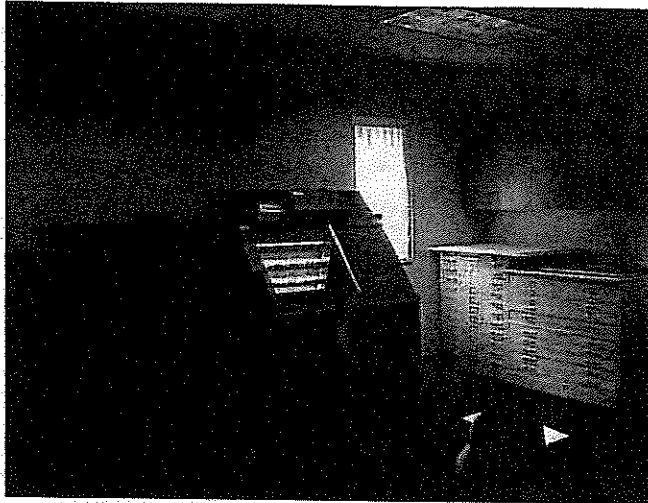
USDA Lobby Area (approx. 10' x 18')



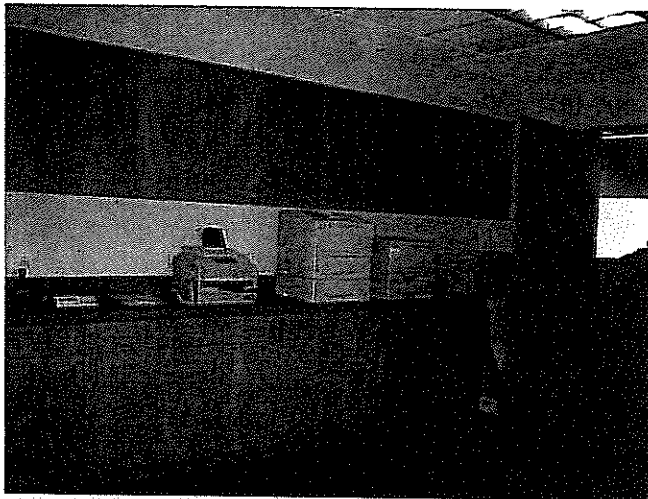
USDA Lobby Area (approx. 10' x 18')



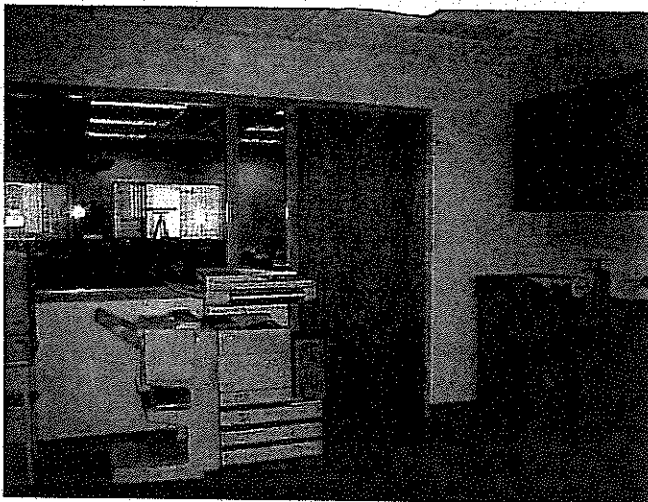
Small Conference Room (approx. 18' x 12')



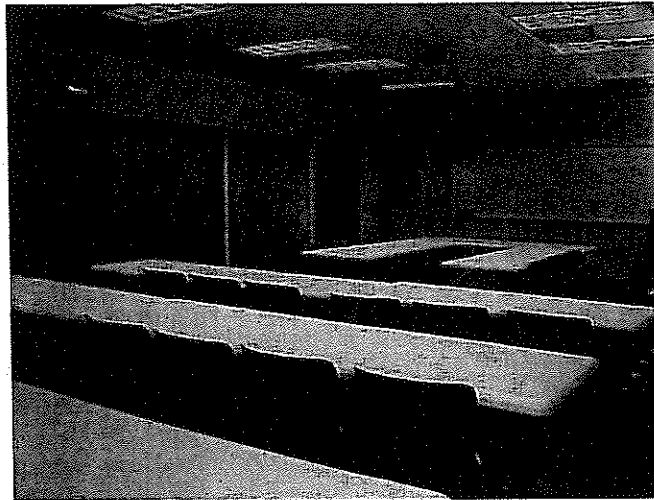
Map/Compliance Room (approx. 18' x 14')



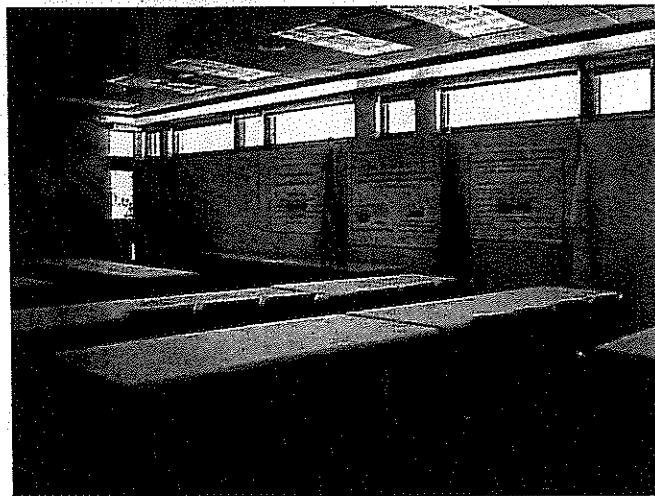
ADP Room (approx. 18' x 16')



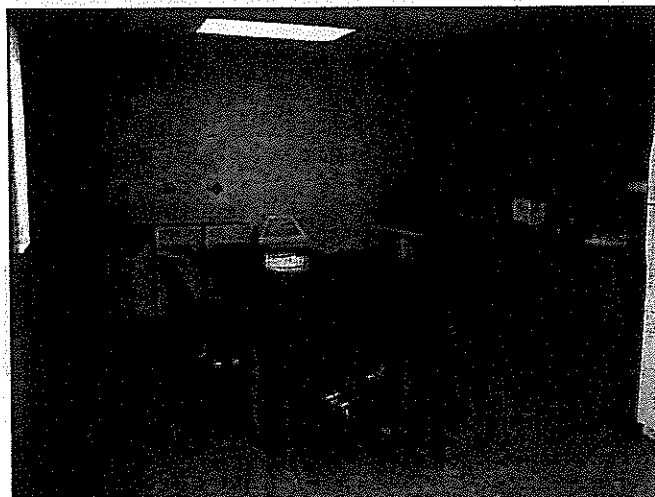
ADP Room (approx. 18' x 16')



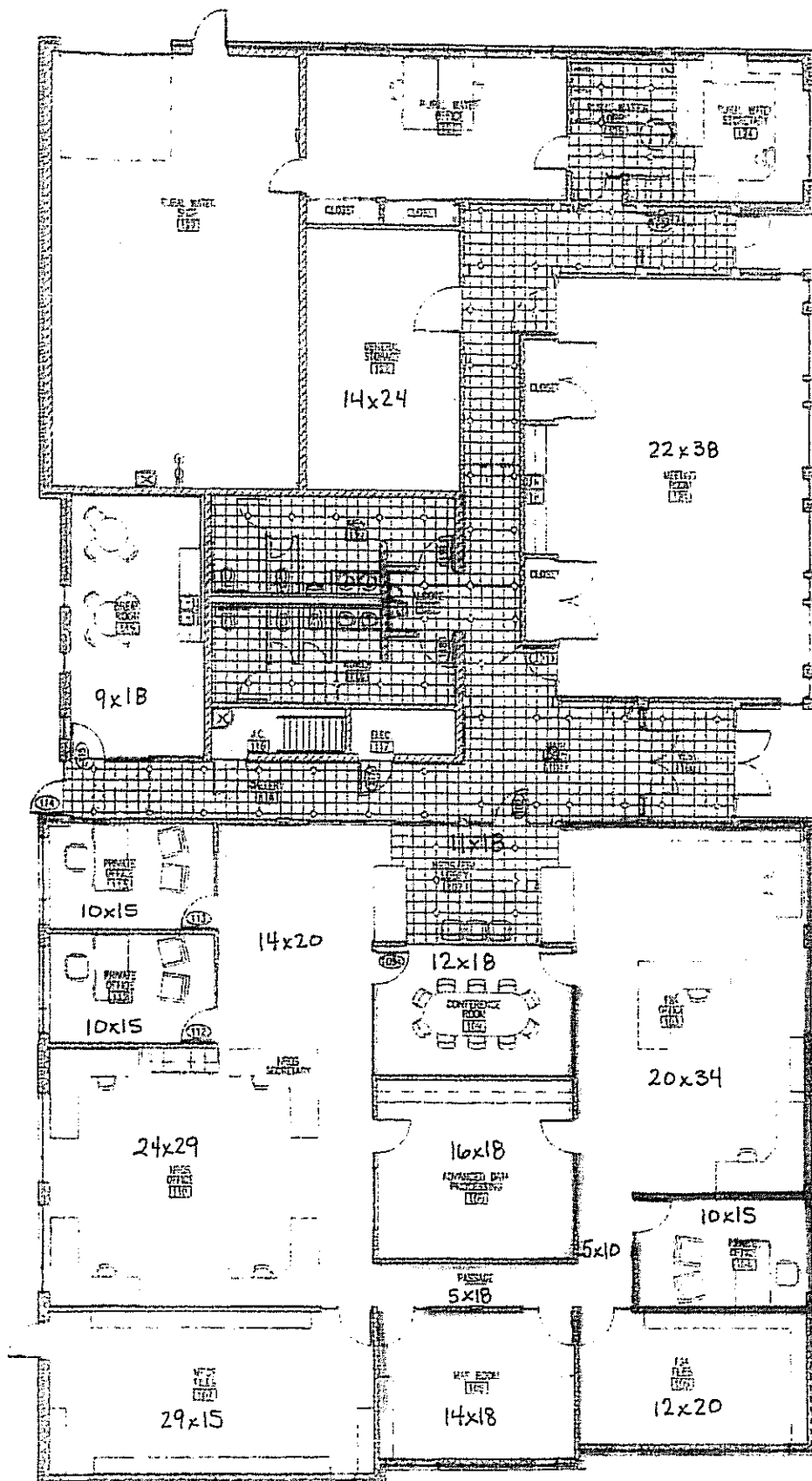
Large Public Meeting Room w/ 55 person capacity (approx. 22' x 38')



Large Public Meeting Room w/ 55 person capacity (approx. 22' x 38')



Staff Breakroom (approx. 12' x 23')



Rural Water office
Garage space

NRC building space
General storage room – 14x24
(336 sq.ft)
Main hallways and utility rooms

FSA office space
Narrow room – 14x18
(252 sq.ft)
Storage room – 12x20
(240 sq.ft)
Private office – 10x15
(150 sq.ft)
Main office – 20x34
(680 sq.ft)
Hallways – 5x18 & 5x10
(140 sq.ft)
Total is 1,462 sq. ft.

Shared space
Entry lobby – 14x18
(252 sq.ft)
Sm. Conf. room – 12x20
(240 sq.ft)
Off. room – 10x15
(150 sq.ft)
Breakroom – 20x34
(680 sq.ft)
Lg. Mail room – 24x29
(696 sq.ft)
Total is 1,320 sq. ft.

NRCS office space:
Private offices – 10x15 each
(300 sq.ft)
Main office entry – 14x20
(280 sq.ft)
Main work area – 24x29
(696 sq.ft)
Store room – 29x15
(435 sq.ft)
Total is 1,711 sq. ft.

FEB 11 2009

FILED

2009 FEB -9 PM 1:04

FOR REGISTER OF DEEDS USE

200900534
WASHINGTON COUNTY, STATE OF NEBRASKARECORDED February 9, 2009 AT 1:04 PM.BOOK 534 PAGE(S) 973-974Karen A. Madsen

REGISTER OF DEEDS

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

Recorded	<input checked="" type="checkbox"/>
General	<input checked="" type="checkbox"/>
Numerical	<input checked="" type="checkbox"/>
Photostat	<input checked="" type="checkbox"/>
Proofed	<input checked="" type="checkbox"/>
Scanned	<input checked="" type="checkbox"/>

NEBRASKA DOCUMENTARY
STAMP TAXDate February 9, 2009\$ Exempt # 2 By CU

WARRANTY DEED

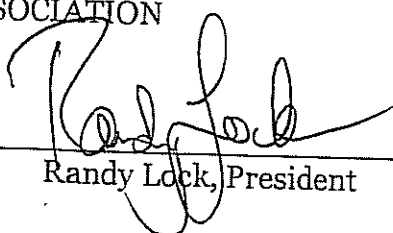
The BLAIR AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, a Nebraska Non-Profit Corporation (hereinafter referred to as "the GRANTOR"), in consideration of One Hundred Thousand Dollars (\$100,000.00) and other good and valuable consideration received from the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the GRANTEE"), does hereby convey to the GRANTEE Lot 4, YMCA Wilson's Addition, a subdivision as surveyed, platted, and recorded in Washington County Nebraska.

GRANTOR covenants with the GRANTEE that the GRANTOR:

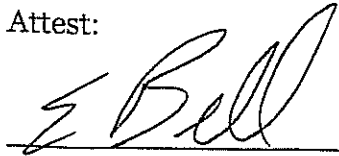
- (1) is lawfully seized of such real estate and that it is free from taxes, liens and other encumbrances, except easements and restrictions of record;
- (2) has legal power and lawful authority to convey the same; and,
- (3) warrants and will defend the title to said real estate against the lawful claims of all persons.

Dated this 9th day of February, 20 09.

BLAIR AREA YOUNG MEN'S CHRISTIAN
ASSOCIATION

By 
Randy Lock, President

Attest:

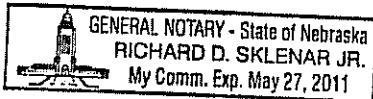


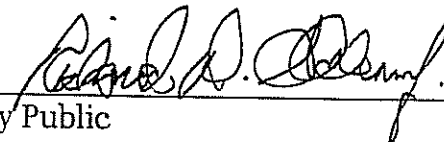
Eric Bell, Secretary

STATE OF NEBRASKA)
COUNTY OF Washington) SS.

On this 9th day of February, 20 09, before me, a Notary Public in and for said County, personally came the above named Randy Lock, President of the BLAIR AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, and he acknowledged the execution of the above deed as his voluntary act and deed as such officer of said association.

WITNESS my hand and Notarial Seal the date last aforesaid.




Notary Public

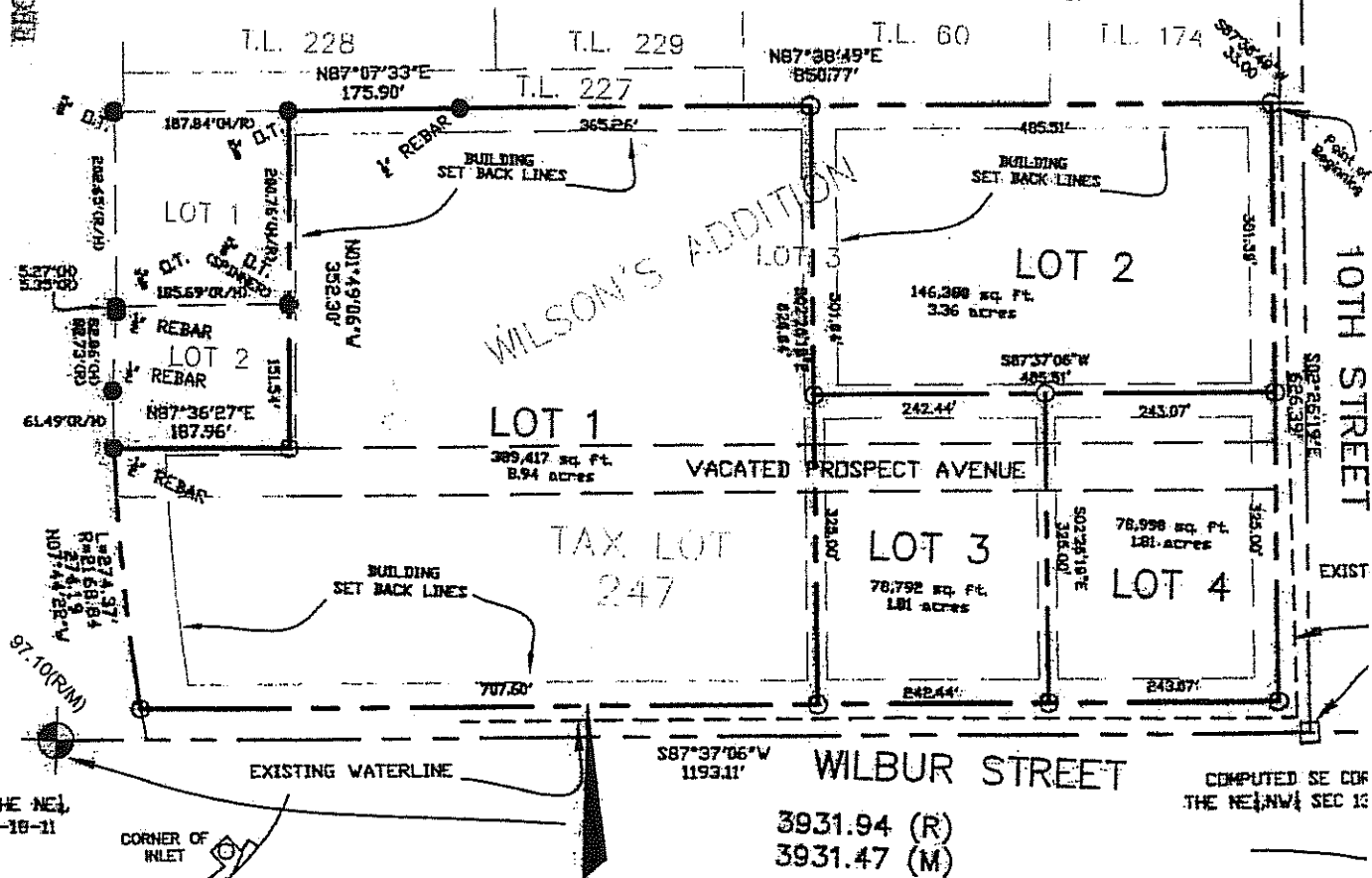
LEGAL DESCRIPTION

COPY 3.1 B1

That part of tax lot 247 and that part of lot 3 Wilson's Addition a subdivision as Surveyed, Platted and Recorded in Washington County Nebraska all lying in the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 13, Township 18 North, Range 11 East of the 6th Prime Meridian, Washington County, Nebraska, more particularly described as follows:

N $\frac{1}{2}$ OF SEC. 13-18-11

Commencing at the NE corner of said NE $\frac{1}{4}$, NW $\frac{1}{4}$ of said Section 13, thence S02°26'19"E along the East line of said NE $\frac{1}{4}$, NW $\frac{1}{4}$ of said Section 13, a distance of 659.38 feet; thence S87°38'49"W a distance of 33 feet to a point on the west right-of-way line of 10th Street as recorded in book 328 page 341-342 Washington County, NE. said point also being the Point of Beginning; thence S02°26'19"E along said West right of way, a distance of 626.39 feet to a point on the north right of way line of Wilbur street as recorded in said book 328 page 341-342; thence S87°37'06"W along said north right of way line a distance of 1193.11 feet to a point on the easterly right of way of U.S. Highway #75 said point lying on a 2168.84 foot radius curve to the right thence northerly along said 2168.84 foot radius curve (easterly highway right of way line) an arc length of 274.37 feet said curve having a chord bearing of N07°44'22"W and a chord distance of 274.19 feet to a point at the southwest corner of lot 2 of said Wilson's Addition; thence N87°36'27"E along the south line of said lot 2, a distance of 187.96 feet to a point at the southeast corner of said lot 2; thence N01°49'06"W along the east line of said lot 2 a distance of 352.30 to a point at the northeast corner of lot 1 of said Wilson's Addition; thence N87°07'33"E along the north line of said lot 3 a distance of 175.90 feet; thence N87°38'49"E continuing along said north line a distance of 850.77 feet to a point on said west right of way line of 10th street, said point also being the Point of Beginning, and containing an area of 693,586 sq. ft. or 15.92 acres more or less.



PAPIO-MISSOURI RIVER NAT

BC
-119-
Section 13-18-11

REPRESENTATIONS AND CERTIFICATIONS (Short Form)
(Simplified Acquisition of Leasehold Interests in Real Property
for Leases Up to \$100,000 Annual Rent)

Solicitation Number

Dated

NRCS-NE-10-0022

Feb. 26, 2010

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. SMALL BUSINESS REPRESENTATION (DEC 2003)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$17.5 million or less for the preceding three 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.

INITIALS: kyo
LESSOR

& _____
GOVERNMENT

2. 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 either 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.)

3. 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.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(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, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (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

INITIALS: RP & _____
LESSOR GOVERNMENT

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.

5. 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.

(d) Taxpayer Identification Number (TIN).

- [] TIN: 470542469
- [] 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);
- [X] Government entity (Federal, State, or local);
- [] Foreign government;
- [] International organization per 26 CFR 1.6049-4;
- [] Other _____

(f) Common Parent.

- [X] 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 _____

TIN _____

6. 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

INITIALS: MP & _____
LESSOR GOVERNMENT

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).

7. DUNS NUMBER (JUN 2004)

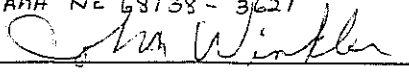
Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 078035185

8. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

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 is active. Yes [] No [] Will register [☒]

OFFEROR OR AUTHORIZED REPRESENTATIVE Papaio-Missouri River Natural Resources District	NAME, ADDRESS (INCLUDING ZIP CODE) Papaio-Missouri River Natural Resources District 8901 S. 154 th Street OMAHA NE 68138-3621  Signature	TELEPHONE NUMBER 402-444-6222 <u>2/26/10</u> Date
---	---	--

INITIALS: RP & _____
LESSOR GOVERNMENT

**PRELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

The Offeror or the Offeror's representative shall complete this form based on a walk-through of the building or their knowledge of the building's fire protection and life safety systems. This form consists of a series of short answer and yes/no/not applicable questions related to the building's fire protection and life safety systems.

1. Fundamental Code Requirements.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.

2. Definitions.

- a. **Low-Rise Building:** A building less than 75 feet in height where the building height is measured from the lowest level of fire department vehicle access to the floor of the highest occupied floor. A building that is 5 stories or less in height is typically considered a low-rise building.
- b. **Hazardous Areas:** Any space or compartment within a building in which storage or other activity exists that is not part of normal office space arrangements and that possesses the potential for producing a fully involved fire. Such areas used for: the storage or use of combustibles or flammables; toxic, noxious, or corrosive materials; or heat producing appliances, etc. (as defined in the latest edition of NFPA 101, *Life Safety Code*).

The Offeror states, as part of this offer, that the proposed space/building is as described below and that the information provided is accurate. In addition, the Offeror agrees all features and devices described below are in operating order and properly maintained. **THIS SFO PRELEASE FORM WILL BE COMPLETED BY THE OFFEROR OR THE OFFEROR'S REPRESENTATIVE.** Please provide additional pages should this form not provide sufficient space to respond adequately to any question.

BUILDING ADDRESS			
Building Name: <u>USDA Service Center</u>			
Building Address: <u>10th & Wilbur St.</u>			
City: <u>Blair</u>			
State: <u>NE</u>			
9-Digit Zip Code: <u>68008-2164</u>			
BUILDING CODE AND FIRE CODE ADOPTED BY LOCAL JURISDICTION			
Building Code:		YEAR:	
Fire Code:		YEAR:	
SIZE AND LAYOUT			
The following information applies to (check one):			
<input type="checkbox"/> an existing building			
<input checked="" type="checkbox"/> a building planned for lease construction			
<input type="checkbox"/> a building planned for lease construction with Government option to purchase			
Identify each floor in which space is offered to Government:			
Identify gross square footage of space offered to Government on each floor:			
Identify height (in feet) of the building above the lowest level of fire department vehicle access:			
Identify the number of floors above the lowest level of fire department vehicle access:			
Identify the number of floors below the lowest level of fire department vehicle access:			
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)			
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail
<input checked="" type="checkbox"/> Other (list) <u>Rural Water Office</u>			

PREL EASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING

BUILDING CONSTRUCTION TYPE (Check One)				
<input type="checkbox"/> Fire resistive	<input type="checkbox"/> Heavy Timber	<input type="checkbox"/> Ordinary	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Unprotective non-combustible
VERTICAL OPENINGS (CHECK ONE)				
Between Two or More Floors				
Exit Stairways	<input type="checkbox"/> open	<input type="checkbox"/> enclosed with doors, provide description		
Shafts	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description		
Atrium	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description		
Other	<input type="checkbox"/> open	<input type="checkbox"/> enclosed, provide description		
None	<input type="checkbox"/>			
ELECTRICAL SYSTEM				
Please Check YES, NO, or NA to the following question:		YES	NO	NA
The building electrical system appears to comply with the NFPA 70, <i>National Electrical Code</i> in that there are no obvious deficiencies (e.g., temporary wiring, use of extension cords, deteriorated equipment, missing equipment, etc.). If potential problems are noted, describe on an attached sheet.				
BUILDING EGRESS AND EXITING SYSTEM				
Please Check YES, NO, or NA to the following questions:		YES	NO	NA
Unrestrictive access is provided to a minimum of two exits on each floor.				
Scissor stairs count as only one approved exit.				
Fire escapes are not counted as an approved exit.				
Corridors have a 1-hour fire-resistive rating.				
Exit access is at least 44 inches wide.				
All exit stairways terminate directly at a public way or at an exterior exit discharge.				
All exit doors swing in the direction of exit travel.				
BUILDINGS PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS				
Please Check YES, NO, or NA to the following questions:		YES	NO	NA
The minimum separation distance between two exits or exit access doors measured in a straight line between the exits or exit access doors shall not be less than <i>one-third</i> the length of the maximum overall diagonal dimension of the building or area served.				
The travel distance to the exits is not more than 300 feet.				
The maximum length of a dead-end corridor is 50 feet.				
The common path of travel is not more than 100 feet in length.				
BUILDINGS NOT PROTECTED THROUGHOUT BY AUTOMATIC FIRE SPRINKLERS				
Please Check YES, NO, or NA to the following questions:		YES	NO	NA
The minimum separation distance between two exits or exit-access doors measured in a straight line between the exits or exit-access doors shall not be less than <i>one-half</i> the length of the maximum overall diagonal dimension of the building or area served.				
The travel distance to the exits is not more than 200 feet.				
The maximum length of a dead-end corridor is 50 feet.				
The common path of travel is not more than 75 feet in length.				

**RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING**

STANDPIPES AND PORTABLE FIRE EXTINGUISHERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Standpipes are installed in building.			
Portable fire extinguishers are installed in building.			
BUILDING EXIT HARDWARE AND EGRESS DOORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
All exit stairway doors are in proper working order.			
All exit stairway doors are self-closing or automatic-closing; and self-latching.			
In an emergency, all exit stairway doors permit re-entry from the exit stairway enclosure to the interior of the building.			
Exit doors require one action to open (e.g., no locks, locked during unoccupied periods only). NOTE: Special locking arrangements may be permitted if allowed by local jurisdiction.			
AUTOMATIC FIRE SPRINKLERS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Automatic fire sprinklers are installed throughout the building.			
Automatic fire sprinklers are installed in all below-grade space.			
Automatic fire sprinklers are installed only in corridors.			
Automatic fire sprinklers are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Automatic fire sprinklers are installed in other locations in the building (describe locations on additional sheet).			
Central Sprinkler Company's Omega line of fire sprinklers are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			
Automatic fire sprinklers having an "O-Ring" are installed in the building (describe location(s), model(s), number of sprinklers, date installed, etc. on additional sheet).			
The automatic fire sprinkler system is electronically supervised in accordance with NFPA 13, <i>Standard for Installation of Sprinkler Systems</i> .			
The automatic fire sprinkler system is maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> .			
SMOKE DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Smoke detectors are installed throughout the building.			
Smoke detectors are installed only in corridors.			
Smoke detectors are installed only in elevator lobbies.			
Smoke detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Smoke detectors are installed in other locations in the building (describe other locations on additional sheet).			
Duct smoke detectors are installed in the building.			
HEAT DETECTORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Heat detectors are installed throughout the building.			
Heat detectors are installed only in corridors.			
Heat detectors are installed in all hazardous areas (as defined by NFPA 101, <i>Life Safety Code</i>).			
Heat detectors are installed in other locations in the building (describe other locations on additional sheet).			

RELEASE
FIRE PROTECTION AND LIFE SAFETY
EVALUATION FOR A LOW-RISE OFFICE BUILDING

FIRE ALARM SYSTEM			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
A fire alarm system is installed in the building.			
Audible alarm notification appliances are installed and located throughout the building to be effectively heard above normal conditions of occupancy.			
Visible alarm notification appliances are installed and located throughout the building.			
Operation of the fire alarm system automatically notifies building occupants to evacuate or relocate within the building.			
Operation of the fire alarm system automatically notifies the local fire department or UL central station service.			
Emergency power is provided for the fire alarm system.			
The fire alarm system has emergency voice communication capabilities.			
The fire alarm system is maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm Code</i> .			
HAZARDOUS AREAS Hazardous Areas as defined by NFPA 101, <i>Life Safety Code</i>			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Hazardous areas are located in the building.			
List locations of all hazardous areas in the building (describe locations on additional sheet).			
EXIT SIGNS, EMERGENCY LIGHTING, & EMERGENCY POWER			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Illuminated exit signs are installed along exit paths.			
Emergency lighting is installed along exit paths.			
Emergency power is provided for building's life safety systems (e.g., exit signs, emergency lighting, fire alarm, etc.).			
An emergency generator is installed in the building to provide emergency power to the building's life safety systems.			
An UPS system is installed in the building to provide emergency power to the building's life safety systems.			
INTERIOR FINISH			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Offered space has corkboard installed on walls.			
Offered space has carpet installed on walls.			
Offered space has wood paneling installed on walls.			
ELEVATORS			
Please Check YES, NO, or NA to the following questions:	YES	NO	NA
Elevators have a current certificate of elevator inspection from the local jurisdiction.			
Elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location manned during normal working hours when the elevators are in service.			
Elevators are automatically recalled by smoke detectors located in elevator lobbies and machine rooms.			
Elevators recall to an alternate level when activated by primary level smoke detector.			
Elevators are equipped with firemen's manual capture feature.			
PUBLIC ADDRESS SYSTEMS			
Please Check YES, NO, or NA to the following question:	YES	NO	NA
An independent public address system is provided throughout the building.			

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN
EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS	
BUILDING NAME:	USDA Service Center
BUILDING ADDRESS:	10th & Wilbur St.
CITY:	Blain
STATE:	NE
Year Built:	Year Last Renovated:
SIZE AND LAYOUT	
The following information applies to (check one):	
<input type="checkbox"/> an existing building <input checked="" type="checkbox"/> a building planned for lease construction	
Space offered to Government (By Floor):	
Approximate gross area of typical floor (identify atypical floors individually)	
Building Height in Feet:	
Number of Stories Above Grade	
Number of Stories Below Grade:	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)	
Restaurants:	_____
Laboratories:	_____
Storage:	_____
Retail:	_____
Day Care Center:	_____
Other, list:	Plans include Rural Water

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

Identify the number of stories of the building (above and below grade)

Identify the approximate gross square footage per floor in the building.

Identify the proposed floors offered to the Government to occupy

Exterior Materials	Yes	No
Brick		
Block		
Concrete – Precast		
Concrete – Poured		
Metal Panels		
Glass Exterior		

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

Question	Yes	No
Is the water supply to the building protected?		
Is the main unit of air/ventilation system accessible to the public?		
Is the wire closet locked?		
Is utility access locked?		
Is there exterior access to the electric service?		
Is there exterior access to the gas service?		
Is there exterior access to the water service?		
Is there exterior access to the telephone service?		
Is there exterior access to any other heating source?		
Is fuel stored within the building?		
Are there exterior propane fuel tanks?		
For the facilities with exterior propane fuel tanks, are they protected?		

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

General Public Access	Distance in Feet
Distance in feet from the building to the nearest public street.	
Distance in feet from the building to the nearest public on-street parking.	
Distance in feet from the building to the nearest public parking lot.	

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

Identify and describe if emergency power is provided within the building.

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable.

Identify and describe any garage or parking area control or surveillance systems in place.

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel.

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including.

- Typical size
- Thickness of panes
- Type of frame
- Type of anchorage
- Number of windows
- Type of glass
- Type of configuration (single-pane, insulated, laminated, etc.)
- Security film thickness (if installed)
- Date film was installed

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below.

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

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

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____

Phone #: (____) _____

License Number: _____

Stamp Here:

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the government, may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

SOLICITATION FOR OFFERS
NRCS-NE-10-0022
Blair, NEBRASKA

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
IN
LINCOLN, NEBRASKA

NAME: Linda McArthur
TITLE: Real Property Leasing Officer (RPLO)

CONTACT NAME: Philip Reimnitz
TITLE: Contract Specialist
Phone: 402-437-4047

OFFERS DUE BY CLOSE OF BUSINESS (4:00 P.M. LOCAL TIME), March 1, 2010

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

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1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. The Natural Resources Conservation Service (NRCS) is interested in leasing approximately 4275 - 4400 usable square feet of accessible office space available for use by tenant for personnel, furnishings, and equipment. For purposes of this SFO, the definition of usable square feet is provided in 4.1. This space shall be fully serviced including all utilities, janitor, and snow removal services.
- B. The Offeror shall 1) offer space located in a quality building of sound and substantial construction and shall conform or be capable of being altered to conform with the requirements, terms, and provisions as described in this Solicitation for Offer (SFO), 2) have a potential for efficient layout, 3) be within the square footage range to be considered and 4) be in compliance with all of the Government's minimum requirements set forth herein. **It is the option of the Government to accept offers that exceed or are less than the Government requirements.** The facility shall have a sense of scale and "fitting" appropriate for the neighborhood and community while communicating a professional, yet modest image. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall utilize natural light as much as possible and have energy-efficient windows or glass areas consistent with the structural integrity of the building. The façade, downspouts, roof trim, and window casing shall be clean and in good condition. The building and grounds shall be inviting to the public and employees.
- C. 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 square footage offered, provided that it does not exceed the maximum square footage in this SFO. If the Offeror is already providing the maximum square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable

D. SERVICE CENTER CONCEPT

The building will house the Natural Resources Conservation Service (NRCS) Field Office and Farm Service Agency (FSA) and The Lower Missouri River Wetland Reserve Enhancement Program (WREP) Team.

The Government would like easy customer access to the office space and prominently housed in the front of the building. Private offices should be in close proximity to the open office space. Each agency should have distinguishable office space. Separate rooms for conference/employees break, storage and automated data processing (ADP) should be located for convenient and efficient use. Entrance for customers should be positioned so that there is a natural flow and equal access into the different agencies. The space offered should be located in a modern office building with a façade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Real Property Leasing Officer (RPLO). If not in a new office building, the space offered shall be in a building that has undergone, or will be complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the RPLO shall be submitted as part of the offer.

Attached to this SFO is an "USDA SERVICE CENTER CONCEPT FLOOR PLAN" intended as general guidance on the office space layout concept. Offered space does not have to conform to this conceptual floor plan.

E. SPACE REQUIREMENTS

The table below outlines the Government's space requirements:

Description of Space	Square Footage	Total Space
NRCS Private Office (3)	450	
NRCS Open Office (9) + Storage	1350	
NRCS Total		1800
FSA Private Office (1)	150	
FSA Open Office/Map Room (4)	800	
FSA Storage (Historical Files)	150	
FSA Total		1100
Shared:		
Conference Room	300	
Storage	600	
Mail	200	
Break Room	175	
ADP Room	100	
Total Shared Space		1375
TOTAL SPACE REQUIREMENT		4275

F. REQUIREMENTS:

1. Parking

- The Lessor shall provide a minimum of 36 on-site, paved parking spaces for government-owned and employee vehicles, plus 2 pull spaces for trailers. The parking should be convenient for customers and employees. The cost of this parking shall be included as part of the rental consideration.
- In accordance with Architectural Barriers Act Accessibility Standard (ABAAS) F208.2, "Handicap" space(s) shall be provided and appropriately marked with signage and surface painting at the Lessor's expense.
- All parking areas shall be paved and have dusk-to-dawn security lighting.
- All parking shall afford 24-hour ingress and egress, 7 days per week.
- Concrete sidewalks shall be provided from the parking areas to the building entrance(s). They shall be convenient and meet all accessibility requirements.
- Parking area shall provide for drainage off the lot. No water will be allowed to collect and stand at any point in the parking areas.
- Parking shall include area(s) for pickup trucks hauling trailers.

2. Private Office (Three 150 Square Feet)

- Acoustically treated slab-to-slab interior partitioning with NIC 40 is preferred.
- Windows
 - Office space shall have a window(s) in each exterior office unless waived by the Real Property Leasing Officer.
 - All exterior 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 shall be fitted with a sturdy locking device.
 - Interior doors may be designated on the final layout to have sidelight windows. These will be 18" wide, extend 12" above the floor to the height of the top of the interior doors, and have 7/32" crystal sheet safety glass. These sidelight windows will be equipped with window blinds.

3. Open office space (1950 Square Feet)

4. NRCS/FSA Conference Room (300 Square Feet)

- Acoustically treated slab-to-slab interior partitioning to provide NIC 40.
- Provide separately zoned HVAC capable of maintaining standard office temperatures when accommodating maximum occupancy in daylong-meetings.
- Room is to be column free.
- Space may be adjacent to the Client/Breakroom and may have a telescoping flat-panel partition (minimum STC 20) that will allow the break room to be separated from the conference room.

5. Mailroom (200 Square Feet)/Storage (FSA 150 Square Feet; NRCS 150 Square Feet; Shared 600 Square Feet)/Map Room (200 Square Feet)/Break Room (175 Square Feet)
 - a. Acoustically-treated slab-to-slab insulated interior partitioning to NIC 35.
 - b. Provide one dedicated outlet for copier (120 vac 20 AMP).
 - c. Provide data outlets and duplex receptacles for 1 printer, one mail machine and 1 fax in a location to be determined by the Government.
 - d. Provide anti-static vinyl composite tile flooring.
 6. IT Automatic Data Processing (ADP) Room: (75-100 SQUARE FEET)
 The configuration of the room shall allow a three-foot clearance around equipment. The ambient room temperature shall be maintained at 68-75 F (or 20 - 24 C) degrees at all times including evenings and weekends. Doors must be metal clad or solid core and lockable. Door hardware must have locking device, key or code separate from rest of building. No exterior entrances or windows will be allowed in this space. Floor covering shall be vinyl or anti-static hard surface. Must have a 6 pound FE-36 fire extinguisher. New construction walls will be from floor slab to structural ceiling slab with sound transmission class 40 or better. Water bearing pipes shall not be located in the overhead ceiling of the ADP room.
- 1.2. **LEASE TERM (SEP 2000)**
 The lease term is for ten (10) years. The Government may terminate this lease in whole or in part at any time by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of mailing. All the terms and conditions contained herein shall prevail throughout the term of the lease.
 - 1.3. **OFFER DUE DATE (AUG 2008)**
 - A. Offers are due by close of business on March 1, 2010 and shall remain open until lease award.
 - B. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516A, Solicitation Provision, 552-270-1 (d), Restriction on Disclosure and Use of Data.
 - C. Offers must remain open until the lease is awarded unless written notice of the withdrawal of the offer is provided to the RPLO prior to award.
 - D. The RPLO will have a maximum of 30 days from the last day final proposal revisions are received to make an award.
 - 1.4. **ACCESS AND APPURTENANT AREAS (AUG 2008)**
 The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See Security Requirements for additional information.
 - 1.5. **SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)**
 Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.
 - 1.6. **AREA OF CONSIDERATION (AUG 2008)**
 The area of consideration is within the city limits of Blair, Nebraska. No offer will be accepted that utilizes prime or unique farmland as defined by the Farmland Protection Act, Section 4201(c).

 An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.
 - 1.7. **OCCUPANCY DATE (AUG 2008)**
 The space is required to be ready for occupancy by November 1, 2010. If Offeror proposes possession other than the required date, the Real Property Leasing Officer (RPLO) shall determine if the proposed possession date will reasonably fulfill the Government's needs. The Government reserves the right to negotiate the possession date with any offer and to reject any offer which proposes a delivery date which will not meet the Government's needs.
 - 1.8. **NEGOTIATIONS (MAY 2005)**
 - A. The RPLO reserves the right to award a lease pursuant to this solicitation based on initial offers. Therefore, offerors initial proposal should contain best terms from a price and technical stand point.
 - B. If no such award is made, negotiations will be conducted on behalf of the Government by the RPLO. These individuals are named on the cover of this SFO. The NRCS will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
 - C. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the RPLO.

- D. The RPLO will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the RPLO on the basis of cost or price and other factors 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.
- E. All Offerors in the competitive range 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 may be closed with submission of final proposal revisions ("Best and Final Offers").

1.9. **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 RPLO. 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 RPLO 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.

1.10. **LEASE REQUIREMENTS (AUG 2008)**

A. The Lessor's obligations in providing a building shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "lease or rent" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's 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 components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed. 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. 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 RPLO) 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.
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 lease. 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 rent. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required and shall be included in the rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the RPLO) 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.
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 lease. The telephone closets shall include a telephone backboard.

13. *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.

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

1.11. **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 leasesments) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contract Specialist. 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 - Wage Determination No. NE20080007 is attached as a part of this SFO

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. OTHER EVALUATION FACTORS (AUG 2008)

- A. The lease will be awarded to the Offeror whose offer will be most advantageous to the Government.
- B. Price is as importance as the other factors. The Award Factors with their corresponding weights are listed as follows:

1. Quality of Building/Quality of Location	40%
2. Efficiency of Layout	35%
3. Past Performance	25%
	100%

The responsiveness of each offer to each of the above award factors will be evaluated and scored using one of the following categories and the associated weighted average of each:

EXCELLENT	3.00
GOOD	2.00
MINIMUM	1.00

Offerors exceeding the standard for Minimum but not meeting the standard for Excellent will receive a rating of Good.

- C. The following are the evaluation factor(s):

1. Quality of Building/Quality of Location: For this factor, quality and physical characteristics such as structure, appearance, parking, quantity of windows for offered space, onsite amenities, quality of building systems including, but not limited to, LEED (Leadership in Energy and Environmental Design), HVAC, electrical, lighting, and plumbing, and landscaping shall be considered.
2. Efficiency of Layout: For this factor, the office space will be based on its potential for efficient office layout, consistent with the Government's intended use. Location of the space is within the offered building will also be evaluated. Single floor contiguous space is preferred. Additionally, this factor considers the configuration of the space not divided by structural obstacles, building equipment, service and related areas. This factor will also consider the building core on the offered floor and buildings providing the square footage required in a space with a square or rectangular configuration that easily lends itself to good furniture layout and functional adjacencies, and whether there is even column spacing, small columns, and large bays.
3. Past Performance: For this factor, past performance in construction, construction of tenant improvements of similar size within the past 5 years, and maintenance of facilities is to be evaluated. The Government will consider quality of space, whether the space was delivered "on time", and the quality of services and maintenance.

REFERENCES: The Government will interview a minimum of three (3) and no more than six (6) references that can speak to the ability of the offeror to deliver a project of similar size and scope. Specifically, quality of workmanship, schedule and budget issues, change order process, small business utilization, and general customer satisfaction will be considered for that portion of the tenant improvement portion of this factor. The offeror will also be evaluated on maintenance of the property and ability to respond to challenges successfully. Of the 3-6 references interviewed, at least one reference shall be consulted for tenant improvements and at least one reference shall be consulted in relation to building maintenance

2.2. AWARD (AUG 2008)

- A. After conclusion of negotiations, the Successful Offeror and the RPLO will execute a lease prepared by the RPLO, 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 (GSA Form 3517)
 3. Representations and Certifications (GSA Form 3518A – Short Form)
 4. The pertinent Solicitation Provisions (GSA Form 3516)
 5. The SFO and attachments which become part of the lease
 6. Floor plan 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 RPLO and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

3.1. OFFER PROCEDURES (AUG 2008)

- A. Offers, including all required documents, must be submitted to the RPLO at the address below. Documents must be properly executed and submitted no later than the close of business of the offer due date. Close of business is no later than 4:00 p.m. local time.

Linda McArthur, RPLO
ATTN: Philip Reimnitz
USDA, NRCS
100 Centennial Mall North, Rm 152
Lincoln, NE 68508-3866

B. REQUIRED DOCUMENTS IN ADDITION TO ALL OTHERS LISTED THROUGHOUT SECTION 3.0:

1. Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign any lease documents.
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 3516A, Solicitation Provisions, for additional instructions. If additional information is needed, the RPLO (or the RPLO's authorized representative) should be contacted.
4. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize the protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provisions, 552.270-1, subparagraph (d), Restriction on Disclosure and Use of Data.

3.2. FORMS AND PRICING INFORMATION (AUG 2008)

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

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. Complete SFO in its entirety (with all pages initialed), including General Clauses (GSA Form 3517A (Simplified Leases)) and all its attachments.
3. 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, if applicable. Refer to the "Overtime Usage" paragraph 4.6 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. **NOT APPLICABLE TO THIS SFO.**
 - b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph 4.4 in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.
 - c. A total lease rate per square foot, clearly itemizing both the total lease rental, and Building lease rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in rent). 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 rental rate shall include, but not limited to, property financing, insurance, taxes, management, profit, etc., for the building. The building rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - d. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - e. A fully-serviced lease rate per usable and rentable square foot.
 - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the initial term. The rate proposed for this portion of the term shall not reflect any Alterations Requirements as they will have been fully paid for during the initial term.

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), property manager, developer, employee, or any other agent or representative (expressed in either % or \$).
4. GSA Form 3518A, Representations and Certifications (Short Form). This must be completed and signed by the Owner, not a representative.

3.3. EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)

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

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 14 days after lease award, the Lessor shall provide to the RPLO evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The name of three proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR LEASE:

Within 14 days after the RPLO issues the Notice to Proceed for lease, the Lessor shall provide to the RPLO evidence of:

1. Award of a construction contract for lease with a firm completion date. This date must be in accord with the construction schedule for lease as described in the "Construction Schedule and Acceptance of Building Interior Design Requirements" paragraph of this SFO.
2. Issuance of a building permit covering construction of the improvements.

3.4. BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)

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

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation
2. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value,, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.
3. Pre-lease Building Security Plan.
4. A plan and a short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
5. 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.
6. 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.
7. 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. In addition, hardcopy scaled drawings at 1/8" = 1'-0" are preferred. 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 RPLO or authorized representative, more informative plans shall be provided within 14 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. RPLO will review all plans submitted to determine if an acceptable level of safety is provided. In addition, RPLO 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.
8. Provide a scaled map showing the location of the offered building and restaurants and other amenities. Provide a numbered key identifying the restaurants and businesses serving the area.
- 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. In accordance with the "Security for New Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO, provide certifications from licensed professional engineer for compliance with security standards.

4.0. UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1. MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE (Usable) 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.

- C. Adjustment for Changes in Real Estate Taxes:**

- INITIALS: RP &
LESSOR GOVT

9. In order to obtain a Tax Adjustment, the Lessor shall furnish the Contract Specialist with copies of all paid tax receipts, or other similar evidence of payment acceptable to the Contract Specialist, and a proper invoice (as described in 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 Contract Specialist 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 (AUG 2008)**

Beginning with the second year of the lease and each year thereafter, the RPLO will consider paying adjusted rent for changes in total operating costs (cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating and electricity attributable to occupancy. The amount of the adjustment will be determined by comparing each fiscal year's utility receipts with the base year receipts. The difference in cost must represent at least a 10 percent change for the adjustment to be considered. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease following the period for which the request is submitted. Annual adjustments will continue to be evaluated. In the event of any decreases in the operating costs occurring during the period of occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in rent provided under this clause. Receipts must be submitted no later than 45 days following the end of the fiscal year.

4.4. **ADJUSTMENT FOR VACANT PREMISES, FSAR 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.

4.6. **OVERTIME USAGE (AUG 2008)**

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.

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 after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

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 Contract Specialist'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. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Remove carpet stains. Police sidewalks, parking areas, and driveways. Clean glass entry doors to the Government-demised area.
2. *Weekly.* Damp mop and spray buff all resilient floors in toilets. Completely sweep and or vacuum all areas.
3. *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.
4. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
5. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance carpets.
6. *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.
7. *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.
8. *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.
9. *Every Two Years.* Shampoo carpets in all offices and other non-public areas. All areas are to be shampooed including under desks and tables.
10. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
11. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by 6AM of the normal working day 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.
12. 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 Contract Specialist 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 Contract Specialist.
- 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 Contract Specialist.

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 RPLO may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the RPLO.
- 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. CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

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

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1. SECURITY FOR NEW CONSTRUCTION (NOV 2005)

- A. The requirements of this SFO can only be satisfied through the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.
- B. The Offeror shall provide a written certification from a licensed professional engineer that the building(s) conforms with a minimum of:
 - 1. Window glazing and façade protection level, with a performance condition as specified in this SFO, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.
 - 2. Setback distance, as specified in this SFO, from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).
 - 3. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.
 - 4. The Offeror shall provide a Pre-Lease Building Security Plan (BSP) with its offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.
 - 5. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.
 - 6. Offers must include an itemized estimate for the costs of each security item identified as "shell" in the Lease Security Standards section elsewhere in this SFO and for any security item identified as a Special Requirement.

5.2. SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

- A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:
 - 1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
 - 2. "IBC" means "International Building Code" (IBC). The IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting [HTTP://WWW.ICCSAFE.ORG](http://www.iccsafe.org).
 - 3. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment A, together with any required attachments.
- B. The design and construction of new buildings, or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC) by "Substantial Completion".
- C. At the time of "Substantial Completion," the Lessor shall provide a written certificate from an Engineer affirming that the building design and construction conform to the seismic provisions of the latest edition of the International Building Code (IBC).
- D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government.

5.3. FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)

- A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.
- B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*.
- C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.
- D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:
 - 1. The building is 2 or more stories in height above the level of exit discharge.
 - 2. The total calculated occupant load of the building is 300 or more occupants.
 - 3. The building is subject to 100 or more occupants above or below the level of exit discharge.

- E. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the award date of this SFO) adopted by the jurisdiction in which the building is located. In addition, the emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.
- 5.4. **SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION (AUG 2008)**
- A. The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for Federally controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002. A major goal of the Federal Government is the safety and security of people and facilities under the charge and control of the Government. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes. Associates and contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.
- B. For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Form.
- C. During the lease build out and the remaining term of the lease, the Lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to the Contract Specialist. Requests for SBU information from NRCS shall be referred to the NRCS Contract Specialist.
- D. When the Lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.
- E. Failure by the Lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.
- 5.5. **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, or other Agency-approved forms specifically authorized by the RPLO. The clause from GSA Form 3517A, General Clauses, 552.232-75, *Prompt Payment* applies to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Responsibility for payment of alterations ordered by RPLO under the authorization described in paragraph A above will be determined by the RPLO at the time of the order.
- 5.6. **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 RPLO. The RPLO 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.
- 5.7. **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 Building Interior Design Requirement 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.

5.8. DEFAULT AND DELIVERY

If the Lessor fails to deliver the leased premises ready for occupancy within the time required by the lease agreement, or any extension of the specified time, or if the Lessor fails to complete the work within such time, RPLO may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his/her sureties shall be liable for any damages to the government resulting from a failure to deliver the premises ready for occupancy within the specified time.

5.9. 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 Contract Specialist. The Government will not pay for existing fixtures and other lease requirements accepted in place.

5.10. CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

- A. Recycling construction waste is mandatory for initial space alterations for lease requirements 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. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - 1. ceiling grid and tile;
 - 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - 3. duct work and HVAC equipment;
 - 4. wiring and electrical equipment;
 - 5. aluminum and/or steel doors and frames;
 - 6. hardware;
 - 7. drywall;
 - 8. steel studs;
 - 9. carpet, carpet backing, and carpet padding;
 - 10. wood;
 - 11. insulation;
 - 12. cardboard packaging;
 - 13. pallets;
 - 14. windows and glazing materials;
 - 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 - 16. all other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contract Specialist. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.11. 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 RPLO 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. 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 20 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

F. NOTICE TO PROCEED FROM RPLO

After negotiation and acceptance of the lease requirements, A NOTICE TO PROCEED (AS RECEIVED FROM RPLO) SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall commence construction.

G. CONSTRUCTION OF BUILDING INTERIOR DESIGN REQUIREMENTS:

The Lessor shall construct all lease requirements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. 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.

H. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

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

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

I. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in section 1.7 of this SFO.

J. 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.

5.13. PROGRESS REPORTS (AUG 2008)

After start of construction, at the Government's discretion, the Lessor shall submit to the Contract Specialist, written progress reports at intervals of 7 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with review and approval by the Contract Specialist. Such meetings shall be held at a location to be designated by the Government.

5.14. CONSTRUCTION INSPECTIONS (AUG 2008)

- A. Construction inspections will be made periodically by the Contract Specialist 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 Contract Specialist may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall respond in writing to the Contract Specialist 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.

5.15. FLOOR PLANS AFTER OCCUPANCY (DEC 2005)

- A. Paper Medium: Within 60 days after occupancy, 3 sets 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 Contract Specialist.
- 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 Contract Specialist. 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 FSA equipment, if requested by the Contract Specialist.

5.16. 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 may be required to 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. LEASE:

- 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 Contract Specialist. 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 (AUG 2008)

- A. Office space shall have windows in each exterior bay unless waived by the RPLQ.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.
- C. Fire rated glazing shall comply with ANSI Z97.1, Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test and CPSC 16CFR1201, Category 1, Safety Standard for Architectural Glazing Materials.

6.5. WINDOW COVERINGS (DEC 2005)

- 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 lease rate. 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 Contract Specialist. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contract Specialist.

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 Contract Specialist.
- 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 2000)

- A. Ceilings shall be at least 8 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall 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. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

- D. Should the ceiling be installed in the Government-demised area prior to construction of the Building Interior Design Requirements, 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 Building Interior Design Requirements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Building Interior Design Requirements.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contract Specialist:
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 regular edges or an equivalent pre-approved by the Contract Specialist. 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 2000)**
- A. LEASE:
1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
 2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
 3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
 4. *Testing:* 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. ALTERATIONS
1. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- 6.9. **LANDSCAPING (SEP 2000)**
- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, WWW.EPA.GOV/CPG.
- D. The RPLO shall approve the landscaping to be provided.
- 6.10. **FLAGPOLE AND DISPLAY (AUG 2008)**
- A. LEASE:
1. If the Government is the sole occupant of the building, a flag pole and associated hardware shall be provided at a location to be approved by the Contract Specialist or their designated representative. The flag pole and associated hardware shall be maintained by the Lessor. Access to raise and lower flags must be from the ground level. The flag pole shall extend a minimum of 30ft (9.14m) above the ground. The flag will be provided by the Lessor, as part of shell rent, and be replaced at all times during the lease term when showing signs of wear. Lessor shall be responsible proper disposal of worn flag per Federal Government flag disposal policy. Government will provide flag requirements. Lessor shall provide a spotlight on the flag to be switch and photocell controlled. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contract Specialist. 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.
- 6.11. **FACILITY IDENTIFICATION**
- A. If the Government is to be the sole occupant of the building, a suitable area (minimum of 12 feet x 5 feet) (3.66m x 1.52m) must be provided for a sign in front of the office and must provide a light fixture to illuminate the sign. Also, location must be such that the sign is visible from both directions of traffic. Lessor to provide sign in accordance with USDA signage specifications as furnished by USDA.

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 RPLO. 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. **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.

7.4. **ADHESIVES AND SEALANTS (SEP 2000)**

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

7.5. **DOORS: SUITE ENTRY (AUG 2008)**

BUILDING INTERIOR DESIGN REQUIREMENT INFORMATION:

Suite entry doors shall be provided as part of the Lease 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 Contract Specialist. Hollow core wood doors are not acceptable. They shall be operable by a single

7.6. DOORS: INTERIOR (AUG 2008)

Doors within the Government-demised area shall be provided as part of the Building Interior Design Requirements 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 Contract Specialist. 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.

A. LEASE:

B. ALTERATION INFORMATION:

7.8. DOORS: IDENTIFICATION (SEP 2000)

Door identification shall be installed in approved locations adjacent to office entrances as part of the Building Interior Design Requirement. The form of door identification shall be approved by the Contract Specialist.

A. LEASE:

B. ALTERATION INFORMATION:

- A. LEASE:

- INITIALS: ED & GOV'T
LESSOR

B. ALTERATION INFORMATION:

1. In the event the Government chooses to install a wall covering as part of the lease 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.

7.11. PAINTING (DEC 2007)

A. LEASE:

1. The Lessor shall bear the expense for all painting associated with the building. 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 lease, then the Lessor shall repaint, at the Lessor's expense, as necessary during lease.
2. Public areas shall be painted at least every 5 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 lease rent. Cyclical repainting of demised tenant spaces shall occur every 5 years of occupancy. 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. ALTERATION INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by the RPLO for painting shall be newly finished in colors acceptable to the RPLO.
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 Contract Specialist.
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.

7.12. FLOOR COVERING AND PERIMETERS (AUG 2008)

A. LEASE:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet tile, marble, granite, terrazzo or durable vinyl composite tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
3. Any alternate flooring must be pre-approved by the RPLO.
4. In addition to the building shell flooring discussed above, the Government-demised areas which are designated by RPLO for cyclic carpet tile replacement shall be recarpeted every 10 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. ALTERATION INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.
2. The use of existing carpet may be approved by the RPLO; 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 RPLO.

C. INSTALLATION:

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

D. FLOORING - REPAIR OR REPLACEMENT:

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

7.13. CARPET: BROADLOOM (AUG 2008)

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

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament premium grade nylon branded by a major fiber producer [e.g., Invista, Solutia, Shaw, Honeywell].
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contract Specialist. Refer to EPA's environmentally preferable purchasing web site, WWW.EPA.GOV/EPP.
3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 28 oz/ square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/square yard for level cut/uncut construction.
5. *Secondary Back.* The secondary back shall be made from 100% synthetic fibers for glue-down installation.
6. *Density.* The density shall be a minimum of 5,000 oz/ cubic yard.
7. *Pile Height.* The maximum pile height shall be 1/2 inch (13 mm). Exposed edges of carpet shall be fastened to floor surfaces and shall have trim along the entire length of the exposed edge.
8. *Static Buildup.* Static buildup shall be a maximum of 3.5 KV when tested in accordance with AATCC-134.

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

7.14. **CARPET TILE (AUG 2008)**

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

1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw , and Honeywell (formerly BASF)].
2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contract Specialist. 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 RPLO.

8.0 MECHANICAL, ELECTRICAL, PLUMBING

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

A. LEASE:

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. ALTERATION INFORMATION:

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

8.2. BUILDING SYSTEMS (AUG 2008)

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

8.3. ENERGY COST SAVINGS (AUG 2008)

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

B. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eere.energy.gov/femp web site, or call the FEMP Help Desk at 1-877-337-3463.

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

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

E. SUBMITTAL REQUIREMENT:

If renewable source power is purchased, provide documentation to the Contract Specialist within 9 months of occupancy.

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

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

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

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

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

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

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

8.5. DRINKING FOUNTAINS (AUG 2008)

A. LEASE:

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

8.6. TOILET ROOMS (AUG 2008)

A. LEASE:

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. LEASE:

- 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 30 percent men and 70 percent women.
- 2. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2

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

- 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. LEASE:

- 1. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- 2. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.
- 3. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

8.9. HEATING AND AIR CONDITIONING (AUG 2008)

A. LEASE:

- 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 Contract Specialist.
- 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. ALTERATION 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. LEASE:

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. LEASE:

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. ALTERATIONS 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. LEASE:

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. LEASE REQUIREMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as part of the Building Interior Design Requirement 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. The Telecommunications/LAN/WAN Specifications for New Building Requirements attached to this solicitation takes precedence when there is a conflict with the information contained in this paragraph.

8.14. TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

A. LEASE:

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. BUILDING INTERIOR DESIGN REQUIREMENT INFORMATION:

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

8.15. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)

A. LEASE REQUIREMENT INFORMATION:

1. The Lessor shall provide as part of the lease separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

8.16. 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 RPLO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the RPLO.

8.17. LIGHTING: INTERIOR AND PARKING (AUG 2008)

A. LEASE:

1. In accordance with subparagraph (10) of the, "Lease Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting cost, as follows:
 - a. Unless alternate lighting is approved by the RPLCO, modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted and approved by the RPLCO. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

B. ALTERATIONS REQUIREMENTS:

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 Lease Requirement. 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 alterations.
3. The design intent drawings may require a mixed use of recessed and pendant style fixtures in the leased space.
4. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter. Please see Security Requirements elsewhere in this solicitation.

9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

9.1. MEANS OF EGRESS (SEP 2007)

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

9.2. AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)

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

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 Contract Specialist 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 FSA 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 RPLO.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

9.7. RADON IN AIR (AUG 2008)

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

9.8. RADON IN WATER (AUG 2008)

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

9.9. HAZARDOUS MATERIALS (OCT 1996)

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

9.10. 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 FSA personnel.

9.11. 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 untenable 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 14 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 30 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

10.0 LEASE SECURITY STANDARDS

10.1. GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The RPLO (or the RPLO'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.FSA.gov.
2. The RPLO (or the RPLO'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 "lease" 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 (ALTERATIONS) (NOV 2005)

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

10.5. MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

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

10.6. ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The RPLO 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 (BUILDING INTERIOR DESIGN REQUIREMENT) (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 contract specialist (or 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. SECURE HVAC: OUTDOOR AIR INTAKES (LEASE) (NOV 2005)

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

1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.
2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.
3. *A security zone around outdoor air intakes shall be established.* When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

10.13. SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, RPLO and Contract Specialist for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

10.14. SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (LEASE)

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

10.15. 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:

Lessor is required to install Telecommunication (Voice and Data) service as a component of this lease in accordance with DR 3901-001 - Space Standards for International Technology Services (ITS) and DR 3902-001 - Wiring/Cabling Specifications for Service Center Agencies (SCA)."

11.2 LIST OF ATTACHMENTS TO SFO

- A. USDA SERVICE CENTER CONCEPT FLOOR PLAN
- B. Davis Bacon Wage Determination No. NE20080004
- C. GSA Form 3516A - Solicitation Provisions
- D. Form B - Document Security Notice to Prospective Bidders/Offerors
- E. GSA Form 3517A - General Clauses (Simplified Leases)
- F. GSA Form 1364 - Proposal to Lease Space
- G. GSA Form 1364 - 1 - Proposal to Lease Space Instructions
- H. GSA Form 1217 - Lessor's Annual Cost Statement
- I. GSA Form 3518A - Representations and Certifications (Short Form)
- J. GSA Form 12000 - Prelease Fire Protection and Life Safety Evaluation for a Low-Rise Office Building
- K. Pre-Lease Building Security Plan
- L. DR 3901-001 - Space Standards for International Technology Services (ITS)
- M. DR 3902-001 - Wiring/Cabling Specifications for Service Center Agencies (SCA)