

## SOLICITATION FOR OFFER XPRO 315

### **I. QUALIFICATION CRITERIA**

The Company will evaluate only those offers which meet the following Qualification Criteria.

- A. The total amount of space shall be a minimum of 26,200 contiguous net usable square feet of industrial warehouse and office space.
- B. Space offered shall be at a location within the City Limits of Oak Ridge, Tennessee.

### **II. EVALUATION CRITERIA**

- A. All offers must meet the requirements as set forth in the Solicitation.
- B. In addition, the following criteria will be numerically weighted and scored as part of the evaluation:

#### **1. Price (200 Points)**

Using criteria listed below, a competitive range will be established. For those offers remaining in the competitive range after the technical evaluation, the total proposed price for both the firm term and any optional terms will be weighted and scored. The lowest total price for an otherwise acceptable technical offer will receive the maximum points for this criterion. The remaining offers will receive a percentage of the available points based upon the ratio of the total price of the lowest offered price to the total price of the respective offer being ranked. The Company may select the low evaluated offer or may continue with additional negotiations and a request for final revised offers.

#### **2. Functionality and Location (300 Points)**

The facility will be assessed as to its operability as a property management area and space conducive to delivery, distribution and storage of property.

Location of facility in relation to the Oak Ridge National Laboratory.  
Accessibility to proposed facility by commercial carriers.

#### **3. Space Efficiency (300 points)**

This criterion will assess whether the proposed plan, interior layout, and parking areas will meet or exceed the Company's requirements including the requirements for office space. Simple, efficient layouts are sought.

4. Schedule for Occupancy (200 points)

Are all phases of the schedule for preparing the facility for occupancy included in the offer? Is the proposed schedule credible and realistic? Does the contractor/developer exhibit adequate evidence of his ability to meet the proposed schedule?

C. We reserve the right to solicit from any available sources relevant information concerning your business operations and to use this information in evaluation and selection.

**III. OFFER FORMAT**

A. Your offer should be concise, specific, and complete and should demonstrate a thorough understanding of the minimum requirements.

B. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete offer are not desired. Legibility, clarity, and completeness are much more important.

C. Your offer must be signed by an official authorized to bind your firm contractually and must be accompanied by a statement to the effect that your offer is firm for a period of not less than 60 calendar days after the closing date for receipt of offers.

D. To aid in our evaluation, your offer should address the following areas:

1. a. Functionality

Sketches or drawings must be provided which show the functional arrangements of the required space.

b. Location

A site plan identifying the address, location, and orientation of the facility on the required site must be provided.

c. Space Efficiency

As a minimum, the offeror must provide one-eighth (preferred) or larger scale plans for the proposed facility. Plans or drawings must include dimensions for functional space; specific identification of net usable square footage proposed; windows; hallways; restrooms; entrances; elevators (if required); loading dock(s); parking, including designated accessible routes from the parking area to main building entrance(s); electrical power availability, and heating, ventilation, and air conditioning including a building utilities operating plan.

A separate detailed listing of the space offered with corresponding square footage must accompany the plans; the listing may be in the same format as Table 2 of the Article X REQUIREMENTS document for both industrial warehouse and office space.

d. Schedule/Past Performance

This section shall include the proposed schedule adequately identifying tasks or work elements from the execution of a lease through completion or alterations of the building as required for occupancy. The schedule shall include sufficient detail and milestone definition for the Company's evaluation. The Offeror shall provide the best possible schedule for occupancy in days from execution of the lease agreement.

2. You must include your firm, fixed price for lease of space by completing the Offer to Lease Space (Oct 2000); GSA Form 1217, Lessor's Annual Cost Statement; and the Solicitation for Offer Unit Costs for Adjustment (OCT 2000) form.
3. Evidence of Capability to Perform - Your offer shall include:
  - a. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
  - b. The name of the proposed construction contractor, if any, and evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

- c. The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, if any, to practice in the state of Tennessee.
4. Other Information - You shall include in this section:
- a. A completed, signed copy of the attached Representations and Certifications – Lease of Real Property (Oct 2000).
  - b. Any exceptions that you take to the provisions of the proposed draft lease agreement (see IV below).
  - c. The names and telephone numbers of persons authorized to conduct negotiations for your firm.

**IV. LEASE TERMS AND CONDITIONS**

The provisions of the following articles and documents will become a part of the resulting lease:

- A. Lease for Real Property (reference draft)
- B. Solicitation for Offer Units Costs for Adjustment (OCT 2000)
- C. Terms and Conditions Lease of Real Property (Jun 2000)
- D. Representations and Certifications – Lease of Real Property (Oct 2000)
- E. Requirements Provisions (Article X REQUIREMENTS for this document)

**V. TIME FOR SUBMISSION OF OFFER**

Copies of your offer must be received on or before 4:00 p.m. local time, at the Oak Ridge National Laboratory, Oak Ridge, Tennessee, on March 26, 2004.

**VI. LEASE AWARD**

- A. Award may be made without discussion of offers received. Therefore, your initial offer should be submitted on the most favorable terms, from a price and technical standpoint. The lease will be awarded to the offeror whose offer will be most advantageous to the Company, price and other factors considered.
- B. It is the intent of the Company to award one firm, fixed-price lease agreement. After conclusion of negotiations, the Company will require the offeror selected

for award to execute the proposed draft Lease for Real Property document which reflects the agreement of the parties.

- C. There will be no public opening of offers. All offers will be confidential until the lease has been awarded. Evaluation of price offers in accordance with the evaluation criterion for price will be on the basis of the total price for the complete term, including all annual options. Pricing shall include provisions for supplying maintenance, including custodial requirements (e.g., janitorial); maintenance; water and sewer services; real property taxes and levies; landscaping and mowing of grounds; and electrical utilities and natural gas service. Electricity and/or natural gas will be metered separately and will be paid direct by the Company, apart from the lease agreement.

**VII. OFFER EXPENSES AND PRECONTRACT COSTS**

This request does not commit the Company to pay for any costs incurred in the preparation and submission of offers or for any other costs incurred prior to the execution of a lease.

**VIII. ACKNOWLEDGMENT OF AMENDMENTS**

If this Solicitation is amended, you must acknowledge receipt of the amendments (by number and date) in writing with the offer submitted in response to this Solicitation.

**IX. PREPARATION FOR OCCUPANCY**

- A. Within 10 days after award of the lease, the successful offeror shall submit to the Company a tentative design and construction schedule giving the dates on which the various phases of the project's construction or buildout, if required, will be completed to coincide with the proposed schedule as submitted in the offer. The finalized schedule is to be submitted no later than 20 days after award.
- B. Construction inspections will be made periodically by the Company to review compliance with the solicitation requirements and the final working drawings.
- C. The Company will not take occupancy of the facility until a Certificate of Use and Occupancy is issued by the appropriate local authority holding jurisdiction in the pertinent geographic area. Receipt of the Certificate of Occupancy does not relieve Lessor from meeting the requirements specified under **Article X REQUIREMENTS**.

**X. REQUIREMENTS**

**INDUSTRIAL WAREHOUSE SPACE**

**A. GENERAL ARCHITECTURAL**

**1.01 Work Performance**

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Company.

The Company will provide on-site inspection of all work in progress as well as post-completion. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements.

**1.02 Building Systems Certification**

Space offered must have a current occupancy permit issued by the local jurisdiction.

*Prior to occupancy, the Lessor shall furnish, at no cost to the Company, a certification bearing the seal of a registered architect/engineer(s), licensed to practice in the state of Tennessee, that the building and its systems, as designed and constructed, will satisfy the requirements of this lease and all applicable federal, state, and local building codes, fire codes, life safety codes, and accessibility codes in the municipality where the facility was constructed. The above seal will also indicate that the site and building design will also conform to the Technical Requirements of the Americans with Disabilities Act (ADA), entitled the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reference requirements as set forth in 28 CFR Part 36.*

**1.03 Space Efficiency**

The design of the space offered must be conducive to efficient layout and good utilization, while providing full accessibility for persons with disabilities.

The industrial warehouse space to be leased shall be a minimum of 25,000 net usable square feet of space suitable for the handling, sorting, and storage of property and equipment.

## 1.04 Energy Efficiency

### **New Construction**

Buildings to be constructed must be designed and constructed to comply with energy performance standards applicable to Federal, residential and commercial buildings, as set forth in 10 CFR Part 435.

### **Existing Space**

Preference will be given to those offers received which comply with, or propose to comply with the energy performance standards applicable to Federal, residential and commercial buildings as set forth in 10 CFR Part 435 and which are life cycle costed effective over the term of the lease.

## 1.05 Floor Plans After Occupancy

Within 45 days after occupancy, one set of reproducible or electronic, as-built, full floor plans, including industrial warehouse work area dimensions, drawn to a minimum scale of 1/8-in. equals 1-ft. showing the space under lease as well as entrances, corridors, stairways, ramps, loading docks, elevators (if required), rest rooms, and core areas and one set of as-built construction drawings must be provided to the Company.

## 1.06 Floors and Floor Load

All adjoining floor areas must be of a common level with sealed concrete floor surfaces required in the industrial warehouse space. Floor design in the industrial warehouse space area shall provide an average floor load of 500 pounds per square foot. Written certification of the floor load capacity, at no cost to the Company, by a registered engineer may be required. Calculations and structural drawings may also be required.

A written certification by a registered structural engineer may be required to certify that the building conforms to seismic requirements in accordance with the applicable (as of the date of construction of the proposed facility) edition of the Uniform Building Code (UBC) or National Building Code (NBC).

## 1.07 Exits and Access

All entrances, exits, stairs, corridors, aisles, and passageways that may be used by the Company shall comply with the ADA and the National Fire Protection Association (NFPA) Standard No. 101, except that there must be at least two separate exits available from every floor. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required

exit must be not less than 44-in. clear width. Scissor stairs only count as one exit. The two most remote exits on each floor must be separated by a distance equal to at least two-thirds the long rectangular dimension of the floor.

Access to the receiving area for the industrial warehouse space shall be so constructed as to provide ready access to the building with supplies and equipment without excessive lifting or material manipulation. Two loading dock areas with minimum 12-foot wide doors are required. The loading docks must also include a remote controlled leveling system. Reference Section 1.08; "Parking and Loading Zones."

### **1.08 Parking and Loading Zones**

A minimum of 100 parking spaces shall be provided for the Company and use by the public, with a minimum of 2 spaces closest to the building which should be designated for use by the physically disabled.

On-site parking must at least meet current local code requirements.

Spaces designated for use by the physically disabled should be at least 8-ft. wide with a 5-ft. access aisle to walks and ramps. Two accessible parking spaces may share a common aisle. These spaces should be designated so the disabled are not compelled to wheel or walk behind parked cars. If necessary, curb cuts or ramps shall be provided. Accessible spaces shall be designated as reserved for the disabled by a sign with a symbol of accessibility. Such signs shall not be obscured by a vehicle parked in the space.

A loading zone shall be provided adjacent to the receiving area of the building. Space designated for the loading zone shall be at least 12-ft. wide by 50-ft. long and appropriately designated for this use.

### **1.09 Accessibility for the Disabled**

#### **ACCESSIBILITY SHALL FULLY COMPLY WITH ADA REQUIREMENTS.**

**Walks:** At least one accessible route having no steps or abrupt changes in level shall be provided from the accessible parking space(s), public sidewalk(s), and transportation stop(s), if provided, into each accessible primary building entrance. Public walks in these access paths should be at least 36-in. wide with a slope no greater than 1-ft. rise in 20-ft. If an accessible walk is less than 60-in. wide, then it shall have level passing zones, spaced at no more than 200-ft. apart, measuring a minimum of 60-in. by 60-in. It shall be stable, firm, and slip resistant. Changes in level up to .25-in. may be vertical and without edge treatment. Level changes between .25-in. and less than .50-in. shall be beveled with a slope no greater than 1:2 ratio. Changes exceeding .50-in. shall be treated as a ramp. Whenever possible, gratings should not be located within or

along walks. Walks shall have a level platform at the top in accordance with the maneuvering clearance for doors.

**Ramps:** Where ramps are necessary or desired, they shall be of a non-slip surface, with a slope no greater than 1-ft. rise in 12-ft. They must have a minimum clear width of 3-ft. with level landings at the top and bottom of each ramp run. Each landing shall be as wide as the widest ramp run leading into it. Landings on a straight run ramp shall be a minimum 5-ft. in length. Intermediate landings for ramps turning directions shall be a minimum of 5-ft. by 5-ft. Continuous handrails shall be provided on both sides of all ramps with a vertical rise greater than 6-in. Ramps with vertical drop-offs greater than 6-in. shall have curbs, walls, railings, or projecting surfaces.

**Entrances:** At least one main entrance shall be accessible. It shall be connected by an accessible walk to parking for the disabled, public street(s), accessible elevator(s), and other accessible elements and spaces throughout the building. If power-operated entrance doors are provided, they shall comply with the provisions of American National Standards Institute (ANSI) 156.10 (1979). Where vestibules are provided, doors in a series, in a straight line, shall swing in the same direction or away from the space between doors, and be at a distance of 48-in. plus the width of any door swinging into the space.

Accessible entrances shall be identified by the international symbol of accessibility. The signs shall be located so that handicapped individuals approaching the building will be directed to the accessible entrance.

**Stairs:** If floors are serviced by an accessible elevator, then stairs connecting these floors need not meet the accessibility requirements in “Stairs” and “Handrails.”

All steps on a single flight of stairs shall have uniform riser heights and uniform tread widths. Open riser stairs are not permitted. Risers shall be sloped or the underside of the nosing shall have an angle of not less than 60° from the horizontal.

Stair treads shall not have abrupt nosings and shall be no less than 11-in. wide, measured from riser to riser. The radius of curvature at the leading edge of the tread shall be no greater than .5-in. The maximum nosing projection shall be no greater than 1.5-in.

Tactile warning indicators shall not be used to identify exit stairs.

**Handrails:** Stairs shall have continuous handrails on both sides that extend a minimum of 12-in. beyond the top riser and 12-in. plus the width of one tread on one side beyond the bottom riser. At the top, the 12-in. extension shall be parallel with the floor. At the bottom, the handrail shall continue to slope for a

distance of one tread width from the bottom riser with the 12-in. remainder being horizontal and parallel with the floor. The inside handrail on switchback, dogleg stairs or ramps shall always be continuous. Handrails shall not present a hazard and shall be either rounded or returned smoothly to the floor, wall, or post. All handrails and adjacent surfaces shall be free of any sharp or abrasive elements. Clear space between handrails and the wall shall be 1.5-in. Gripping surfaces shall be uninterrupted and mounted between 30 and 34-in. above stair nosings. The diameter or width of the gripping surfaces of a handrail shall be 1.25-in. to 1.5-in., or the shape shall provide an equivalent gripping surface. Handrails shall not rotate within their fittings.

## **B. Architectural Features and Finishes**

### **2.01 Ceilings**

Ceilings must be at least 15-ft. from the floor to the lowest obstruction except ceilings in the packaging and shipping area shall be at least 18-ft from the floor to the lowest obstruction.

Ceilings must be at least 9-ft. and no more than 11-ft. from the floor to the lowest obstruction in restrooms. The ceiling surface must be plaster or painted and taped gypsum board in restrooms.

### **2.02 Wall Coverings**

Prior to occupancy, all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13-ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Company, unless an alternate finish is approved by the Company.

### **2.03 Doors (Exterior)**

Exterior doors shall have a minimum opening of 36-in. width for a single door or 72-in. width for double doors shall be heavy duty, full flush, hollow steel construction, solid core wood, or aluminum-framed insulated tempered glass. Wood doors shall be at least 1.75-in. thick. Exterior doors shall be weather tight, equipped with automatic door closers, and shall open outward at least 90 degrees. Exterior double doors equipped with an astragal shall have an installed coordinator for proper closure. Rear entrance door(s) shall include a double door with a minimum opening of 72-in. by 80-in. adjacent to loading zone. Entrances into the industrial warehouse area shall be equipped with a bell or buzzer.

Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

#### **2.04 Doors (Interior)**

Doors must have a minimum opening of 36-in. by 80-in. Doors shall be 1.75-in. thick, solid core, mounted in metal frames. The maximum leaf size on exit doors is 4-ft.

#### **2.05 Doors (Maneuvering Clearances)**

The walk, landing or floor area for doors that open onto walkways, ramps, corridors, and other pedestrian paths of travel, shall be clear and level, with a slope no greater than 1:50 ratio and extend a minimum of 5-ft. from the swing side of the door, 4-ft. from the opposite side, a minimum of 1.50-ft. past the latch side (pull side), and a minimum of 1-ft. past the latch side (push side) of the door. Dimensions of the level maneuvering space at doors shall conform to ADA.

#### **2.06 Doors (Hardware)**

Doors must have heavy duty hardware with hardware stops (wall or floor mounted). All public use doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. Operating hardware on accessible doors shall have a grip and operation which facilitates use with one hand without tight grasping, tight pinching, or twisting of the wrist.

Outside and perimeter doors must be equipped with 5-pin, tumbler cylinder locks and strike plates and must be operable from the inside. The Company reserves the right to request cylinder locks on interior corridor doors, as required. All locks must be equipped with new core locks and be master keyed prior to occupancy. The Company must be furnished at least two master keys and two keys for each lock. The Lessor shall strictly account for all keys (exterior and interior) distributed to the Company and Lessor's support personnel, by location and use.

#### **2.07 Doors (Identification)**

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Company. Toilet, stairway, and corridor doors must be identified by the international symbol of accessibility at a height of 54 to 66-in. above the floor to the centerline of the sign, and wherever possible, mounted on the wall at the latch side of the door. Seldom-used doors to areas posing danger to the blind must have knurled or acceptable plastic abrasive coated handles. Tactile warning indicators shall be used to identify exit stairs. Exit doors must be provided with lighted signs, prominently displayed above the door.

## 2.08 Partitions

Partitions must be provided as necessary to surround stairs, corridors, elevator shafts, restrooms, janitor closets, and Company-occupied premises from other tenants on the floor. They shall extend from the structural floor slab to the ceiling.

## 2.09 Floor Coverings and Perimeters

Floor coverings are not required in open-space work areas designated for delivery, acceptance, testing and storage. In restrooms, floor covering may be either resilient flooring or terrazzo, unglazed ceramic tile, and/or quarry tile. Resilient flooring is to be used in break/kitchen areas as outlined in Section 2.22. Floor perimeters on partitions must be wood, rubber, vinyl, or carpet base.

## 2.10 Mechanical, Electrical, Plumbing (General)

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. The Lessor shall maintain preventative maintenance records for the life of the lease. Mains, lines, and meters for utilities shall be provided by the Lessor.

## 2.11 Drinking Fountains

The Lessor shall provide a minimum of two chilled drinking fountain on each floor of the Industrial Warehouse space. A fully recessed water fountain is not recommended.

## 2.12 Restrooms

Separate toilet facilities for men and women shall be provided on each floor occupied by the Company in the building. The facilities must be located so that employees will not be required to travel more than 300-ft. 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) separated by panels at least 2-ft. deep and 4-ft. high, and hot and cold water. Each toilet room shall also be equipped with recessed floor drains. Water closets and urinals shall not be visible when the exterior door is open. Each main toilet room shall contain:

### **Equipment:**

A mirror above the lavatory.

A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy unrestricted dispensing.

A coat hook on inside face of door to each water closet stall.

At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.

A sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.

Ceramic tile or comparable wainscot from the floor to a minimum height of 4-ft. 6-in.

A disposable toilet seat cover dispenser.

A counter area of at least 2-ft. 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.

**Toilets for the Disabled:** All public toilet rooms shall be located along an accessible path of travel and must have accessible fixtures, accessories, doors, and adequate maneuvering clearances. Facilities shall comply with ADA. The interior shall allow an unobstructed floor space of 5-ft. in diameter, measured 12-in. above the floor. At least one men's and one women's toilet room on each floor where the Company leases part of the floor, or all public toilet rooms where the Company leases the entire floor, shall have one toilet that:

Is 60-in. wide.

Has a minimum depth of 56-in. when wall mounted closets are used, or 59-in. when floor mounted closets are used.

Has a clear floor area.

Has a stall door located in the corner opposite the toilet and swings out.

Has sturdy grab bars on each side (front transfer stall) or on the side and back (side transfer stall). They shall be 33 to 36-in. high and parallel to the floor, 1.25-in. to 1.50-in. in outside diameter, with 1.50-in. clearance between rail and wall, and fastened securely at ends and center. They shall have no sharp edges and must permit the continuous sliding of hands.

Has a water closet mounted at a height from 17 to 19-in., measured from the floor to the top of the seat and 18-in. from a side stall wall. Hand-operated or automatic flush controls shall be mounted no higher than 44-in. above the floor.

**Alternate Toilet Stalls for the Physically Disabled:** A stall measuring at least 42-in. or 48-in. wide by 66-in. (preferably 72-in.) deep may be acceptable as determined by the Company.

**Accessible Lavatory:** At least one lavatory shall be mounted with the rim or counter surface no higher than 34-in. above the finished floor. Provide a clearance of at least 29-in. from the floor to the bottom of the apron. Faucets shall be lever operated, push type, or electronically activated for one hand operation without the need for tight pinching or grasping. Drain pipes and hot water pipes under a lavatory must be covered, insulated, or recessed far enough so that wheelchair individuals or individuals without sensation will not burn themselves.

**Other Accessibility Requirements:** One mirror with shelf shall be provided above the lavatory at a level no higher than 40-in. above the floor, measured from the top of the shelf and the bottom of the mirror. A common mirror provided for both the able and disabled must provide a convenient view for both. Toilet rooms for men shall have one wall-mounted urinal with an elongated lip, with the basin opening no more than 17-in. above the floor. Accessible floor-mounted stall urinals with basins at the level of the floor are acceptable. The toilet rooms shall have at least one towel rack, towel dispensers, and other dispensers and disposal units mounted no higher than 48-in. from the floor or 54-in. where side-reach is possible.

### 2.13 Locker/Shower Facility

Two (2) shower facilities, one (1) designated for women and one designated for men, shall be installed contiguous to the restroom areas. Showers must be constructed of tile or premolded fiberglass. Hot and cold water shall be provided to each shower. In addition, a partially enclosed area and bench for changing clothing shall be provided for each shower area with a minimum of three (3) lockers.

### 2.14 Restrooms (Fixture Schedule)

The toilet fixture schedule specified in Table 1. below shall be applied to each full floor for both the men's and women's restrooms. In men's facilities, urinals may be substituted for one-third of the water closets specified.

**Table 1.**

<b><u>Water Closets</u></b>	<b><u>Lavatories</u></b>
3	3

## **2.15 Break/Kitchen Area**

Break/kitchen area(s) shall contain sufficient electrical capacity to supply a drink machine, refrigerated vending machine, refrigerator(s), microwave oven(s), and a high volume coffee maker. Vending machines shall be provided and maintained by the Lessor.

Each break/kitchen area shall also be equipped with a minimum 6-ft. long counter including storage cabinets above and below with one minimum 30-in. wide accessible counter area with knee space clearance for a person using a wheelchair, in accordance with ADA. An accessible sink, equipped with sanitary drain, shall be located within the counter top area, with knee clearance below, and shall provide hot and cold potable water. Sufficient water connections shall be provided to accommodate refrigerator ice maker(s). A modern paper towel dispenser and waste receptacle shall also be located in this area, also conforming to the reach heights over obstructions as required by ADA.

## **2.16 Janitor Closets**

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors.

## **2.17 Ventilation**

Open space work areas shall be ventilated with a minimum six (6) air changes per hour.

Restrooms shall be ventilated with a minimum 15 air changes per hour. Provisions shall be made for night and weekend shutdown of restroom exhaust fans.

## **2.18 Electrical (General)**

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 will be enclosed. The enclosure may not be used for storage or other purposes. Distribution panels must be circuit breaker type with 10 percent spare power load and circuits; dedicated circuits for copy machines must be provided.

## **2.19 Electrical (Distribution)**

Electrical service to the industrial warehouse space portion of the facility shall provide a minimum of 400 amp, 240 volt, single-phase power available in each separate open space work area as specified by the Company. Electrical service shall include sufficient capability to charge batteries for a fork lift.

All floors must have 120/208 volt, 3-phase, 4-wire/60-Hertz electric service available. Duplex outlets shall be circuited separately from the lighting. A minimum of four duplex receptacles, rated at 20-amps 120-volts are required for each work area of the industrial warehouse space.

Break rooms must have a minimum of two dedicated circuits capable of accommodating refrigerator, microwave, ice machine, coffee machine(s), and vending machine(s). Reference Section 2.14 "Break/Kitchen Areas."

Electrical plans shall be submitted for Company approval prior to installation. Based upon review, the Company reserves the right to add additional receptacles, as required, prior to final plan approval.

## **2.20 Telephone and Data Equipment**

There shall be a central telecommunications area (room) in the facility as identified and provided by the Lessor. The telecommunications room(s) shall be located within the area it serves so that the maximum linear distance of cabling between the telecommunications room and the telecommunications outlets does not exceed 250-ft. for the industrial warehouse space.

The telecommunications room(s) shall be capable of being secured and shall be of sufficient size (refer to Section 2.22). Lessor shall furnish and install 4-ft. by 8-ft. sheets of 3/4-in. plywood mounted to walls, as required, in the telecommunications room(s). Electrical power (a 10 circuit lighting panel with 60 amp main circuit breaker) will be provided by dedicated circuit to accommodate the telecommunications equipment power requirements.

The Lessor will provide, or subcontract to another party, the supply and installation of continuous non-spliced internal voice and data wiring from the telecommunications room(s) to each separate work area. Prior to purchasing the voice and data cables, the Lessor shall contact a designated Telecommunications representative of the Company to review the cable requirements as described below. The Lessor shall not purchase the cables until approval has been granted by the Company's designated representative. The voice cable shall be National Electric Code (NEC) type CMP, 4-twisted pairs, 24 AWG solid copper, Underwriters Laboratory (UL) or Electrical Testing Laboratory (ETL) level 5. The data cable shall be NEC type CMP, 4-twisted pairs, 24 AWG solid copper, UL or ETL level 5. Each separate work area of industrial warehouse space, excluding the break/kitchen area, shall have two voice/data drops; one each located on opposite walls adjacent to duplex receptacle. Each voice/data drop shall consist of a voice and data cable, identified on both ends with the appropriate room number and outlet number, routed between the telecommunications room and the space being served. 12-in. (minimum) of spare cable shall be left at each voice/data drop for the Company's connection.

In the telecommunications room(s), a measure of cable equal to the floor-to-ceiling distance shall be left for the Company's connections. When cable consists of multiple runs, cable trays shall be provided to insure cable does not come into contact with suspended ceilings or other items.

The Company will provide, install, and maintain telecommunications equipment including telephones, multiplexers, interface equipment, and peripheral equipment, as required.

Plans denoting location of voice and data wiring drops shall be submitted for the Company's approval prior to installation. Based upon review, the Company reserves the right to add additional drops, as required, prior to final plan approval.

The Company's acceptance of the Lessor-provided and installed voice/data cable is contingent upon the Company's successful testing of the completed system, including wiring and terminations. Any problems associated with the Lessor-supplied cable and/or installation of the cable must be corrected by the Lessor at no additional cost to the Company

## **2.21 Lighting**

Modern low brightness, parabolic type 2-ft. by 4-ft. or 2-ft. by 2-ft. fluorescent fixtures using no more than 2.0 watts per square foot shall be provided. A lighting level of at least 20-ft. candles at foot level should be maintained in corridors providing ingress and egress to the Company leased space. One to 10-ft. candles or minimum levels sufficient to ensure safety should be maintained in other nonworking areas. When the space is not in use by the Company, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

Building entrances, exits, and parking areas must be lighted.

Outdoor parking areas shall have a minimum of 1-ft. candle of illumination at the walking surface.

## **2.22 Switches**

Switches and controls for lighting, heat, fire alarms, and all similar controls of frequent or essential use shall be placed no higher than 54-in. from the floor with 48-in. preferred. Switches shall be located on columns or walls by door openings.

### **2.23 Elevators (if required)**

The Lessor shall provide suitable and fully accessible passenger and freight elevator service to all leased space not having ground-level access. Service shall be available at all times for Company use. The Company shall be given 24-hour advance notice if the service is to be interrupted more than 1-1/2 hours. Interruption shall be scheduled for minimum inconvenience.

Elevators shall comply with American National Standards Institute Handbook (ANSI A 117.1-1986) and Section 4.10 of UFAS, entitled "Elevators." They shall also comply with local codes and ordinances.

### **2.24 Work Areas**

In addition to the schedule as stated below, there must be other rooms as indicated elsewhere, i.e., restrooms, mechanical rooms, janitor closets, etc.

There must be a central controlled registration area with space for a desk at the main entry area of the Industrial Warehouse Space, unless waived by Company. Installation and/or relocation of furniture within the leased space will be provided by the Company or a contractor satisfactory to the Company. All furniture will be provided by the Company.

A portable, fixed, or over head crane with a minimum capacity of five (5) tons is required in the industrial warehouse space.

The Company retains the right to install industrial shelving/racks suitable for storage of material on skids. The Company will provide the shelving/racks.

The space offered will contain at least the following work areas.

**Table 2.**

**Requested Work Areas and Net Usable Square Feet**

<b><u>DESCRIPTION OF WORK AREA*</u></b>	<b><u>NET SQUARE FT MINIMUM</u></b>	<b><u>MINIMUM DISTANCE ON DIRECTION (FT)</u></b>	<b><u>REMARKS</u></b>
Industrial Warehouse Space	23,620	50	Two (2) to four (4) loading docks (two (2) minimum) and one drive-through door. Includes a caged storage area ~ 1,200 square feet (cage material to be provided by the Company).
Packing & Shipping Area	400	20	
Auction Platform Area including steps	100	10	Electrical service with data line drop
Registration Area at Entrance	80	10	4' high partitions with counter on one partition
Record Storage Area	400	12	
Personal Computer Test Area	400	20	Minimum 20 each 110 volt electrical outlets, spaced at equal distances.
<b>Total Net Square Footage</b>	<b>25,000</b>		

\* Floor surfaces in these areas shall be sealed concrete suitable for access by forklift.

**2.25 PA System**

Facility shall be equipped with a PA System which can be heard throughout the entire indoor space and adjacent outdoor space. Controls for PA System shall be located in office area as stated in this document.

**3.00 SERVICES, UTILITIES, AND MAINTENANCE**

**3.01 General**

The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### 3.02 Normal Hours

Services, utilities, and maintenance shall be provided daily except Saturdays, Sundays, and Company holidays. Normal duty hours are 7:00 a.m. to 5:00 p.m. On duty days, heating and ventilation shall be for 24 hours. The building must be at least 65 degrees Fahrenheit by 6:30 a.m. in the winter and down to or lower than 78 degrees Fahrenheit by 6:30 a.m. in the summer.

### 3.03 Overtime Usage

The Company shall have access to the leased space at all times, including the use of elevators, toilets, lights, and heating and ventilation systems.

### 3.04 Utilities

The Lessor shall ensure that utilities necessary for operation are provided. The Lessor shall provide separate metering as required for electrical/gas service and the Lessor will be responsible for paying the monthly electrical/gas costs for the building (or that portion of the building leased by the Company), for that service as a part of rent.

### 3.05 Security

The Lessor's facility shall be equipped with intrusion alarms to prevent illegal entry or loitering in the space leased and to prevent unauthorized entry during off-duty hours. Wires from intrusion detection systems shall not be exposed to casual viewing. Reporting of the intrusion alarm system shall be to the local police department having jurisdiction. Telephone lines for this reporting shall be safeguarded as satisfactory to the Company.

### 3.06 Janitorial Services

Cleaning shall be performed before 5:00 p.m. The Lessor shall maintain the leased premises, including outside areas and landscaping, in a clean condition, and shall provide supplies and equipment. The following schedule describes the level of services intended.

Performance will be based on the Company's evaluation of results, not the frequency or method of performance.

**Daily:** Empty trash receptacles and clean ashtrays. Sweep entrances, floor surfaces, and all lobbies and corridors, except storage areas. 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. If unlined, or if the liner has failed, wash inside and out or steam clean cans used for collection of food remnants from snack bars and

vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

**Weekly:** Damp mop and spray buff all resilient floors in restrooms and break/kitchen areas. Sweep storage area, sidewalks, parking areas, and driveways (weather permitting).

**Monthly:** Sweep and seal all concrete floor surfaces including storage areas.

**Every Two Months:** Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames.

**Three Times a Year:** Dust wall surfaces within 70-in. of the floor, vertical surfaces, and under surfaces. Clean metal and marble surfaces in the registration area.

**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 heavy traffic areas.

**As Required:** Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, starters and battery packs (as appropriate). Replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.

### 3.07 Maintenance Services and Testing of Systems

The Lessor is responsible for the total maintenance and repair of the leased premises. 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 must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be retained by the Lessor and provided to the Company upon request.

Without any additional charge, the Company reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc., to ensure proper operation. These tests shall be witnessed by a representative of the Company.

**Every Three Years:** Paint all public and high traffic public areas. Includes moving and return of furniture.

### **3.08 Schedule of Periodic Services**

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

### **3.09 Building Operating Plan**

The Company shall have control over all start-up and shut-down times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing, which is necessary for the operation of the building.

### **3.10 Landscape Maintenance**

Performance will be based on the Company's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as-needed basis. In addition, dead or dying plants are to be replaced.

## **D. SAFETY AND FIRE PREVENTION**

### **4.01 Code Violations**

Space offered must have a current occupancy permit issued by the local jurisdiction. If the local jurisdiction does not issue occupancy permits, Offerors should consult the Company to determine if other documentation may be needed. Equipment, services, or utilities furnished and activities or other occupants shall be free of safety, health, and fire hazards and from accessibility obstructions. When hazards or obstructions are detected, they must be promptly corrected at the Lessor's expense.

### **4.02 Portable Fire Extinguishers and Smoke Detectors**

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Mounting heights, cabinet controls and accessibility (including weights) shall also comply with ADA.

At least two smoke detectors shall be provided on each occupied (leased) floor. They shall be tested at least twice per year and maintained in good operating order by the Lessor. The detectors shall be placed so as to provide the best effective coverage of the floor space on each level. Engineered smoke control

systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

#### **4.03 Sprinkler System**

Automatic sprinkler requirements are as follows:

- a. When the Company leases less than 35,000 net usable square feet of space on the sixth floor or above, all floors up to and including the floor of occupancy must be sprinklered (including garage areas under lease by the Company), or an equivalent level of safety provided. When the Company leases greater than 10,000 net usable square feet on the ground floor of any facility, the entire ground floor of the facility must include an automatic sprinkler system, or an equivalent level of safety provided. For leases exceeding 35,000 net usable square feet, then the entire building must be sprinklered, or an equivalent level of safety provided.
- b. All floors on which the Company occupies below grade space, regardless of the amount, must be sprinklered, unless the Company's evaluation of safety indicates that acceptable safety is provided without the required sprinklers.

Whenever required in the building, automatic sprinklers shall conform to NFPA Standard No. 13, 13D, or 13R, whichever is appropriate for the type of building and occupancy being protected, and include an alarm signaling system with appropriate warning signals installed in accordance with NFPA Standard No. 72. Sprinklers shall have electrically supervised control valves, and have waterflow alarm switches connected to automatically notify the local fire department or central station, in accordance with NFPA Standards. The notification to the fire department or central station shall be accomplished through the building fire alarm system.

- c. All hazardous areas of the entire building, as defined in NFPA Standard No. 101 (known as Life Safety Code), in which the Company occupies space must be sprinklered or an equivalent level of safety provided.

#### **4.04 Manual Fire Alarm System**

A manual fire alarm system shall be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 71 and 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station (NFPA Standard No. 71). Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

In all new construction, and in existing buildings where the fire alarm system is being replaced or installed, the fire alarm system is required to have the following:

1. (Noncoded) audible and visible alarm devices in accordance with NFPA Standard No. 72, or
2. (Noncoded) audible and visible alarm devices in accordance with NFPA Standard No. 72 and an equivalent specialized warning system for the hearing impaired. When utilizing visible alarm devices, the indirect primary signaling method is recommended to be used. Also, notification characteristics of the audible and visual alarm devices shall be in accordance with NFPA Standard No. 72.

#### **4.05 Exit and Emergency Lighting**

Emergency lighting must provide at least .5-ft. candle of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails, except that in buildings six stories or less, the system may be powered from connections to separate substations or to a network system from the public utility. Automatic switching must be provided for the emergency power supply.

#### **4.06 Alternative Fire Protection Features**

If space cannot meet detailed safety and fire prevention requirements, alternative means of protection (an equivalent level of safety) will be considered. For example, if stairways are too narrow, automatic sprinkler protection throughout the building may make the space acceptable. All offerors must provide with their offer a written analysis from a registered fire protection engineer demonstrating that an equivalent level of safety for the offered building exists. This analysis must include certification by the engineer that the alternative protection will achieve a level of safety equal to or greater than that provided by automatic sprinkler systems. The certification must also include the engineer's seal and registration number. All analyses must be reviewed and approved by the Company prior to leasing the space.

#### **4.07 Fire Doors**

Fire doors shall conform with NFPA Standard No. 80.

#### **4.08 Indoor Air Quality**

Control of contaminants at the source and operation of the space shall be conducted in such a manner that indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas are as follows: CO - 9 parts per million (PPM) time weighted averaged (TWA—8-hour sample); CO<sub>2</sub> - 1000 PPM (TWA); HCHO - 0.1 PPM (TWA).

Indoor air quality complaints shall be investigated promptly at no cost to the Company. Controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.) shall be performed.

The Company reserves the right to conduct independent indoor air quality assessments and detailed studies in space it occupies, as well as in space serving the Company leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Company in its assessments and detailed studies by making available information on building operations and activities, providing access to space for assessment and testing, if required, and implement corrective measures required by the Company.

#### **4.09 Asbestos**

Space shall have no asbestos-containing materials (ACM), except ACM in a stable, solid matrix (e.g., vinyl asbestos tile or asbestos cement panels) which is not damaged or subject to damage by routine operations. This includes common building areas, ventilation systems, zones serving the space offered, the area above suspended ceilings, and engineering space in the same ventilation zone as the space offered. Space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations may be considered as an alternate by the Company.

Space in buildings containing ACM any type or condition may be upgraded to meet the conditions described above by removal of ACM not meeting those conditions. The Lessor shall certify, prior to occupancy, the successful completion of the removal in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.

If the space offered contains ACM, an asbestos-related operations and maintenance plan shall be submitted to the Company for approval, prior to lease award. This plan must 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, an occupant safety plan and a description of the methods of abatement and

reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, shall be provided to the Company at least 4 weeks prior to the abatement work.

#### **4.10 Radon Measurement and Corrective Action**

Radon levels in space leased to the Company shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes of 4 picocuries per liter (pCi/l). Lessor agrees to measure the premises for radon and mitigate radon levels which equal or exceed 4 pCi/l. The portion of the space proposed for lease to the Company that is in ground contact or closest to the ground up to and including the second floor (e.g., if space offered is on the third floor and/or above, no measurements are required) shall be measured by the Lessor for radon and the results certified on a form provided by the Company (see GSA Form 3518, Representations and Certifications). Radon detectors shall be placed throughout the required area to ensure each detector covers no more than 2,000 net usable square feet. Radon must be measured:

1. For a minimum of 90 days using either Alpha Track Detectors or Electret Ion Chambers, herein called the "Standard Test." The Lessor shall submit the certification within 30 days after the test is complete, but no later than 150 days after award, unless the Company determines that there is not enough time for the Standard Test, in which case,
2. The Lessor shall measure Alpha Track Detectors for a minimum period of 2 to 4 weeks or Charcoal Canister or Electret Ion Chambers for a period of 2 to 3 days, herein called the "Short Test," as determined by the Company. The Lessor shall complete the Short Test not later than 1 week after lease award and submit the certification no later than 7 days after the completion of the measurements. Follow-up measurements using the Standard Test shall be completed as set forth under (1) above.

All laboratory detector analyses shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program.

If space offered for lease to the Company is in a building under construction or proposed for construction, the Lessor shall perform, if possible, the Standard Test for radon before or during building construction and submit the required certification to the Company within 30 days after the test is completed, but prior to Company's occupancy of the space. If it is not possible to complete the Standard Test before, or during buildout, the Short Test shall be completed before occupancy and the radon certification submitted not later than 7 days after completion. In addition, the Standard Test shall be completed not later than 150 days

after occupancy and the radon certification shall be submitted within 30 days after completion.

If measurements, as required by this paragraph, reveal radon levels at or above 4 pCi/l, the Lessor shall develop a plan of correction action. The Lessor shall carry out the plan prior to occupancy by the Company. If Lessor's measurements taken after occupancy reveal radon levels at or above 4 pCi/l, the Lessor shall develop and carry out a plan of correction action as set forth below, to include follow-up measurements using the Standard Test after the correction action is completed. If the Lessor fails to exercise due to diligence, or is otherwise unable to correct excessive radon levels, the Company, at its sole discretion, may terminate the lease. The Company reserves the right to measure radon in the space it leases at any time during the term of the lease. If radon at or above 200 pCi/l is detected, the Lessor shall initiate correction action to reduce the level to below 4 pCi/l. If radon at or above 200 pCi/l is detected, the Lessor shall restrict the use of the area and provide comparable temporary space, as agreed by the Company, for the tenants until the correction action is completed. Follow-up measurements using the Standard Test shall be conducted by the Lessor to assess the effectiveness of the correction action. All corrective action, tenant relocation, and follow-up measurement shall be provided by the Lessor at no additional cost to the Company. The Lessor shall provide the Company with prior written notice of any proposed corrective action or tenant relocation.

#### **4.11 Occupational Safety and Health Administration (OSHA) Requirements**

It is the Company's policy to lease space which does not expose the occupant to undue safety and environmental risks.

The Lessor agrees to comply with OSHA Standards which are located at Title 29 of the Code of Federal Regulations (29 CFR 1910 and 1926).

All tools and equipment provided by the Lessor for Company use must comply with the applicable standards of 29 CFR 1910.

Any construction/repair and alteration work done for/by the Lessor shall comply with the current edition of the OSHA Standards for Construction Industry, 29 CFR 1926 and applicable portions of 29 CFR 1910.

### **OFFICE SPACE**

#### **1.01 Quality and Appearance of Building Exterior**

The building must be of "first-class" quality and sound and substantial construction with a potential for efficient layout. The space offered should be located in a building with facade of stone, marble, brick, pre-cast concrete panels, stainless steel, aluminum, wood, or other normally accepted building material in good condition, acceptable to the Company. The following materials are acceptable for the exterior wall skin: masonry (no painted finish), architecturally finished concrete; and insulated composite building panels with decorative aggregate or textured fiber reinforced cement material (example: DRYVIT SYSTEM) exterior finish.

The building should be compatible with its surroundings. Overall the building should project a professional appearance. The entry shall be an integral part of the structure, not "tacked on." The main entry shall lead directly to a reception area that will serve as a single-point of control for the Company's space.

The building should have energy efficient windows or glass areas consistent with the structural integrity of the building. The facade, down spouts, roof trim, and window casings are to be clean and in good condition. If restoration work is underway or proposed, then architectural plans acceptable to the Company must be submitted as part of the offer. The building shall be developed and designed, or renovated in case of an existing building, by a licensed architect.

#### **1.02 Landscaping**

Where topographical conditions permit, the site shall be landscaped with trees and shrubbery.

#### **1.03 Work Performance**

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Company.

The Company will provide on-site inspection of all work in progress as well as post-completion. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements.

#### **1.04 Building Systems Certification**

Space offered must have a current occupancy permit issued by the local jurisdiction.

*Prior to occupancy, the Lessor shall furnish, at no cost to the Company, a certification bearing the seal of a registered architect/engineer(s), licensed to practice in the state of Tennessee, that the building and its systems, as designed and constructed, will satisfy the requirements of this lease and all applicable*

*federal, state, and local building codes, fire codes, life safety codes, and accessibility codes in the municipality where the facility was constructed. The above seal will also indicate that the site and building design will also conform to the Technical Requirements of the Americans with Disabilities Act (ADA), entitled the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Reference requirements as set forth in 28 CFR Part 36. This will include accessibility to the site (including distributed accessible parking and accessible routes to building entrances), building entrances, access to common-use areas such as lobbies, corridors, meeting rooms, libraries or resource rooms, public telephones and water fountains, vending and break areas, and fully accessible rest rooms.*

#### **1.05 Space Efficiency**

The design of the space offered must be conducive to efficient layout and good utilization, while providing full accessibility for persons with disabilities.

The space to be leased shall be a minimum of 2,825 net usable square feet of office space. The office space must be contiguous with the Industrial Warehouse space required by this solicitation or within a reasonable walking distance to the Industrial Warehouse Space.

#### **1.06 Energy Efficiency**

##### **New Construction**

Buildings to be constructed must be designed and constructed to comply with energy performance standards applicable to Federal, residential and commercial buildings, as set forth in 10 CFR Part 435.

##### **Existing Space**

Preference will be given to those offers received which comply with, or propose to comply with the energy performance standards applicable to Federal, residential and commercial buildings as set forth in 10 CFR Part 435 and which are life cycle costed effective over the term of the lease.

#### **1.07 Floor Plans After Occupancy**

Within 45 days after occupancy, one set of reproducible, as-built, full floor plans including room and open space work area dimensions, drawn to a minimum scale of 1/8-in. equals 1-ft. showing the space under lease as well as entrances, corridors, stairways, ramps, loading docks, elevators, rest rooms, and core areas and one set of as-built construction drawings must be provided to the Company. A drawing detailing HVAC zones/service areas shall also be supplied.

### **1.08 Floors and Floor Load**

All adjoining floor areas must be of a common level with sealed concrete floor surfaces required in industrial warehouse open space work area. All other floor areas and office space must have a non-slip surface treatment which is acceptable to the Company. Office areas shall have a minimum uniform live load capacity of 150 pounds per square foot live load plus 50 pounds per square foot dead load. Floor design for office space areas shall also provide for support of a concentrated load of 2,000 pounds placed on a 2.5-ft. square portion of the floor area where the resultant stresses would be higher than from the uniform live load requirement. Floor design in open space areas shall provide for support of a concentrated load of 40,000 pounds placed on a 2.5-ft. square portion of the floor area where the resultant stresses would be higher than from the uniform live load requirement. Storage areas shall have a minimum live load capacity of 225 pounds per square foot, including moveable partitions. Written certification of the floor load capacity, at no cost to the Company, by a registered engineer may be required. Calculations and structural drawings may also be required.

A written certification by a registered structural engineer may be required to certify that the building conforms to seismic requirements in accordance with the applicable (as of the date of construction of the proposed facility) edition of the Uniform Building Code (UBC) or National Building Code (NBC).

### **1.09 Exits and Access**

All entrances, exits, stairs, corridors, aisles, and passageways that may be used by the Company shall comply with the ADA and the National Fire Protection Association (NFPA) Standard No. 101, except that there must be at least two separate exits available from every floor. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required exit must be not less than 44-in. clear width. Scissor stairs only count as one exit. The two most remote exits on each floor must be separated by a distance equal to at least two-thirds the long rectangular dimension of the floor.

Main entrance door(s) shall be equipped with air-lock vestibule. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

Access to the office space area shall be so constructed as to provide ready access to the building with supplies and equipment without excessive lifting or material manipulation. A double door entrance to the building is required.

### **1.10 Windows**

Office space must have windows on exterior perimeter walls, unless waived by the Company.

All windows shall be weather tight. Operable windows must be equipped with locks and screens.

#### 1.11 Windows (Anti-Intrusion)

Off-street, ground-level windows and those accessible from fire escapes and adjacent roofs must have exterior grilles or anti-intrusion alarm systems to deter forcible entry.

#### 1.12 Parking and Loading Zones

A minimum of 5 parking spaces shall be provided for the office space for Company use, with a minimum of 2 spaces closest to the building which should be designated for use by the physically disabled.

On-site parking must at least meet current local code requirements.

Spaces designated for use by the physically disabled should be at least 8-ft. wide with a 5-ft. access aisle to walks and ramps. Two accessible parking spaces may share a common aisle. These spaces should be designated so the disabled are not compelled to wheel or walk behind parked cars. If necessary, curb cuts or ramps shall be provided. Accessible spaces shall be designated as reserved for the disabled by a sign with a symbol of accessibility. Such signs shall not be obscured by a vehicle parked in the space.

A loading zone shall be provided adjacent to the double door exit of the building. Space designated for the loading zone shall be at least 12-ft. wide by 12-ft. long and appropriately designated for this use.

#### 1.13 Accessibility for the Disabled

### **ACCESSIBILITY SHALL FULLY COMPLY WITH ADA REQUIREMENTS.**

**Walks:** At least one accessible route having no steps or abrupt changes in level shall be provided from the accessible parking space(s), public sidewalk(s), and transportation stop(s), if provided, into each accessible primary building entrance. Public walks in these access paths should be at least 36-in. wide with a slope no greater than 1-ft. rise in 20-ft. If an accessible walk is less than 60-in. wide, then it shall have level passing zones, spaced at no more than 200-ft. apart, measuring a minimum of 60-in. by 60-in. It shall be stable, firm, and slip resistant. Changes in level up to .25-in. may be vertical and without edge treatment. Level changes between .25-in. and less than .50-in. shall be beveled with a slope no greater than 1:2 ratio. Changes exceeding .50-in. shall be treated as a ramp. Whenever possible, gratings should not be located within or

along walks. Walks shall have a level platform at the top in accordance with the maneuvering clearance for doors.

**Ramps:** Where ramps are necessary or desired, they shall be of a non-slip surface, with a slope no greater than 1-ft. rise in 12-ft. They must have a minimum clear width of 3-ft. with level landings at the top and bottom of each ramp run. Each landing shall be as wide as the widest ramp run leading into it. Landings on a straight run ramp shall be a minimum 5-ft. in length. Intermediate landings for ramps turning directions shall be a minimum of 5-ft. by 5-ft. Continuous handrails shall be provided on both sides of all ramps with a vertical rise greater than 6-in. Ramps with vertical drop-offs greater than 6-in. shall have curbs, walls, railings, or projecting surfaces.

**Entrances:** At least one main entrance shall be accessible. It shall be connected by an accessible walk to parking for the disabled, public street(s), accessible elevator(s), and other accessible elements and spaces throughout the building. If power-operated entrance doors are provided, they shall comply with the provisions of American National Standards Institute (ANSI) 156.10 (1979). Where vestibules are provided, doors in a series, in a straight line, shall swing in the same direction or away from the space between doors and be at a distance of 48-in. plus the width of any door swinging into the space.

Accessible entrances shall be identified by the international symbol of accessibility. The signs shall be located so that handicapped individuals approaching the building will be directed to the accessible entrance.

**Stairs:** If floors are serviced by an accessible elevator, then stairs connecting these floors need not meet the accessibility requirements in “Stairs” and “Handrails.”

All steps on a single flight of stairs shall have uniform riser heights and uniform tread widths. Open riser stairs are not permitted. Risers shall be sloped or the underside of the nosing shall have an angle of not less than 60 degrees from the horizontal.

Stair treads shall not have abrupt nosings and shall be no less than 11-in. wide, measured from riser to riser. The radius of curvature at the leading edge of the tread shall be no greater than .5-in. The maximum nosing projection shall be no greater than 1.5-in.

Tactile warning indicators shall not be used to identify exit stairs.

**Handrails:** Stairs shall have continuous handrails on both sides that extend a minimum of 12-in. beyond the top riser and 12-in. plus the width of one tread on one side beyond the bottom riser. At the top, the 12-in. extension shall be parallel with the floor. At the bottom, the handrail shall continue to slope for a

distance of one tread width from the bottom riser with the 12-in. remainder being horizontal and parallel with the floor. The inside handrail on switchback, dogleg stairs or ramps shall always be continuous. Handrails shall not present a hazard and shall be either rounded or returned smoothly to the floor, wall, or post. All handrails and adjacent surfaces shall be free of any sharp or abrasive elements. Clear space between handrails and the wall shall be 1.5-in. Gripping surfaces shall be uninterrupted and mounted between 30 and 34-in. above stair nosings. The diameter or width of the gripping surfaces of a handrail shall be 1.25-in. to 1.5-in., or the shape shall provide an equivalent gripping surface. Handrails shall not rotate within their fittings.

## **B. ARCHITECTURAL FEATURES AND FINISHES**

### **2.00 General**

Paint colors, tiles, carpet, door finishes, cove base, etc., shall be color coordinated. Selection of these items must be approved by the Company.

### **2.01 Ceilings**

Ceilings must be at least 9-ft. and no more than 11-ft. from the floor surface to the lowest obstruction. Areas with raised flooring must also maintain these limitations above the finished raised flooring. Protrusions of fixtures into traffic ways shall be avoided.

In the building protected throughout by a sprinkler system meeting the Company's approval, ceilings and interior finishes in areas not part of the normal exit may have flame spread and smoke development limits of 200, in lieu of 25 for the flame spread and 50 for smoke development (ASTM E-84). In sprinkler-protected exits or enclosed corridors leading to exits, ceilings and interior finishes may be composed of materials having a flame spread rating of 75 or less and a smoke development rating of 100 or less in lieu of 25 for flame spread and 50 for smoke development (ASTM E-84).

Ceilings must be flat plane in each room with fluorescent recessed fixtures. Ceilings are to be finished as follows unless an alternate finish is approved by the Company.

**Restrooms:** Plaster or painted and taped gypsum board. (Not applicable to office space.)

**Offices and Conferences Rooms:** Mineral acoustical tile or lay-in panels with textured or patterned surface and concealed grid, regular edges or equivalent quality to be approved by the Company.

**Corridors and Eating/Galley Areas:** Plaster or painted and taped gypsum board or mineral acoustical tile.

(Reference Section 2.18, "Acoustical Requirements," for additional specifications.)

## 2.02 Wall Coverings

**Physical Requirements:** Prior to occupancy, wall coverings in office space areas are to be generally flat surfaces with a finish approved by the Company.

Prior to occupancy, all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13-ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Company, unless an alternate finish is approved by the Company.

Prior to occupancy, all elevator areas, if required, which access the Company's leased space, hallways within or accessing the Company's leased space, and eating/break areas within the Company's leased space are to be covered with vinyl wall coverings not less than 22-ounces per square yard as specified in FS CCC-W-408C, or equivalent quality as approved by the Company, unless an alternate finish is approved by the Company.

**Replacement:** All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings (except where wall covering has been damaged due to the negligence of the Company) any time during the occupancy by the Company if it is torn, peeling, or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work is to be done after working hours.

## 2.03 Doors (Exterior)

Exterior doors shall have a minimum opening of 36-in. width for a single door or 72-in. width for double doors, shall be heavy duty, full flush, hollow steel construction, solid core wood, or aluminum-framed insulated tempered glass. Wood doors shall be at least 1.75-in. thick. Exterior doors shall be weather tight, equipped with automatic door closers, and shall open outward at least 90 degrees. Exterior double doors equipped with an astragal shall have an installed coordinator for proper closure. Rear entrance door(s) shall include a double door with a minimum opening of 72-in. by 80-in. adjacent to loading zone.

Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

#### **2.04 Doors (Interior)**

Doors must have a minimum opening of 36-in. by 80-in. Doors shall be 1.75-in. thick, solid core, mounted in metal frames. The maximum leaf size on exit doors is 4-ft. They must be flush, natural wood, veneer faced, or equivalent finish as approved by the Company. They shall be operable by a single effort and must be in accordance with Uniform Building Code requirements. All designated exit doors must open at least 90 degrees in the direction of travel for personnel egress.

#### **2.05 Doors (Maneuvering Clearances)**

The walk, landing or floor area for doors that open onto walkways, ramps, corridors, and other pedestrian paths of travel, shall be clear and level, with a slope no greater than 1:50 ratio and extend a minimum of 5-ft. from the swing side of the door, 4-ft. from the opposite side, a minimum of 1.50-ft. past the latch side (pull side), and a minimum of 1-ft. past the latch side (push side) of the door. Dimensions of the level maneuvering space at doors shall conform to ADA.

#### **2.06 Doors (Hardware)**

Doors must have heavy duty hardware with hardware stops (wall or floor mounted). All public use doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. Operating hardware on accessible doors shall have a grip and operation which facilitates use with one hand without tight grasping, tight pinching, or twisting of the wrist.

Outside and perimeter doors must be equipped with 5-pin, tumbler cylinder locks and strike plates and must be operable from the inside. The Company reserves the right to request cylinder locks on interior corridor doors, as required. All locks must be equipped with new core locks and be master keyed prior to occupancy. The Company must be furnished at least two master keys and two keys for each lock. The Lessor shall strictly account for all keys (exterior and interior) distributed to the Company and Lessor's support personnel, by location and use.

#### **2.07 Doors (Identification)**

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Company. Toilet, stairway, and corridor doors must be identified by the international symbol of accessibility at a height of 54 to 66-in. above the floor to the centerline of the sign, and wherever possible, mounted on the wall at the latch side of the door. Seldom-used doors to areas posing danger to the blind must have knurled or

acceptable plastic abrasive coated handles. Tactile warning indicators shall be used to identify exit stairs. Exit doors must be provided with lighted signs, prominently displayed above the door.

## **2.08 Partitions (General)**

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Company's standards and layout requirements.

### **2.08.01 Partitions (Permanent)**

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and Company-occupied premises from other tenants on the floor. They shall extend from the structural floor slab to the structural ceiling slab.

### **2.08.02 Partitions (Subdivision)**

Subdividing partitions shall comply with local requirements. They must extend from the finished floor to at least the finished ceiling. The Company will not be responsible for demolition expense of existing improvements necessary to satisfy space requirements.

Partitions may be pre-finished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions. Where partitions do not extend above suspended ceiling, acoustical insulation shall be provided in the space above the ceiling to ensure that inter-office sound transmissions are minimized and on the order of that to be expected of the walls continued to the underside of the structural system above.

(Reference Section 2-17, "Acoustical Requirements," for additional specifications.)

### **2.08.03 Partitions (Movable)**

All movable partitions will be supplied by the Company.

## **2.09 Floor Coverings and Perimeters**

In all office space areas, floor covering may be either resilient flooring or carpet except as otherwise specified in this solicitation. Floor perimeters on partitions must be wood, rubber, vinyl, or carpet base.

**Office and Support Areas:** Prior to occupancy, carpet or carpet tiles must cover all office floor areas, partitioned or un-partitioned, including interior hallways,

conference rooms, lobby areas, and other support areas as identified by the Company.

**Break/Kitchen Areas:** Resilient flooring is to be used in break/kitchen areas as outlined in Section 2.26, "Rooms." (Break/kitchen area to be located in or adjacent to the industrial warehouse space.)

**Toilet and Service Areas:** Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Company. (Not applicable to office space.)

**Carpet (Physical Requirements):** Any carpet to be newly installed must meet the following specifications and be approved by the Company prior to installation.

**Pile Yarn Content:** Staple filament or continuous filament branded soil-hiding nylon, wool/nylon, or olefin combinations.

**Carpet Pile Construction:** Level loop, textured loop, tufted level loop, level cut pile, or level cut/uncut pile.

**Pile Weight:** 26-ounces per square yard minimum for level loop, textured loop, and cut pile. 32-ounces per square yard minimum for level cut/uncut pile, plush and tuft.

**Pile Height:** ½-in. maximum over firm pad or no pad.

**Secondary Back:** Synthetic fiber or jute for glue-down installation.

**Total Weight:** 64-ounces per square yard minimum.

**Density:** 100 percent nylon (loop and cut pile) - minimum 4000; other fibers, including blends and combinations - minimum 4500.

**Static Buildup:** 3.5 KV maximum with built-in static dissipation is recommended; "Static-Controlled" is acceptable.

**Carpet and Resilient Flooring (Replacement):** The flooring shall be replaced by the Lessor at no cost to the Company prior to or during Company occupancy when it has curls, upturned edges, backing or under layment is exposed, or other noticeable variations in surface color or texture. Includes moving and return of furniture.

## 2.10 Window Coverings

**Window Blinds:** All exterior windows in other than open space work areas shall be equipped with window blinds. The blinds may be aluminum, plastic, or vinyl.

They may be horizontal or vertical. The use of any other material must be approved by the Company. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be approved by the Company.

### **2.11 Mechanical, Electrical, Plumbing (General)**

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

### **2.12 Drinking Fountains**

The Lessor shall provide a minimum of one chilled drinking fountain on each floor of office space located so no person will have to travel more than 150-ft. to reach the fountain. The water shall be chilled. Approximately 50 percent or at least one (whichever is greater) of the water fountains shall be accessible to and usable by the physically disabled. They shall have an up-front spout and control which is located no higher than 36-in. above the finished floor. Controls shall be hand or hand and foot operated. Conventional floor mounted water fountains can be serviceable to individuals in wheelchairs if a clear floor space of 30-in. by 48-in. is provided adjacent to the fountain or if accessible mounted disposable water cups are provided adjacent to the water fountain. A fully recessed water fountain is not recommended.

### **2.13 Restrooms (Not required for office space)**

Separate toilet facilities for men and women shall be provided on each floor occupied by the Company in the building. The facilities must be located so that employees will not be required to travel more than 200-ft. 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) separated by panels at least 2-ft. deep and 4-ft. high, and hot and cold water. Each toilet room shall also be equipped with recessed floor drains. Water closets and urinals shall not be visible when the exterior door is open. Each main toilet room shall contain:

#### **Equipment:**

A mirror above the lavatory.

A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy unrestricted dispensing.

A coat hook on inside face of door to each water closet stall.

At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.

A sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.

Ceramic tile or comparable wainscot from the floor to a minimum height of 4-ft. 6-in.

A disposable toilet seat cover dispenser.

A counter area of at least 2-ft. 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.

**Toilets for the Disabled:** All public toilet rooms shall be located along an accessible path of travel and must have accessible fixtures, accessories, doors, and adequate maneuvering clearances. Facilities shall comply with ADA. The interior shall allow an unobstructed floor space of 5-ft. in diameter, measured 12-in. above the floor. At least one men's and one women's toilet room on each floor where the Company leases part of the floor, or all public toilet rooms where the Company leases the entire floor, shall have one toilet that:

Is 60-in. wide.

Has a minimum depth of 56-in. when wall mounted closets are used, or 59-in. when floor mounted closets are used.

Has a clear floor area.

Has a stall door located in the corner opposite the toilet and swings out.

Has sturdy grab bars on each side (front transfer stall) or on the side and back (side transfer stall). They shall be 33 to 36-in. high and parallel to the floor, 1.25-in. to 1.50-in. in outside diameter, with 1.50-in. clearance between rail and wall, and fastened securely at ends and center. They shall have no sharp edges and must permit the continuous sliding of hands.

Has a water closet mounted at a height from 17 to 19-in., measured from the floor to the top of the seat and 18-in. from a side stall wall. Hand-operated or automatic flush controls shall be mounted no higher than 44-in. above the floor.

**Alternate Toilet Stalls for the Physically Disabled:** A stall measuring at least 42-in. or 48-in. wide by 66-in. (preferably 72-in.) deep may be acceptable as determined by the Company.

**Accessible Lavatory:** At least one lavatory shall be mounted with the rim or counter surface no higher than 34-in. above the finished floor. Provide a clearance of at least 29-in. from the floor to the bottom of the apron. Faucets shall be lever operated, push type, or electronically activated for one hand operation without the need for tight pinching or grasping. Drain pipes and hot water pipes under a lavatory must be covered, insulated, or recessed far enough so that wheelchair individuals or individuals without sensation will not burn themselves.

**Other Accessibility Requirements:** One mirror with shelf shall be provided above the lavatory at a level no higher than 40-in. above the floor, measured from the top of the shelf and the bottom of the mirror. A common mirror provided for both the able and disabled must provide a convenient view for both. Toilet rooms for men shall have one wall-mounted urinal with an elongated lip, with the basin opening no more than 17-in. above the floor. Accessible floor-mounted stall urinals with basins at the level of the floor are acceptable. The toilet rooms shall have at least one towel rack, towel dispensers, and other dispensers and disposal units mounted no higher than 48-in. from the floor or 54-in. where side-reach is possible.

#### **2.14 Restrooms (Fixture Schedule) (Not required for office space)**

The toilet fixture schedules specified in Table 1 shall be applied to each full floor based on one person for each 125 square feet of office space in a 1:1 ratio men and women. The toilet fixture schedules specified in Table 1 shall be applied to each full floor of office space based on 16-35 personnel in a 1:1 ratio men and women. In men's facilities, urinals may be substituted for one-third of the water closets specified.

Refer to the schedule separately for each sex.

**Table 1. Toilet Fixture Schedule**

<b><u>Number of Men/Women</u></b>	<b><u>Water Closets</u></b>	<b><u>Lavatories</u></b>
1-15	1	1
16-35	2	2
36-55	3	3
56-60	4	3
61-80	4	4
81-90	5	5
91-110	5	5
111-125	6	5
126-150	6	*
over 150	**	

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

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

**2.15 Break/Kitchen Area (To be located in or adjacent to the industrial warehouse space)**

Break/kitchen area(s) shall contain sufficient electrical capacity to supply a drink machine, refrigerated vending machine, refrigerator(s), microwave oven(s), and a high volume coffee maker. Vending machines shall be provided and maintained by the Lessor.

Each break/kitchen area shall also be equipped with a minimum 6-ft. long counter including storage cabinets above and below with one minimum 30-in. wide accessible counter area with knee space clearance for a person using a wheelchair, in accordance with ADA. An accessible sink, equipped with sanitary drain, shall be located within the counter top area, with knee clearance below, and shall provide hot and cold potable water. Sufficient water connections shall be provided to accommodate refrigerator ice maker(s). A modern paper towel dispenser and waste receptacle shall also be located in this area, also conforming to the reach heights over obstructions as required by ADA.

**2.16 Janitor Closets**

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors.

## 2.17 Acoustical Requirements

**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.

**Ambient Noise Control:** Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

**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:

conference rooms: NIC-40  
offices: NIC-35

**Certification:** The Company may require at no cost to the Company, a certification attesting that acoustical requirements have been met. Certification must be accompanied by test reports by a qualified acoustical consultant verifying requirements for control of ambient noise and noise isolation.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

## 2.18 Heating and Air Conditioning

The HVAC system for all areas shall be capable of maintaining temperatures conforming to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. However, thermostats shall not be set below 65 degrees Fahrenheit during the heating season nor above 78 degrees Fahrenheit during the cooling season. Temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

Thermostats shall be secured from manual operation by key or locked cage, unless waived by the Company. A key shall be provided to the Company. Areas having excessive heat gain, heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Lessor will provide a programmable thermostat for after-hour and weekend control, with a 3-hour override capability to restore normal workday temperature settings.

**Zone Control:** Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 square feet. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

**Equipment Performance:** Temperature control for all spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 watt/sq. ft. to minus 1.5 watts/sq. ft. from initial design requirements of the tenant.

All filters shall be regularly replaced with new filters in accordance with manufacturers recommended operating procedures.

## **2.19 Ventilation**

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc. (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality, where physically practical. Where not physically practical, the maximum allowable amount of ventilation shall be provided during periods of heating and cooling and opportunities to increase ventilation up to current standards shall be pursued during the normal cycle of owner-initiated building improvements, retrofits, and upgrades. In no event shall outside air be provided to all space at less than a minimum of 20 cubic feet per minute for each person. Economizer cycle free cooling, using outside air, may be used for cooling.

An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable. The building shall have a fully functional building automation system capable of control regulation, and monitoring of all environmental conditioning equipment. The system shall be fully supported by a service and maintenance contract.

Restrooms shall be ventilated with a minimum 15 air changes per hour. Provisions shall be made for night and weekend shutdown of restroom exhaust fans.

## **2.20 Electrical (General)**

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 will be enclosed. The enclosure may not be used

for storage or other purposes. Distribution panels must be circuit breaker type with 10 percent spare power load and circuits; dedicated circuits for copy machines must be provided. The electrical service must be capable of accommodating one personal computer and associated peripheral equipment (i.e., printers, hard drives, back-up storage devices, modems, etc.), as well as common office machines for each individual workstation.

## **2.21 Electrical (Distribution)**

All floors must have 120/208 volt, 3-phase, 4-wire/60-Hertz electric service available. Duplex outlets shall be circuited separately from the lighting. A minimum of four duplex receptacles, one per wall, rated at 20-amps, 120 volts are required in each office, including open work areas; a minimum of two per wall required in larger rooms (conference room, copier room, etc.). Each office shall be provided one dedicated 20-amp circuit. Outlets and raceways shall be concealed except when surface-mounting is approved in open space areas.

Work rooms must have at least one or two dedicated 20 amp, 120 volt circuit for copiers, facsimile machines, specialized printers, etc., as identified by the Company.

Break rooms must have a minimum of two dedicated circuits capable of accommodating refrigerator, microwave, ice machine, coffee machine(s), and vending machine(s). Reference Section 2.15 "Break/Kitchen Areas."

Electrical plans shall be submitted for Company approval prior to installation. Based upon review, the Company reserves the right to add additional receptacles, as required, prior to final plan approval.

## **2.22 Telephone and Data Equipment**

There shall be a central telecommunications area (room) in the facility as identified and provided by the Lessor. The telecommunications room(s) shall be located within the area it serves so that the maximum linear distance of cabling between the telecommunications room and the telecommunications outlets does not exceed 250-ft. for industrial warehouse space and 150-ft. for office space areas. The telecommunications room(s) shall be capable of being secured and shall be of sufficient size (refer to Section 2.26, "Rooms"). Lessor shall furnish and install 4-ft. by 8-ft. sheets of 3/4-in. plywood mounted to the walls in the telecommunications room. Electrical power (a 10 circuit lighting panel with 60 amp main circuit breaker) will be provided by dedicated circuit to accommodate the telecommunications equipment power requirements. Heating, air conditioning, and ventilation shall be provided to maintain the room temperature between 65 and 80°F and the relative humidity not greater than 55 percent, assuming an equipment load of 5kw. The telecommunications room shall not

include storage areas for any machinery, equipment or supplies not directly related to the telecommunication function.

The Lessor will provide, or subcontract to another party, the supply and installation of continuous non-spliced internal voice and data wiring from the telecommunications room(s) to each separate work area. Prior to purchasing the voice and data cables, the Lessor shall contact a designated Telecommunications representative of the Company to review the cable requirements as described below. The Lessor shall not purchase the cables until approval has been granted by the Company's designated representative. The voice cable shall be National Electric Code (NEC) type CMP, 4-twisted pairs, 24 AWG solid copper, Underwriters Laboratory (UL) or Electrical Testing Laboratory (ETL) level 5. The data cable shall be NEC type CMP, 4-twisted pairs, 24 AWG solid copper, UL or ETL level 5. All offices and supplemental space, excluding the break room, shall have a voice/data drop. One (1) of the offices and the conference room must have two voice/data drops; one each located on opposite walls at floor level adjacent to duplex receptacle. (Note: The office which requires two data drops will be identified by the Company prior to installation by the Lessor.) Each voice/data drop shall consist of a voice and data cable, identified on both ends with the appropriate room number and outlet number, routed between the telecommunications room and the space being served. 12-in. (minimum) of spare cable shall be left at each voice/data drop for the Company's connection. In the telecommunications room(s), a measure of cable equal to the floor-to-ceiling distance shall be left for the Company's connections. Wall penetrations in the offices and supplemental space shall be adequate for installation by the Company of an integrated voice/data outlet or a blank faceplate. Lessor will be responsible for providing voice and data wiring to main junction boxes to accommodate cubical offices for planned work areas, if required. When cable consists of multiple runs, cable trays shall be provided to insure cable does not come into contact with suspended ceilings or other items.

The Company will provide, install, and maintain telecommunications equipment including telephones, multiplexers, interface equipment, and peripheral equipment, as required.

Plans denoting location of voice and data wiring drops shall be submitted for the Company's approval prior to installation. Based upon review, the Company reserves the right to add additional drops, as required, prior to final plan approval.

The Company's acceptance of the Lessor-provided and installed voice/data cable is contingent upon the Company's successful testing of the completed system, including wiring and terminations. Any problems associated with the Lessor-supplied cable and/or laying of the cable must be corrected by the Lessor at no additional cost to the Company

## 2.23 Lighting

Modern low brightness, parabolic type 2-ft. by 4-ft. or 2-ft. by 2-ft. fluorescent fixtures using no more than 2.0 watts per square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50-ft. candles at working surface height throughout the space. A lighting level of at least 20-ft. candles at foot level should be maintained in corridors providing ingress and egress to the Company leased space. One to 10-ft. candles or minimum levels sufficient to ensure safety should be maintained in other nonworking areas. When the space is not in use by the Company, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

Variable lighting shall be provided in auditorium and conference rooms. Dimmer control is sufficient.

Building entrances, exits, and parking areas must be lighted. Lighting in these areas shall be controlled by electric eye. Ballasts are to be rapid-start, thermally-protected, voltage-regulating type, UL listed and ETL approved.

Outdoor parking areas shall have a minimum of 1-ft. candle of illumination at the walking surface. Indoor parking areas shall have a minimum of 10-ft. candles level illumination.

Lighting must be switched so as to allow direct control of power for each office, hallway, or conference room.

## 2.24 Switches

Switches and controls for lighting, heat, fire alarms, and all similar controls of frequent or essential use shall be placed no higher than 54-in. from the floor with 48-in. preferred. Switches shall be located on columns or walls by door openings. No more than 1000 square feet of open space shall be controlled by one light switch.

## 2.25 Elevators

The Lessor shall provide suitable and fully accessible passenger and freight elevator service to all leased space not having ground-level access. Service shall be available at all times for Company use. The Company shall be given 24-hour advance notice if the service is to be interrupted more than 1-1/2 hours. Interruption shall be scheduled for minimum inconvenience.

Elevators shall comply with American National Standards Institute Handbook (ANSI A 117.1-1986) and Section 4.10 of UFAS, entitled "Elevators." They shall also comply with local codes and ordinances.

## 2.26 Rooms

In addition to the schedule, as stated in Table 2, there must be other rooms as indicated elsewhere, i.e., restrooms, mechanical rooms, janitor closets, etc.

In addition, there must be a reception area with space for a desk at the main entry of the office space, unless waived by the Company. Installation and/or relocation of furniture within the leased space will be provided by the Company or a contractor satisfactory to the Company. All furniture will be provided by the Company.

The space offered will contain at least the following work areas and rooms described in Table 2.

**Table 2.  
Office Space Requirements  
Net Usable Square Feet**

NUMBER OF ROOMS	NET SQ. FT. MINIMUM	MINIMUM DISTANCE ON DIRECTION (FT.)	TOTAL	REMARKS
<b>PRIMARY OFFICES</b>				
4	125	10 FT	<u>500</u>	Offices, Partitioned*
			<b>Subtotal</b>	500
<b>OFFICE SUPPORT SPACE</b>				
1	200	12 FT	200	Conference Room
1	100	10 FT	100	Supply Room
1	100	12 FT	100	Copier Room
			<b>Subtotal</b>	<b>400</b>
<b>SPECIAL SUPPORT SPACE</b>				
1	100	12 FT	100	Telecommunications Room
1	200	10 FT	<b>200</b>	Break/Kitchen Area (To be located in or adjacent to the industrial warehouse area)
			<b>Subtotal</b>	<b>300</b>
<b>TOTAL NET SQUARE FOOTAGE</b>			<b><u>1,200</u></b>	

\*All office space areas shall be located immediately adjacent to the industrial warehouse space area. Additionally, three(3) offices must provide visibility of the

industrial warehouse space area. Two of the offices shall be equipped with lockable, sliding windows opening into the Industrial warehouse area, with a counter surface extending outside the window sufficient for visitors to complete documentation.

## **2.27 Special Requirements**

### **Access Control**

The Lessor shall provide an access control system that will include card access at each of the exterior doors. Access control mechanisms shall be mounted at ADA-compliant heights and shall be oriented for use and readability by a person who uses a wheelchair. The access control system must provide for separate cards for each occupant and support service staff and shall provide capability to document individual access time. During the periods when the door is in the alarm mode, the alarm will be activated if the door is not securely closed. Preventative maintenance shall be conducted annually and documentation provided to the Company upon completion.

### **Built-In Storage**

Supply rooms shall have built-in storage shelves to be installed on two (2) walls, 8 -ft. long by 7-ft. high, with a minimum depth of 2 ft.

## **C. SERVICES, UTILITIES, AND MAINTENANCE**

### **3.01 General**

The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### **3.02 Normal Hours**

Services, utilities, and maintenance shall be provided daily except Saturdays, Sundays, and Company holidays. Normal duty hours are 7:00 a.m. to 5:00 p.m. for office space. On duty days, heating or cooling shall be for 24 hours. The building must be at least 65 degrees Fahrenheit by 6:30 a.m. in the winter and down to or lower than 78 degrees Fahrenheit by 6:30 a.m. in the summer.

### 3.03 Overtime Usage

The Company shall have access to the leased space at all times, including the use of elevators, toilets, lights, HVAC systems, and small business machines.

### 3.04 Utilities

The Lessor shall ensure that utilities necessary for operation are provided. The Lessor shall provide separate metering as required for electrical/gas service and the Lessor will be responsible for paying the monthly electrical/gas costs for the building (or that portion of the building leased by the Company), for that service as a part of the rent.

### 3.05 Security

The Lessor's facility shall be equipped with intrusion alarms (windows, doors, and motion detectors) to prevent illegal entry or loitering in the space leased and to prevent unauthorized entry during off-duty hours. Wires from intrusion detection systems shall not be exposed to casual viewing. Reporting of the intrusion alarm system shall be to the local police department having jurisdiction. Telephone lines for this reporting shall be safeguarded as satisfactory to the Company. Preventive maintenance shall be conducted annually and documentation provided to the Company upon completion.

### 3.06 Janitorial Services

Cleaning shall be performed before 5:00 p.m. The Lessor shall maintain the lease premises, including outside areas and landscaping, in a clean condition, and shall provide supplies and equipment. The following schedule describes the level of services intended.

Performance will be based on the Company's evaluation of results, not the frequency or method of performance.

**Daily:** Empty trash receptacles and clean ashtrays. Sweep entrances, floor surfaces, and all lobbies and corridors, except storage areas. 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. If unlined, or if the liner has failed, wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main entrance, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways.

**Three Times a Week:** Vacuum carpets and sweep or vacuum stairs.

**Weekly:** Damp mop and spray buff all resilient floors in toilets and health units. Sweep storage area, sidewalks, parking areas, and driveways (weather permitting).

**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.

**Monthly:** Thoroughly dust furniture in common areas. Completely sweep and/or vacuum carpets. Spot clean all wall surfaces within 70-in. of the floor.

**Every Two Months:** Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

**Three Times a Year:** Dust wall surfaces within 70-in. of the floor, vertical surfaces, and under surfaces. Clean metal and marble surfaces in main entrance areas, and office space reception areas. Wet mop or scrub garages.

**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.

**Annually:** Wash all Venetian blinds. Dust six months after washing. Vacuum or dust all surfaces in the building within 70-in. from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

**Every Two Years:** Shampoo carpets in all offices and other nonpublic areas.

**Every Five Years:** Dry clean or wash (as appropriate) all drapes.

**As Required:** Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, starters and battery packs (as appropriate). Replace worn floor coverings (this includes moving and return of furniture). Exterminate pests.

### **3.07 Maintenance Services and Testing of Systems**

The Lessor is responsible for the total maintenance and repair of the leased premises. 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 must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be retained by the Lessor and provided to the Company upon request.

Without any additional charge, the Company reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc., to ensure proper operation. These tests shall be witnessed by a representative of the Company.

**Every Three Years:** Paint all public and high traffic public areas. Includes moving and return of furniture.

**Every Five Years:** Paint all remaining interior walls. Includes moving and return of furniture.

**Every Ten Years:** Carpet shall be replaced. Includes moving and return of furniture.

### **3.08 Schedule of Periodic Services**

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

### **3.09 Building Operating Plan**

The Company shall have control over all start-up and shut-down times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing, which is necessary for the operation of the building.

### **3.10 Landscape Maintenance**

Performance will be based on the Company's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as-needed basis. In addition, dead or dying plants are to be replaced.

## **D. SAFETY AND FIRE PREVENTION**

### **4.01 Code Violations**

Space offered must have a current occupancy permit issued by the local jurisdiction. If the local jurisdiction does not issue occupancy permits, Offerors should consult the Company to determine if other documentation may be needed. Equipment, services, or utilities furnished and activities or other occupants shall be free of safety, health, and fire hazards and from accessibility obstructions. When hazards or obstructions are detected, they must be promptly corrected at the Lessor's expense.

#### **4.02 Portable Fire Extinguishers and Smoke Detectors**

Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Mounting heights, cabinet controls and accessibility (including weights) shall also comply with ADA.

At least two smoke detectors shall be provided on each occupied (leased) floor. They shall be tested at least twice per year and maintained in good operating order by the Lessor. The detectors shall be placed so as to provide the best effective coverage of the floor space on each level. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

#### **4.03 Standpipes**

Standpipes shall be provided when Company occupancy is four or more floors above grade and shall conform to NFPA Standard No. 14.

#### **4.04 Sprinkler System**

Automatic sprinkler requirements are as follows:

- a. When the Company leases less than 35,000 net usable square feet of space on the sixth floor or above, all floors up to and including the floor of occupancy must be sprinklered (including garage areas under lease by the Company), or an equivalent level of safety provided. When the Company leases greater than 10,000 net usable square feet of space on the ground floor of a facility, the entire ground floor must include an automatic sprinkler system, or an equivalent level of safety provided. For leases exceeding 35,000 net usable square feet, then the entire building must be sprinklered, or an equivalent level of safety provided.
- b. All floors on which the Company occupies below grade space, regardless of the amount, must be sprinklered, unless the Company's evaluation of safety indicates that acceptable safety is provided without the required sprinklers.

Whenever required in the building, automatic sprinklers shall conform to NFPA Standard No. 13, 13D, or 13R, whichever is appropriate for the type of building and occupancy being protected, and include an alarm signaling system with appropriate warning signals installed in accordance with NFPA Standard No. 72. Sprinklers shall have electrically supervised control valves, and have waterflow alarm switches connected to automatically notify the local fire department or central station, in accordance with NFPA Standards. The notification to the fire department or central station shall be accomplished through the building fire alarm system.

- c. All hazardous areas of the entire building, as defined in NFPA Standard No. 101 (known as Life Safety Code), in which the Company occupies space must be sprinklered or an equivalent level of safety provided.

#### **4.05 Manual Fire Alarm System**

A manual fire alarm system shall be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 71 and 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station (NFPA Standard No. 71). Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

When the Company's occupancy is on the 12th floor or above, all floors of the building shall have an emergency telephone system. This system must permit 2-way communication between a control console and any emergency telephone station. Emergency telephone stations must be provided adjacent to each stairway and exit discharge from the building, at each elevator lobby on the ground floor, and at each floor which has been designated as the one for alternate elevator recall.

In all new construction, and in existing buildings where the fire alarm system is being replaced or installed, the fire alarm system is required to have the following:

1. (Noncoded) audible and visible alarm devices in accordance with NFPA Standard No. 72, or
2. (Noncoded) audible and visible alarm devices in accordance with NFPA Standard No. 72 and an equivalent specialized warning system for the hearing impaired. When utilizing visible alarm devices, the indirect primary signaling method is recommended to be used. Also, notification characteristics of the audible and visual alarm devices shall be in accordance with NFPA Standard No. 72.

#### **4.06 Exit and Emergency Lighting**

Emergency lighting must provide at least .5-ft. candle of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails, except that in buildings six stories or less, the system may be powered from connections to separate substations or to a network system from the public utility. Automatic switching must be provided for the emergency power supply.

#### **4.07 Alternative Fire Protection Features**

If space cannot meet detailed safety and fire prevention requirements, alternative means of protection (an equivalent level of safety) will be considered. For example, if stairways are too narrow, automatic sprinkler protection throughout the building may make the space acceptable. All offerors must provide with their offer a written analysis from a registered fire protection engineer demonstrating that an equivalent level of safety for the offered building exists. This analysis must include certification by the engineer that the alternative protection will achieve a level of safety equal to or greater than that provided by automatic sprinkler systems. The certification must also include the engineer's seal and registration number. All analyses must be reviewed and approved by the Company prior to leasing the space.

#### **4.08 Fire Doors**

Fire doors shall conform with NFPA Standard No. 80.

#### **4.09 Indoor Air Quality**

Control of contaminants at the source and operation of the space shall be conducted in such a manner that indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas are as follows: CO - 9 parts per million (PPM) time weighted averaged (TWA—8-hour sample); CO<sub>2</sub> - 1000 PPM (TWA); HCHO - 0.1 PPM (TWA).

Indoor air quality complaints shall be investigated promptly at no cost to the Company. Controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.) shall be performed.

The Company reserves the right to conduct independent indoor air quality assessments and detailed studies in space it occupies, as well as in space serving the Company leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Company in its assessments

and detailed studies by making available information on building operations and activities, providing access to space for assessment and testing, if required, and implement corrective measures required by the Company.

#### **4.10 Asbestos**

Space shall have no asbestos-containing materials (ACM), except ACM in a stable, solid matrix (e.g., vinyl asbestos tile or asbestos cement panels) which is not damaged or subject to damage by routine operations. This includes common building areas, ventilation systems, zones serving the space offered, the area above suspended ceilings, and engineering space in the same ventilation zone as the space offered. Space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations may be considered as an alternate by the Company.

Space in buildings containing ACM of any type or condition may be upgraded to meet the conditions described above by removal of ACM not meeting those conditions. The Lessor shall certify, prior to occupancy, the successful completion of the removal in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.

If the space offered contains ACM, an asbestos-related operations and maintenance plan shall be submitted to the Company for approval, prior to lease award. This plan must 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, an occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, shall be provided to the Company at least 4 weeks prior to the abatement work.

#### **4.11 Radon Measurement and Corrective Action**

Radon levels in space leased to the Company shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes of 4 picocuries per liter (pCi/l). Lessor agrees to measure the premises for radon and mitigate radon levels which equal or exceed 4 pCi/l. The portion of the space proposed for lease to the Company that is in ground contact or closest to the ground up to and including the second floor (e.g., if space offered is on the third floor and/or above, no measurements are required) shall be measured by the Lessor for radon and the results certified on a form provided by the Company (see GSA Form 3518, Representations and Certifications). Radon detectors shall be placed throughout the required area to ensure each detector covers no more than 2,000 net usable square feet. Radon must be measured:

1. for a minimum of 90 days using either Alpha Track Detectors or Electret Ion Chambers, herein called the "Standard Test." The Lessor shall submit the certification within 30 days after the test is complete, but no later than 150 days after award, unless the Company determines that there is not enough time for the Standard Test, in which case,
2. the Lessor shall measure Alpha Track Detectors for a minimum period of 2 to 4 weeks or Charcoal Canister or Electret Ion Chambers for a period of 2 to 3 days, herein called the "Short Test," as determined by the Company. The Lessor shall complete the Short Test not later than 1 week after lease award and submit the certification no later than 7 days after the completion of the measurements. Follow-up measurements using the Standard Test shall be completed as set forth under (1) above.

All laboratory detector analyses shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program.

If space offered for lease to the Company is in a building under construction or proposed for construction, the Lessor shall perform, if possible, the Standard Test for radon before or during building and submit the required certification to the Company within 30 days after the test is completed, but prior to Company's occupancy of the space. If it is not possible to complete the Standard Test before, or during buildout, the Short Test shall be completed before occupancy and the radon certification submitted not later than 7 days after completion. In addition, the Standard Test shall be completed not later than 150 days after occupancy and the radon certification shall be submitted within 30 days after completion.

If measurements, as required by this paragraph, reveal radon levels at or above 4 pCi/l, the Lessor shall develop a plan of correction action. The Lessor shall carry out the plan prior to occupancy by the Company. If Lessor's measurements taken after occupancy reveal radon levels at or above 4 pCi/l, the Lessor shall develop and carry out a plan of correction action as set forth below, to include follow-up measurements using the Standard Test after the correction action is completed. If the Lessor fails to exercise due to diligence, or is otherwise unable to correct excessive radon levels, the Company, at its sole discretion, may terminate the lease. The Company reserves the right to measure radon in the space it leases at any time during the term of the lease. If radon at or above 200 pCi/l is detected, the Lessor shall initiate correction action to reduce the level to below 4 pCi/l. If radon at or above 200 pCi/l is detected, the Lessor shall restrict the use of the area and provide comparable temporary space, as agreed by the Company, for the tenants until the correction action is completed. Follow-up measurements using the Standard Test shall be

conducted by the Lessor to assess the effectiveness of the correction action. All corrective action, tenant relocation, and follow-up measurement shall be provided by the Lessor at no additional cost to the Company. The Lessor shall provide the Company with prior written notice of any proposed corrective action or tenant relocation.

#### **4.12 Occupational Safety and Health Administration (OSHA) Requirements**

It is the Company's policy to lease space which does not expose the occupant to undue safety and environmental risks.

The Lessor agrees to comply with OSHA Standards which are located at Title 29 of the Code of Federal Regulations (29 CFR 1910 and 1926).

All tools and equipment provided by the Lessor for Company use must comply with the applicable standards of 29 CFR 1910. Any construction/repair and alteration work done for/by the Lessor shall comply with the current edition of the OSHA Standards for Construction Industry, 29 CFR 1926 and applicable portions of 29 CFR 1910.

### **XI. DEFINITION OF NET USABLE SPACE**

"Net usable space" is the method of measurement for the area which the Company will pay a square foot rate. It is determined as follows:

If the space is on a single-tenancy floor, compute the inside gross area by measuring between the inside finish of permanent exterior building walls or from the face of convectors (pipes and other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.

If the space is on a multiple-tenancy floor, measure from the exterior building walls as above and to the room side finish of fixed corridor and shaft walls and/or the center of tenant-separating partitions.

In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following area from the gross area including their enclosing walls:

- toilets and lounges,
- stairwells,
- elevators and escalator shafts,
- building equipment and service areas,
- entrance and elevator lobbies,
- stacks and shafts, and

- permanent corridors in place or required by local codes and ordinances and/or required by the Company to provide an acceptable level of safety and/or to provide access to all essential building elements.

The right to use appurtenant areas and facilities is included.