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PROJECT NUMBER: 2024-MSBA-OfficeSpace
Massachusetts School Building Authority (MSBA)
PROPOSAL SUBMISSION DEADLINE: April 29, 2024, at 2:00 P.M.
Question Deadline: April 10, 2024, at 5:00 P.M.
Responses to Questions Posted: April 16, 2024
Late proposals will not be considered.

REQUEST FOR PROPOSALS (RFP)
THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY (MSBA)

A. GENERAL INFORMATION

The Massachusetts School Building Authority invites proposals to lease space to the Massachusetts School Building Authority (the “MSBA” or the “Tenant”), in accordance with the provisions of this RFP. To respond to the RFP, complete the Lease Proposal form (Attachment C-1) and submit the proposal by the Proposal Submission Deadline identified at the top of the page, in accordance with the Submission Requirements in §A-3. The MSBA hired a tenant representative to assist the MSBA with the evaluation of the proposals and negotiating a lease agreement; however, the MSBA is the entity that is issuing this RFP and the MSBA contact person is Siobhan Tolman. All questions related to the RFP must be addressed to Ms. Tolman at Siobhan.Tolman@MassSchoolBuildings.org.

1. THE RFP

The RFP informs all potential proposers of:

- the MSBA’s space needs,
- the steps proposers must take to submit a proposal,
- the procedures followed and the criteria used by the MSBA to evaluate proposals and select the proposal most advantageous to the MSBA’s needs, and
- the Landlord’s Services and Landlord’s Improvements the Landlord must provide under the Lease.

If you have questions about this RFP or its subject matter, contact the Project Manager identified at the top of the page via e-mail.

2. MSBA'S SPACE NEEDS

Tenant: Massachusetts School Building Authority (MSBA)

Program Description: The premises sought through this RFP will house the principal office of the Massachusetts School Building Authority. The MSBA is a quasi-independent government authority created to reform the process of funding capital improvement projects in the Commonwealth's public schools.

This office is expected to receive approximately ten visitors per day. The MSBA holds several board meetings each year with approximately 100 attendees per meeting.

Summary of Space Needs:

Location: Boston, within $\frac{3}{4}$ of a mile of the Massachusetts State House. Please note that proposals for Premises outside this search area will not be considered.

Amount of Space: Approximately 14,000-16,000 square feet of **Usable Area**; approximately 18,000-20,000 square feet of **Rentable Area**, subject to final space plan. During the term of the lease, the MSBA reserves the right, if deemed to be in the best interest of the MSBA, to lease additional space, on terms and conditions agreeable to the landlord in the selected building should space become available. For the purposes of this RFP, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building. Please confirm measurement methodology.

Type of Space: Office

Type of Agreement: MSBA Office Lease

Term: A. Five (5) Years, with Renewal Options, or
B. Ten (10) Years with Termination Right after seven (7) Years, with Renewal Options after the end of the 10th year.

Termination Option:

In Option B, Tenant shall have a one-time option to terminate the Lease at the end of the seventh (7th) year ("Expiration Date"). If Tenant elects to exercise this

option, Tenant shall provide Landlord with twelve (12) months advance written notice and pay a termination fee, on the Expiration Date, equal to the unamortized portion Tenant Improvement Allowance and leasing commissions, which shall be amortized on a straight-line basis over the Lease term (beginning on the Commencement of Rent Obligation) using an interest rate of six percent (6%).

Renewal Options:

Tenant shall have the right to renew the Lease for the Premises upon the same terms and conditions as in the initial Lease Term (except for the terms as described herein) for two (2) additional five (5) year terms, provided Tenant gives Landlord at least six (6) months' notice prior to the then expiring Lease Term.

If the Option to Renew is exercised, the Base Rent during each renewal period Term shall be 95% of the then prevailing fair market rent. The "fair market rent" shall mean the amount that a willing, comparable, renewal tenant would pay and a willing, comparable, landlord of a comparable office building in the market area would accept at arm's length, giving appropriate consideration to tenant improvements, brokerage commissions, new Base Years, and other applicable terms and conditions of the tenancy in question. Any disputes over fair market rent shall be settled by a third party commercial office broker agreed to by both Tenant and Landlord who shall determine the fair market rent.

Right of First Offer:

Tenant shall have an on-going right of first offer on available, contiguous space during the Term (to include any Renewal Terms) of the Lease to expand the Premises subject to prior rights (identified below) and based on the terms as stipulated in Landlord's written notice to Tenant. Tenant shall have ten business (10) days to accept Landlord's terms.

Holdover:

Upon six (6) months prior written notice, Tenant shall have the option to extend the initial lease term and any subsequent renewal terms at the then-existing base rental rate for three (3) months. Thereafter, holdover rent shall be at 125% of the then-existing base rental rate. In no event shall Tenant be liable for any consequential or incidental damages in the event of a holdover.

Security Deposit:

Tenant shall not be required to provide Landlord a security deposit or any prepaid rent.

Target Occupancy Date: May 1, 2025

Parking: MSBA has a request for seven parking spaces, some of which may be utilized 24/7/365. Please provide the number of parking spaces provided in this proposal at no cost. If spaces are available at an additional cost, please provide all relevant details.

Accessible Parking: Please provide information related to Accessible Parking located as close as possible to an accessible entrance to the proposed Building. For purposes of this RFP, Accessible Parking for the Disabled means parking spaces complying with the regulations of the Massachusetts Architectural Access Board (MAAB) and the 2010 ADA Standards for Accessible Design including requirements for van spaces, signage, location, dimensions, striping and maximum slope.

Electric Vehicle Charging: Please provide the number of electric vehicle charging stations on the property available for use by Tenants of the Building.

Floor Plan: Please provide a copy of the floor plan of the proposed premises along with the submission of the RFP Lease Proposal Form.

Amenities: Please provide information on current and planned amenities and any additional costs associated with amenity use. Amenities that provide a benefit to Tenant operations and/or employee health and wellness will be considered during the selection process.

Contiguity: The Tenant has a preference for this location to be a one level, contiguous block of space.

Executive Order No. 594: In support of Executive Order No. 594 and the Tenant’s sustainable business practices, the Tenant has a strong preference toward LEED and/or Energy Star Certified properties.

Security: Please provide information on building security. The Tenant prefers a property with manned security and controlled access through elevator to upper floors.

Demonstrated Maintenance: Please provide information on current building maintenance practices including but not limited to HVAC maintenance, filter changes and air quality. The Tenant prefers a property with a demonstrated commitment to maintenance practices.

Landlord’s Improvements of Premises:

The proposer must agree to substantially complete all improvements to meet the General Specifications in § B-2. This will include Proposer/Landlord holding all contracts for architectural, engineering, permitting and construction services.

Proposer/Landlord shall buildout the Premises on a “turnkey” basis in adherence to the Space Allocation and Finish Schedule documents provided in Section B of the RFP.

Landlord’s Management: Please provide information about the current property management of the Proposed Premises, their level of experience with similar properties and the estimated budget for OPEX and Taxes to provide the Landlord Services as provided in § B-1.

Operating Expenses and Taxes: A fully managed Premises is generally preferred. The proposer should agree to substantially meet the Landlord's Services in the General Specifications in § B-1 or propose alternatives acceptable to the Tenant.

A fully Gross Lease Rate is generally preferred. Please review the MSBA Office Lease to understand the insurance and indemnification requirements prior to submitting a proposal. If possible, please provide an estimated budget for operating expenses and taxes included in the proposed Gross Lease Rate.

Hazardous Substances: The proposer must warrant and represent that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Tenant takes occupancy of the proposed Premises and the Building.

Building Codes: The proposed Building should comply with all applicable federal, state, and local code requirements, or the Tenant must be satisfied that it can and will be brought into substantial compliance by the desired Date of Occupancy. Such codes include, but are not limited to, the Massachusetts State Building Code, Massachusetts Architectural Access Board (MAAB) Regulations, and other applicable provisions of the Code of Massachusetts Regulations (CMR). If a proposal is accepted subject to Landlord meeting certain code requirements, the Tenant will not take occupancy of the space until all code deficiencies have been fully corrected.

Barrier-Free Access: The proposed Building and Premises should meet the requirements for Access for Persons with Disabilities.

3. SUBMITTAL REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

Eligible Proposers: The proposal must be submitted by an eligible proposer. For purposes of this RFP, the record owner(s) of the proposed property may defined as; the tenant(s) of the proposed property whose lease permits subleasing; a prospective purchaser or a prospective ground tenant of the proposed property whose lease will permit subleasing, provided that such prospective purchaser or prospective ground tenant must attach to the proposal a copy of a fully executed (i.e., by the proposer, the prospective seller or the prospective ground landlord, and any other identified party) purchase-and-sale agreement, letter of intent, or other evidence of the proposer's control of the property, and further provided that no Lease will be signed until such prospective purchaser or prospective ground tenant becomes either the record owner or the ground tenant of the proposed property whose lease permits subleasing; and a broker or an agent of any such party with the authority to bind such party to an agreement with Massachusetts School Building Authority regarding the subject matter of the proposal, provided that the record owner(s) or the tenant(s) of the proposed property must execute the Lease as Landlord. A proposal for different properties that is jointly submitted by or for different owners or tenants or prospective ground tenants of the proposed properties will not be eligible for consideration.

Submission: Proposals must be submitted to the MSBA as follows:

The proposal must be submitted on the MSBA Lease Proposal form included with this RFP.

Lease Proposals must be substantially complete. Proposals that contain material omissions will be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

Proposers must submit their proposals electronically in PDF format by the submission deadline or the proposal will not be accepted. **Hard copy submissions will not be accepted.**

Proposals must be submitted by email to: Procurement@MassSchoolBuildings.org and must be received on or before the Proposal Submission Deadline stated on page A-1 of this RFP. The MSBA will acknowledge receipt of proposals with an auto-reply message. The MSBA strongly suggests e-mail be sent at least five minutes prior to the deadline to account for any slow transmission or error.

4. PROCEDURES FOR EVALUATION & SELECTION

The MSBA's objective is to obtain the space most advantageous to the MSBA's needs for the best value.

Evaluation of proposals will be based on information in the proposals, obtained on site visits, clarified by the MSBA, provided by proposers at the MSBA's request, and provided by references identified in the proposals. In addition, evaluation of proposals may include

consideration of information from state agencies, individuals, and entities with knowledge of any element of any proposal, the MSBA, and other Commonwealth files, and from other available and verifiable information. The MSBA may consider the Commonwealth's experience with a proposer or owner and with the proposed property.

THE MSBA IS NOT REQUIRED TO ACCEPT THE LOWEST PRICED PROPOSAL AND MAY, AT ITS SOLE DISCRETION, SELECT OR REJECT PROPOSALS SOLELY ON SUBJECTIVE VALUE AND ABILITY TO MEET THE NEEDS OF THE MSBA.

THE MSBA RESERVES THE RIGHT, IF DEEMED TO BE IN THE BEST INTEREST OF MSBA, TO (i) WAIVE PORTIONS OF THE RFP FOR ALL PROPOSERS, (ii) EXCUSE MINOR INFORMALITIES IN ANY PROPOSAL, (iii) DISCUSS ANY PROVISIONS OF ANY PROPOSAL WITH THE PROPOSER OF THAT PROPOSAL IN ORDER TO CLARIFY THE PROPOSAL, (iv) SUBMIT TO ALL, OR SELECTED, PROPOSERS WHO SUBMITTED QUALIFYING PROPOSALS, A COUNTER OFFER, (v) REJECT ANY PART OF ANY PART OF ANY PROPOSAL, (vi) ACCEPT A PROPOSAL THAT DOES NOT MEET ALL OF THE REQUIREMENTS OF THE RFP, AND (vii) REJECT ALL PROPOSALS.

4.1 Initial Review: The MSBA will accept for consideration only those proposals that meet the submission requirements subject to the MSBA's right to waive portions of the RFP for all proposers. **Any proposals not received by the Proposal Submission Deadline will be rejected and returned to the sender; this requirement is not subject to waiver by the MSBA.**

The MSBA will notify each proposer whose proposal has been determined to be non-qualifying and the reason for such determination.

4.2 Site Visits: The MSBA will conduct site visits for each competitive proposal to verify the information in the proposal and to facilitate detailed evaluation of the proposed Premises. The proposer, or knowledgeable and authorized representatives of the proposer, must be present at the site visits. The MSBA, or its Agent, will contact proposers to confirm the date and time of the site visits. After completion of a site visit, the MSBA may determine that a proposal does not meet one or more of the requirements of this RFP, subject to the MSBA's right to waive portions of the RFP for all proposers.

4.3 Contact During the RFP Process: From the Date of this RFP through the date on which a conditional selection is made, the MSBA, or its agent, is the only authorized point of contact for the MSBA regarding this RFP and its subject matter. If a proposer or a proposer's representative engages in unauthorized contact, the proposal may be deemed non-qualifying. Unauthorized contact includes, by way of example and not limitation, contact by the proposer or the proposer's representative with the MSBA regarding the subject matter of this RFP.

4.4 Conditional Selection of a Proposal; Notification of Proposers: The MSBA will either make a conditional selection of a proposal, or provide Counter Proposals to one or multiple proposers, taking into account the evaluation of proposals and MSBA's best interests. Upon the conditional selection of a proposal, the MSBA will notify the other proposers in writing that a conditional selection has been made. Such conditional selection does not represent a contract and does not commit the MSBA to enter into a Lease. In addition to the general condition for the reaching of an agreement, the selection

of a proposal may be conditioned upon the prospective landlord satisfying specific conditions established by the MSBA.

The MSBA reserves the right to terminate the conditional selection and lease negotiations due to unforeseen changes in the requirements of MSBA, the failure to finalize a lease in a timely manner, or if termination is deemed to be in the best interests of MSBA. The MSBA reserves the right to conditionally select another proposal, re-advertise, or to terminate the conditional selection without taking further action.

4.5 Withdrawal of Proposal: Proposers may withdraw their proposal at any time by written notice to the MSBA.

5. **LEASE, EXECUTION PROCESS & OCCUPANCY:**

The MSBA, and the conditionally selected proposer will work together to finalize the Lease, which must be in the form of the MSBA Office Lease which can be found with this RFP in COMMBUYS.

5.1 Lease Preparation: The MSBA will prepare the Lease, in conformance with the RFP, the conditionally selected proposal, and the successful conclusion of negotiations by the MSBA, and the conditionally selected proposer. The MSBA will confirm that the Lease, including each Exhibit and Attachment, is complete and correct and that the Lease is ready to be signed. MSBA will send the Lease to the Landlord. The selected Landlord will be required to execute the Massachusetts School Building Authority Office Lease, a template of which is attached hereto as Attachment C-2. Landlords should specify any exceptions to the office lease and make suggested counterproposal(s) with their response. The MSBA shall not be required to accept any exceptions or counterproposals. The MSBA will work in good faith to negotiate a lease agreement that contains substantially the same terms included in Attachment C-2, attached to this RFP.

5.2 Review and Execution of the Lease by Tenant: The Landlord will sign the Lease, submit it to the MSBA. MSBA will then sign the Lease. *No lease is binding until it has been executed by the Tenant.*

5.3 Design and Completion of the Landlord's Improvements: Following execution of the Lease, it is Landlord's responsibility to deliver the Premises to Tenant in accordance with the Lease, including Exhibit B (Schematic Space Plan of the Premises), Exhibit C (Specifications for the Premises), Exhibit D (Project Schedule), and the Working Drawings. In accordance with § 4 of the MSBA's Office Lease, Landlord is responsible for the completion of Working Drawings prepared by licensed professionals, furnishing all labor and materials, and securing all permits necessary to complete the Landlord's Improvements, and for achieving substantial completion of improvements.

5.4 Occupancy: The Tenant will take occupancy of the Premises after the Premises are deemed available for Tenant's occupancy in accordance with the Lease. The MSBA will confirm the Date of Occupancy which will be the commencement date of Tenant's obligation to pay Rent and the commencement date of the Term.

6. **COMMONWEALTH POLICY OBJECTIVES**

Whenever feasible, it is the MSBA's policy to acquire leased space in a manner that supports:

6.1 Leading by Example - Decarbonizing and Minimizing Environmental Impacts of State Government: Executive Order No. 594 (EO-594) coordinates efforts at state agencies to reduce energy consumption, decrease greenhouse gas emissions, lower energy costs for the Commonwealth, and provide resilient infrastructure. Examples of such efforts include: compliance with or exceeding current building energy codes, meeting environmental criteria and receiving applicable environmental certifications (e.g., LEED), compliance with state recycling requirements, access to electric vehicle charging stations (for staff and the public), siting near public transportation and accessibility for pedestrians and cyclists, and other elements that contribute to reduced GHG emissions (e.g., reduction of fossil fuel use) and/or reduced environmental impacts.

B. GENERAL SPECIFICATIONS

The Landlord's Services in § B-1 describe the services that the Landlord must provide to the Tenant under the MSBA's Office Lease. The Landlord's Services, with any modifications agreed to by the Tenant based on the selected proposal, will be incorporated into the Lease. The proposer must clearly identify in the proposal each proposed modification so that the MSBA can take this into account in evaluating the proposal. Conditional selection of a proposal may include a requirement that the proposer withdraw a proposed modification.

The Landlord's Improvements in § B-2 describe the improvements that Landlord must provide to Tenant under the MSBA's Office Lease. The Landlord's Improvements, with any modifications agreed to by the Tenant based on the selected proposal, will be incorporated into the Lease. The proposer must clearly identify in the proposal each proposed modification so that the MSBA can take this into account in evaluating the proposal. Conditional selection of a proposal may include a requirement that the proposer withdraw a proposed modification.

The MSBA encourages proposers to suggest ways to use existing or less costly improvements to meet the needs of the Tenant and to submit alternative proposals that meet the needs of the Tenant in a better or more cost-effective manner. The MSBA's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective alternatives.

1. LANDLORD'S SERVICES

- 1.1. **Hours of Operation:** The Tenant's Hours of Operation are from 6:00 a.m. to 6:00 p.m. Monday through Friday except state holidays.
- 1.2. **Utilities:** Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the Tenant's office equipment and lighting within the Premises.

During the Hours of Operation, Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and Landlord must maintain the temperature within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. In the Main Distribution Frame (MDF), and Intermediate Distribution Frames (IDFs), if any, Landlord must maintain the temperature at no more than 70° Fahrenheit 24/7.

- 1.3. **Maintenance of Premises, Appurtenant Areas, and Building:** Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenantable condition. Landlord must provide Material Safety Data Sheets for all products used on-site.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the Hours of Operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all Building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, life-safety systems and fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if indicated or dictated by local conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1.

Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

If the Term of Lease is ten years, or if the original Term of Lease is extended to ten years, Landlord must repaint all rooms listed under Meeting Areas and Entry

Areas in the SAFS in § B-3 at the beginning of the fourth and the seventh year of the Lease Term in accordance with the specifications in § B-2, and Landlord must, at Tenant's request, re-carpet all Entry Areas, Meeting Areas, and circulation areas leading from the Entry Areas to the Meeting Areas at the beginning of the sixth year of the Lease Term in accordance with the Specifications in § B-2. Landlord must repaint all other painted surfaces within the Premises at the beginning of the fifth year of the Lease Term in accordance with the Specifications in § B-2. Landlord is responsible for moving and returning furniture as necessary to accomplish painting and re-carpeting. The Tenant may waive this requirement in writing for certain rooms, or where protective wall covering is provided and installed.

- 1.4. **Building Security and Access:** Landlord must enable authorized employees of the Tenant to access the Premises at any time 24/7. Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Landlord must provide, maintain and service all the security systems and security systems components described in § B-2. For the intrusion alarm system and the water detection and temperature and humidity monitoring systems in the MDF and IDFs, Landlord must provide a 24/7 alarm monitoring service to alert Landlord's property manager and Tenant of an alarm.

- 1.5. **Janitorial Services:** Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. Landlord must require such company to carry comprehensive liability insurance for not less than \$2,000,000 combined single limit, and Workers' Compensation insurance covering all persons employed by such company in the Building and appurtenant areas, issued by a carrier or carriers qualified to conduct business in Massachusetts, and naming the Massachusetts School Building Authority as an additional insured. Landlord must provide Material Safety Data Sheets for all cleaning products used on-site to Tenant. Services include:

Daily: Empty all waste baskets; remove trash; wash and clean all fixtures, counters, and floors in all restrooms, in each Staff Support Room, and in the Wellness Room; replenish paper and soap and hand-sanitizing products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper and hand-sanitizing products in the Restrooms, Wellness Room and in each Staff Support Room; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H₂O points of use.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture glass panels.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Clean carpet using a cleaning method consistent with the carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

Annually: Wash blinds; dust all high surfaces.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in the Wellness Room and in each Staff Support Room, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.

Recyclables Collection: Landlord must provide recycling receptacles for paper in each office and at each workstation, and Landlord must empty the receptacles as needed, but not less than once per week, into Landlord-provided recycling bins for recycling by Landlord. In addition, Landlord must provide the Tenant with recycling services for, at a minimum, delivery pallets, cardboard, glass, and recyclable plastic and metals.

Cleaning Products and Methods, Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

Additional Janitorial Services during the Term: From time to time, by agreement between Tenant and Landlord, Landlord may be required to perform additional janitorial services or increase the frequency of the services described above.

- 1.6. **Preparation for Occupancy by Tenant:** Before Tenant occupies the Premises, Landlord must perform, or Landlord must cause Landlord's professional cleaning-service company to perform, a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced, as specified in § B-2.7 Ventilation.
- 1.7. **Initial Indoor Air Quality Testing:** Within 30 days after the Date of Occupancy, Landlord must conduct initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a

moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Material Measured	IAQ Standard/Guideline	Source
Carbon dioxide	800 ppm	MA DPH
Carbon monoxide	Less than or equal to outdoor concentrations	MA DPH
Particulate in air	.035mg/m ³	US EPA
VOCs	Less than or equal to outdoor concentrations	MA DPH

Landlord must deliver to Tenant a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord’s sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.8. **Indoor Air Quality Testing During Lease Term:** Within 30 days after receipt of a written request from Tenant, twice during lease years 1– 5 and again twice during lease years 6 – 10 if the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must conduct, at Landlord’s sole cost and expense, indoor air quality testing (IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. IAQ Testing must demonstrate results consistent with those identified above.

Landlord must deliver to Tenant a written report (the IAQ Report) of the results of the IAQ Testing. If the IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord’s sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.9. **Re-Balancing of HVAC System During Lease Term:** If the Term of Lease is more than five years or if the original Term of Lease is extended beyond five years, Landlord, at Landlord’s sole cost and expense, must rebalance the HVAC system at the beginning of lease year 6 and Landlord must provide Tenant with a registered engineer’s certification that the air distribution is properly balanced in accordance with the design intent as set forth in the approved Working Drawings, along with a copy of the supporting balancing report not later than ninety days following the beginning of lease year 6. Landlord must correct identified deficiencies.

- 1.10. **Professional Design Services:** Promptly following selection of its proposal, the selected proposer must provide professional design services to the Tenant to

complete the Schematic Space Plan of the Premises that will be incorporated into and made part of the Lease as Exhibit B.

2. LANDLORD'S IMPROVEMENTS

2.1. Introduction

- 2.1.1. **Code and Regulatory Requirements:** All Building improvements must comply with the Massachusetts State Building Code, regulations of the Massachusetts Architectural Access Board (MAAB), the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design, and applicable CMR provisions. Where federal or local codes, or regulations, ordinances, or zoning laws apply, the more restrictive provision must be followed.
- 2.1.2. **Access for Persons with Disabilities:** The Building and the Premises must be free of barriers preventing access to and use of the Premises by persons with disabilities in accordance with applicable state and federal accessibility regulations.
- 2.1.3. **Project Schedule:** The project schedule in Lease Exhibit D identifies the work to be performed by Landlord and Tenant and highlights the critical-path items and dates for the completion of Landlord's Improvements (including the installation of all equipment) and the availability of the Premises for Tenant's Occupancy.
- 2.1.4. **Working Drawings:** All improvements to the Premises and related areas (the Landlord's Improvements, as defined in the Lease) must be provided and installed by Landlord and must be completed in accordance with the approved Working Drawings (as defined in the Lease) that are based on these General Specifications, including the SAFS in § B-3.
- 2.1.5. **Submittals:** Landlord must submit three full sets of the Working Drawings to Tenant and one full set in AutoCAD DWG format, on a disk.

Landlord must submit to the Tenant for review and approval, all proposed color selection, cuts, samples, and color swatches necessary to show the manufacturer's product line for any new finishes. The submittals include by way of example and not limitation, the proposed products for all floors, walls, ceilings, lighting, and the proposed finishes and materials for all architectural-woodwork.

Landlord must provide Material Safety Data Sheets for materials used in construction upon or before submission of the Certificate of Completion (see § 3.2 of the Lease).

- 2.1.6. **As-Built Plans; Cable Documentation:** Landlord must provide two disks in AutoCAD DWG format, one each to Tenant, of the approved submission of Working Drawings updated to reflect the as-built conditions, and the Cable Documentation described in § B-2, both no later than 60 days after the Date of Occupancy.
- 2.1.7. **Materials:** Whenever feasible, Landlord must use environmentally preferable materials such as materials with low emissions of volatile

organic compounds (VOCs), materials with recycled content, or materials that are recyclable.

2.1.8. **Work in Occupied Areas:** If the Landlord's Improvements are to be carried out in Premises that will be occupied in whole or in part by the Tenant during the work, Landlord must isolate the occupied areas from the construction areas with appropriate temporary, air-tight physical barriers and must schedule construction activities that are likely to disrupt the Tenant's operations for times after the Hours of Operation. Before commencing work, Landlord must submit a work plan to Tenant for review and approval identifying proposed measures to prevent migration of construction-generated pollutants to occupied areas and to ensure the continuity of the Tenant's ongoing operations.

2.1.9. **Systems Furniture**

2.1.9.1. **Tenant-Provided Systems Furniture (T-Wkstn):** Tenant will supply and install the modular systems furniture indicated as Tenant Workstations (T-Wkstn) on the SAFS in § B-3. The modular panels of the Tenant-Provided Systems Furniture vary in height from a low of 48" to a high of 85", and Landlord must coordinate ceiling heights, and the placement of HVAC and fire and life-safety systems accordingly.

2.2. **Walls:** Walls must be located as shown on approved Working Drawings. The location of all floor tracks must be verified by the project architect. The standard wall composition is assumed to be 5/8" gypsum wallboard (GWB) on metal studding, spacing as recommended by manufacturer of metal studding. Other materials, including pre-finished wall systems, providing similar acoustics, durability, and physical appearance are acceptable.

To limit the production of dust and construction debris, the MSBA encourages the use to the greatest extent possible of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance as the conventional 5/8" gypsum wallboard (GWB) on metal studding assembly. For all new wall construction, Landlord must offset electrical outlets and similar openings. Landlord must provide and install 2" x 6" wood blocking as required for support of all wall-mounted elements. Landlord must refinish existing walls to match new partitions. All surfaces must be clean and smooth, and existing walls and/or partitions to be incorporated into the Premises must be prepared to receive the new finish specified.

The MSBA uses sound transmission coefficient (STC) ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations including the Gypsum Association

2.2.1. **Demising Wall:** Demising walls separating the proposed Premises from other tenants and Building common areas must meet code requirements for fire separation. Demising walls must extend tight to the structural ceiling, meet an STC rating of 45 or better, and be finished to match

adjacent walls. A suggested assembly consists of 3⁵/₈" 25-gauge metal studs and tracks fastened securely to the floor and structural ceiling, a mid-course row of horizontal stiffeners, a sound attenuating blanket between the studs, one layer Type X⁵/₈" GWB on each side with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must apply an acoustical sealant at the top and bottom of the wall and around all penetrations.

- 2.2.2. **Full-Height Partition:** Landlord must provide and install full-height partitions at locations identified on the SAFS in § B-3. Full-height partitions must achieve an STC rating of 43 to 44 or better. A suggested assembly consists of 3⁵/₈" 25-gauge metal studs and tracks, a sound attenuating blanket between studs, one layer ⁵/₈" GWB on each side extending six inches above the acoustical tile with taped and finished joints with a three-coat system. Landlord must fasten tracks directly to the floor and structural ceiling or install angle bracing from the structural ceiling to the top of the track to provide a rigid assembly.

The MSBA encourages the use of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance.

- 2.2.3. **Operable Partition:** Landlord must provide and install the number of top-supported operable partitions indicated on the SAFS in § B-3. Each partition must span the width and height of the room. Each partition must be manually operable, must latch and must meet a minimum STC rating of 41 as a complete wall assembly. The use of a Modernfold Acousti-Seal 900 Series or a Hufcor 600 Series product or approved equivalent is acceptable. Landlord must provide separate means of egress, separate lighting controls, and separate HVAC controls and CO₂ sensors in each section of room divided by an operable partition.

- 2.3. **Doors:** Doors and frames must match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware must comply with all applicable accessibility requirements. Standard door and hardware upgrades, by type and location, are specified on the SAFS in § B-3. Where required by code, Landlord must provide and install UL labeled fire-rated metal doors and frames. Door/frame finish must consist of both one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the Tenant, or two coats polyurethane, with or without stain. New doors must not contain particleboard components made with urea-formaldehyde binders. All existing doors and frames that will remain must be prepared to receive new finishes.

- 2.3.1. **Tenant Entry Doors:** Landlord must provide and install 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. At a minimum, each Tenant Entry Door must be equipped with a vision panel, and Tenant's Main Entry Door must be equipped with a greater glass surface than a vision panel and with a tempered glass sidelight in metal or

wood frame adjacent to the door; the actual size of the glass panel and sidelight must be confirmed during design.

2.3.2. **Standard Interior Door and Frame:** Landlord must provide and install 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high solid core wood flush doors with hardwood stain grade veneer in extruded aluminum or 16 gauge steel frames, knock-down construction, with 5/8" deep stops, with factory-applied transparent finish or with factory-applied primer to receive two coats of compatible paint finish on-site.

2.3.2.1. **Sidelight:** Landlord must add one 18" wide x 6'-8" to 7'-0" high tempered glass sidelight in matching frame next to each door of all offices, meeting rooms, training rooms, interview rooms, and conference rooms identified on the SAFS in § B-3.

2.3.2.2. **Vision Panel:** Landlord must add door manufacturer's standard glass vision panel, approximately 9" wide x 30" high located at eye level on the latch side of the door for all passageways and equipment rooms such as mail rooms, storage rooms, file rooms, MDF and IDF rooms identified on the SAFS in § B-3.

2.3.3. **Interior Glass and Glazing:** All interior glass and glazing must conform to Massachusetts State Building Code with attention to the Specific Hazardous Locations provisions.

2.3.3.1. **Privacy Film:** Landlord must provide and install privacy film on the interior face of all glass sidelights, with pattern, size, and height to be confirmed by the Tenant during the design phase.

2.4. **Hardware**

2.4.1. **Standard Hardware Package:** On standard interior doors, Landlord must provide and install Grade 2 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops 5/8" deep. Latchsets must be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish. Landlord must provide and install one coat hook on the inside face of each office door.

2.4.2. **Locks:** Landlord must provide and install cylinder locksets using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the Tenant master, at all storage and equipment rooms, tenant entry doors and at locations as noted on the SAFS in § B-3.

2.4.3. **Heavy-Duty Hardware Package:** Landlord must provide and install heavy-duty Grade 1 hardware including ball bearing hinges, cylinder lockset, and deadbolt with minimum 1" throw and concealed hardened steel roller. Latchsets must be Arrow, Best or Schlage only. Landlord must provide and install a turn piece on the inside face of the door. Up to two additional deadbolt units must be provided and installed if indicated

on the SAFS in § B-3. Landlord must install closers and panic bars as required by code.

2.4.4. **Remote Door Release:** Landlord must provide and install an electronic strikeplate powered and wired to the reception desk or other locations as indicated on the SAFS in § B-3. Landlord must coordinate electrical and security tie-ins as needed.

2.5. **Finishes and Specialties:** The following finishes and specialties are minimum standards; all finishes are subject to approval. New finishes must be chosen from manufacturers' open stock to allow proper matching. Refer to the SAFS in § B-3 for location of all finishes.

2.5.1. **Ceilings:** Ceilings may be new or existing acoustical tile systems. For new installation, Landlord must provide and install an acoustical tile ceiling system consisting of 2' x 2' x 5/8" or 2' x 4' x 5/8" lay-in panels in a lay-in suspension system. New ceiling tiles must contain post-consumer recycled material and must not contain formaldehyde or vinyl facing. Ceilings must be at least 8 feet and no more than 11 feet from the floor. All piping must be concealed in hung ceilings. If the existing system is to be reused, it must be level and meet standards of new construction. Landlord must remove all soiled or damaged ceiling tiles and replace them to match the finish, pattern, and color of surrounding tiles. Landlord must replace bent or otherwise damaged grid members.

2.5.2. **Floors:** Floor finishes for all rooms/areas are specified on the SAFS in § B-3, and must comply with all applicable accessibility requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors must be level and smooth before laying down agency floor finishes.

2.5.2.1. **Carpet Tile and Straight Base:** Except where otherwise indicated on the SAFS in § B-3, Landlord must provide and install solution dyed stain-resistant Nylon carpet tile with a minimum 1/12-gauge and minimum pile density of 6,000 ounces per cubic yard, or with a minimum of 10 stiches per inch and a minimum pile density of 6,000 ounces per cubic yard. Carpet tile must have a minimum ten-year guarantee, an anti-static warranty, and a Green Label or Green Label Plus certification from the Carpet and Rug Institute Indoor Air Quality Test Program. Landlord must use water-based or low resin adhesives that meet the Green Label or Green Label Plus certification and must adjust maintenance procedures to ensure durability of resins, as per manufacturer's recommendations. Landlord must provide and install a 4"-high rubber or wood straight wall base.

2.5.2.2. **Resilient Tile Flooring and Cove Base:** In areas indicated on the SAFS in § B-3, Landlord must provide and install 2.5 mm thick commercial-grade linoleum tile flooring. Landlord must install a 4"-high cove rubber base along all walls.

- 2.5.2.3. **State Dissipative Tile (SDT) and Cove Rubber Base:** In the MDF and IDF Landlord must install 3.2mm thick, 12" x 12" static dissipative tile and 4" cove rubber base.

2.5.3. **Wall Finish**

- 2.5.3.1. **Paint:** Landlord must provide and install one coat of appropriate primer/sealer and two coats of egg-shell or semi-gloss acrylic-latex enamel paint; up to four colors, selected by Tenant. All painted and sealed surfaces must be lightly sanded between coats to give a clean smooth finish. All paints must be of low- or no-VOC content and meet current Green Seal or Greenguard standards for interior coatings.

In all Entry Areas and Meeting Areas indicated on the SAFS in § B-3, Landlord must provide and install one coat of appropriate primer/sealer and two coats of high traffic eggshell acrylic enamel paint such as ScrubTough by Scuffmaster or equal, and a painted or stained wood chair rail above.

2.5.4. **Specialties**

- 2.5.4.1. **Signage:** Landlord must provide and install a comprehensive room signage system with Braille and raised room numbers with changeable laser printer inserts within the Premises, and a permanent signage system with Braille and raised lettering in all of the common areas of the Building. The two systems must comply with all current, applicable accessibility requirements. The signage system within the Premises must extend to each modular workstation. Landlord must provide and install directories at the main entrance(s) and on each floor occupied by Tenant to allow visitors to easily find their way to the leased Premises. In buildings occupied solely by the MSBA, Landlord must provide and install at least one exterior sign stating the following: The Massachusetts School Building Authority, the street address and city.

- 2.5.4.2. **Window Coverings:** Landlord must provide and install window coverings that allow transmission of visible light, such as polyester screencloth with UV resistance, and that have anti-fungi and anti-bacterial characteristics. The type and color must be approved by the Tenant during the design phase.

2.6. **Plumbing**

Plumbing for Reverse Osmosis System: Landlord must provide and install a ¾" cold water feed with back-flow preventer and a floor drain or slop sink in one of the Landlord's janitorial closets serving the Premises for installation by the Tenant's vendor of a H₂O Reverse Osmosis (RO) system. During the Landlord's Improvements period, Landlord must allow

the Tenant's vendor access to the Premises to enable the installation of flexible lines from the janitorial closet to the H₂O points of use.

OR

Plumbing for Reverse Osmosis System: Landlord must provide and install a ¾" cold water feed with back-flow preventer under the sink serving the Staff Support Room described immediately below for installation by the Tenant's vendor of a H₂O Reverse Osmosis (RO) system.

2.6.1. **Plumbing for Staff Support Room:** Landlord must provide and install one accessible and one standard stainless steel sink with protected waste lines and 33" x 22" x 6" minimum overall dimensions in the counter of each Staff Support Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3.

2.6.2. **Plumbing for Wellness Room:** Landlord must provide and install an accessible stainless-steel sink with protected waste lines and 15" x 18" x 7" minimum overall dimensions in the counter of the Wellness Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3.

2.7. **Heating, Ventilation and Air Conditioning (HVAC):** The MSBA encourages the installation of high efficiency heating and cooling equipment and installation of an energy management system.

2.7.1. **Certification and Balancing:** Before the Premises are deemed available for occupancy, Landlord must furnish the following certifications:

- a registered engineer's certification that the Building HVAC systems as designed and constructed will satisfy the requirements of the Lease
- a registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings, along with a copy of the supporting balancing report

Any deficiencies must be corrected by Landlord at Landlord's sole expense.

2.7.2. **Heating and Air Conditioning Systems:** The Heating and Air Conditioning systems must be designed to maintain the temperature throughout the Premises within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. HVAC sound levels must not exceed a noise criterion (NC) number of 35. In the MDF, and IDF if any, the temperature must be maintained at no more than 70° Fahrenheit 24/7.

2.7.3. **Ventilation:** Office areas, restrooms, conference rooms, staff support rooms, and special equipment rooms must be ventilated in compliance with the more restrictive requirements of the latest versions of the

Massachusetts State Building Code, the Building Officials & Code Administrators International, Inc. (BOCA) National Mechanical Code or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards. Ventilation equipment must be installed and maintained in accordance with the manufacturer's recommendations.

Landlord must take precautions to prevent foreign matter from getting into equipment and ductwork during construction. All new ductwork must be cleaned of foreign matter and flushed out before the system is placed into service, and Landlord must clean all existing supply air, return air, and exhaust air ductwork systems identified to remain. Landlord must install temporary filters in all air handling units and at each return air grill when operating the system during construction. Landlord must replace these filters as needed during construction, and must install new filters in all equipment immediately prior to occupancy by Tenant.

- 2.7.4. **Zone Control and Thermostats:** Landlord must provide and install one thermostat or temperature control per zone. The zones must be delineated based on the types of space, the types of use, and the activities and Hours of Operation of the Tenant. Areas of disparate heat gain and heat loss (i.e. areas located alongside exterior windows or walls vs. areas that are not bound by exterior windows or walls, conference rooms, training rooms, equipment rooms, etc.) must be zoned separately.

The premises must be zoned separately from other Building areas and must be controlled by thermostats that are located solely within the Premises. All thermostats must be tamperproof.

- 2.7.5. **CO₂ Sensors and Air Exhaust Fans:** Landlord must provide and install a CO₂ sensor and an associated air exhaust fan in each room with an area of 300 square feet or more under the category Meeting Areas on the SAFS in § B-3.

- 2.8. **Electrical:** Landlord must provide and install an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures must be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

- 2.8.1. **Service:** The electrical service must be of sufficient capacity (277/480 volts or 120/208 volts) to provide adequate power for the Building electrical equipment and the power required to operate all equipment of the Tenant described in § B. Except for the main distribution switchboard in multi-tenant buildings, power panels must not be shared with other tenants. Landlord must provide and install panels for lighting branch circuits independent from panels supplying receptacles and power-operated equipment if the premises measure more than 6,000 square feet. All power and lighting panels must have bolt-on type circuit breakers, a door with lock and key, and must include a typewritten directory on the inside of the door. Landlord must allow 4 watts per square foot for

receptacles and lighting, and provide and install one spare circuit for every five active circuits, based on the recommendations of the National Electrical Code.

2.8.2. **Wiring:** All wire must be copper. The size of feeders must be determined by connected loads and must be of adequate size to comply with code-required voltage-drop limitations. Wiring must be installed in raceways such as EMT or in rigid steel conduit. Metal-clad or armored cable must be used above hung ceilings and in partitions; non-metallic sheathed cable may not be used. Where building conditions do not permit concealment of wiring, Landlord must use surface metal raceways, such as Plugmold or Wiremold. Landlord must make final connections to motors with liquid-tight type conduit and fittings. Independent grounds for computer outlets must be insulated copper wire; metal raceways must not be used as a ground.

2.8.3. **Type and Number of Outlets:** Landlord must provide and install 20-amp, 120-volt floor or wall-mounted duplex outlets with independent ground as follows: two per workstation and per 75 square feet of open office area; two duplex outlets in each enclosed office or room of 100 square feet or less and 1 quad outlet on desk wall; and one duplex in each enclosed office or room in excess of 100 square feet and 1 quad outlet on desk wall in an office larger than 100 square feet, one duplex outlet for every additional 100 square feet or fraction thereof. Plugmold may be installed at transaction counters, one duplex outlet per position. Power poles (one per 600 square feet) may be used to provide power to the outlets. Landlord must not connect more than eight standard duplex receptacles per circuit. Landlord must not connect more than the equivalent of one circuit for every two modular workstations, if applicable.

In each Staff Support Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power the Tenant-supplied refrigerator, microwave oven, H₂O point of use, and/or vending machines within each Staff Support Room. Power outlets in any Staff Support Room must each be connected to a separate, dedicated circuit.

In the Wellness Room described in § B-2.11 Assemblies and Architectural Woodwork and indicated on the SAFS in § B-3, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlet above the counter.

2.8.4. **Floor Core with Poke-Thru Device; Floor Core with Poke-Thru Device and Empty Conduit With Pull String:** Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and one electrical outlet in every conference room measuring 200 square feet or more. Landlord must install a 1 ½” empty conduit with pull string from the floor core to the wall closest to the location of the projector and/or TV for

installation of A/V cabling by Tenant's vendor as determined in the design phase. The poke-thru device must accommodate one voice, one data, one electrical, and one A/V outlet. In addition, Landlord must provide and install a universal projector-mounting bracket, if required, with appropriate wood-blocking and a 110-duplex receptacle in the ceiling tile.

2.8.5. **Lighting and Switches:**

All fixtures must be compatible with the ceiling system and must be installed flush with the normal ceiling surface. Lighting fixtures must be spaced to maintain a uniform lighting level of 40-foot candles at desk-top height above desks in individual offices and above the worksurfaces of modular workstations in the open areas. The lighting level in circulation areas, storage rooms, and conference rooms may be lower and follow the guidelines of the Illuminating Engineering Society of North America (IESNA).

All fixtures must be UL-listed recessed 2' x 2' or 2' x 4' energy-efficient LED fixtures with direct/indirect acrylic lenses.

Landlord must provide and install one single pole lighting switch per enclosed room and per 600 square feet of open floor area. Divisible spaces and areas with more than one access point must have three-way or four-way switching. All switches must be located adjacent to the entrance door(s) of each space. In all Entry Areas, Landlord must provide and install locked panels to prevent tampering.

All lighting switches must be equipped with occupancy-sensor devices, must be linked to an energy-management system (EMS), and must be dimmable by the occupants in all individual offices and in all meeting rooms. In all Open Areas, all lighting must be dimmable by zones not greater than 600 square feet with controls located in electrical closets.

2.9. **Low-Voltage Cabling, Main Distribution Frame, Intermediate Distribution Frame:**

2.9.1. **Telecommunication Cabling:** Landlord must provide and install a complete vertical and horizontal telecommunication cabling system for the leased space to accommodate the Tenant's data, voice over internet protocol system (VoIP), printer, TTY, facsimile, and other telecommunication equipment needs. The telecommunication cabling must include all horizontal station cabling, communications outlets, modular connectors, permanent connectors, vertical distribution systems (or riser backbones) with fiber riser cables, a 25-pair copper cable for back up, and access conduits, one plenum-rated inner duct with pull string from the Building Demarc to the Tenant's MDF, and sleeved cores. Landlord must supply patch panels and equipment cabling as required by the Tenant

during the design phase. All telecommunication cabling must be consistent with the Massachusetts Executive Office of Technology Services and Security (EOTSS) Cabling and Standards Guidelines. A printable version of EOTSS's Cabling and Standard Guidelines may be downloaded from <<https://www.mass.gov/service-details/infrastructure-guidelines>>. Landlord must provide and install adequate plywood backboards, a ceiling-mounted cable tray system, and rack-mounted modular RJ-45 patch panels.

All cabling work in this Section must be performed by a qualified telecommunication cabling installer certified in the installation of low voltage cabling.

Landlord must pre-cable each jack/extension from the rack-mounted modular RJ-45 patch panel in the Main Distribution Frame (MDF) to each jack location including jack locations in the modular systems furniture. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual-faced modular RJ-45 jacks, or as required by the telecommunication equipment, at the extension. The exact jack type must conform to EOTSS's Cabling and Standard Guidelines. Installation must not exceed a 100-meter insertion loss.

Station cables to any Intermediate Distribution Frame (IDF) must terminate into a rack-mounted modular RJ-45 patch panel. Cables must be cut down in numerical order. Cables must include six feet of extra length, looped in the room to allow for future adjustments.

All cabling must conform to EOTSS's Cabling and Standard Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install telecommunication outlets as follows: two in each conference room, interview room, hearing room and any other room/office of 100 square feet or less; three in all rooms/offices greater than 100 square feet unless otherwise indicated in the SAFS in §B-3; and one per workstation and per 150 square feet of open space area. In addition, in all ceilings throughout the premises, Landlord must provide and install one plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cable at a ratio of one for every 500 square feet of space for installation by Tenant of Tenant's Wireless system; the length of said cables must not exceed 85 meters from the MDF or IDF and their termination points. The Tenant must confirm the location of all telecommunication outlets during the design phase.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air-conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. All cabling must be at least one foot away from power distribution conduits unless it is run in separate conduit or cable trays.

All twisted pair cable must be tested by the installer for opens, shorts, crossed pair, properly terminated connections and the ability to meet Category 6. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification.

Station locations must be marked on patch panels at all IDFs and MDF. The first pin for each station cable must be identified.

Cable Documentation: The cable installer must provide clean and legible “as-built” cable drawings and records as part of the installation of the system. These drawings must, at a minimum, show the location of the MDF and the location and type of all IDFs, all distribution cable runs, and all outlets. Cable records must, at a minimum, include station numbers, horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

- 2.9.2. **Main Distribution Frame (MDF):** Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the Tenant’s voice, data, and security system equipment in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF. For the purposes of this RFP, Proposers should assume an estimated need for 20 duplex receptacles each on a dedicated 20-amp circuit and 6 L6-30R NEMA receptacles each on a dedicated 30-amp circuit mounted to the side of the cable trays.

In addition to general lighting, Landlord must install one emergency power failure light, and three convenience outlets.

Landlord must equip the MDF with the following:

- one hand-held fire extinguisher;
- a protective cage on each sprinkler head;
- a smoke-detection system linked to the Building fire alarm system;
- a water-detection system linked to the security system monitoring service;
- an ambient-temperature and humidity monitoring system linked to the security-system monitoring service;
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 70 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord’s design professionals must survey the Tenant’s equipment to be housed in the MDF and

must design an air-conditioning system sufficient for the equipment, plus a 30% load increase;

- approximately 6'-0" x 6'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards;
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room);
- an estimated minimum of 2 19" two-post server racks and an estimated minimum of one four-post server rack for installation of the Tenant's equipment;
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code.

The MDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the MDF.

The MDF should be centrally located within the Tenant's Premises.

- 2.9.3. **Intermediate Distribution Frame(s) (IDF):** In addition to the MDF Room, Landlord must build-out IDFs, as needed, to comply with EOTSS's Cabling Standards and Guidelines. Landlord must provide and install dedicated power to the IDFs, as well as any electrical adapters or receptacles required to operate the Tenant's voice and data equipment. For purposes of this RFP, Proposers should assume one IDF per floor proposed, and Proposers should assume a need for an estimated 10 duplex receptacles each on a dedicated 20-amp circuit and 3 L6-30R NEMA receptacles each on a dedicated 30-amp in each IDF.

Landlord must install one emergency power failure light in each IDF, and one convenience outlet.

Landlord must equip each IDF with the following:

- a protective cage on each sprinkler head;
- a smoke-detection system linked to the Building fire-alarm system;
- a water-detection system linked to the security-system monitoring service;
- an ambient-temperature monitoring system linked to the security-system monitoring service;
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load: ambient temperature of not more than 70 degrees Fahrenheit;
- approximately 4'-0" x 6'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboard;
- a 12"-wide ceiling-mounted cable-tray system (assume half the perimeter of the room);

- an estimated minimum of one 19” two-post server racks for installation of the Tenant’s equipment;
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code.

The IDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the in IDFs.

2.10. Security Systems

- 2.9.4. **Intrusion Alarm:** Landlord must provide and install an intrusion alarm system to serve the Premises. This system must, at a minimum, include motion detectors and contact alarms for all doors and operable windows, all of which must be connected to a security monitoring service staffed 24/7 to alert Landlord’s property manager and the Tenant. The system must be approved by the Tenant before Landlord installs the system.
- 2.9.5. **Card Access Control System:** Landlord must provide and install a card access control system with proximity readers to serve the Premises. At a minimum, this system must include: a server and head-end terminal with the associated software, memory and capacity sufficient to store and retrieve a minimum of 120-day history; card readers at every Building entrance to be used by Tenant’s staff, every door serving as entry point to Tenant’s premises, every stairwell door leading to or from the premises, at the MDF and IDF rooms, and at up to 7 other locations to be confirmed by the Tenant during the design phase; emergency exit override switches, where required; and one proximity card per staff plus 10% extra. The system must be compatible with the Building card readers, if the Building is equipped with such a system. The system must have the ability for multi-level access programming and the ability to read 125 megahertz ID cards. All proximity card readers must be installed in accessible locations and at accessible heights.
- 2.9.6. **Carbon Monoxide Detectors:** Landlord must install carbon monoxide detectors throughout the Premises for all buildings that rely on the combustion of fossil fuel as a source of energy for the HVAC system, for hot water, or for any other purpose, or for buildings connected to parking garages or to areas used for the storage of vehicles or equipment that use fossil fuel. The detectors must be hard-wired units with battery back-up, meet UL standard 2034, and be installed in accordance with the manufacturer’s recommendations. Landlord must install at least one detector per 3,000 square feet or portion thereof. The detectors must be installed in open areas with no barriers to airflow. Landlord must replace batteries in each detector as needed, but not less than once a year.

2.11. Assemblies and Architectural Woodwork:

2.10.1. All work under this section must comply with accessibility regulations for counter height, knee space and width. Landlord must follow AWI custom grade standards for quality of construction and materials; scribe all work to fit; and provide all hardware (i.e., hinges, pull catches, standards and brackets) as required for a complete facility. The finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the Tenant, or two coats polyurethane, with or without stain. High-pressure, general purpose-type laminate, Class 1 must be used throughout. Horizontal surfaces must be .028" thick, colors to be selected by the Tenant. All boards having an exposed surface of plastic laminate must have a .050" thick plastic laminate backing type M or type S applied to the opposite side of the backing material. Landlord must provide and install backsplashes scribed to fit at all installations. All underlying stock for casework must be water-resistant particleboard, or better.

2.10.2. **Counter and Cabinetry in Staff Support Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base and overhead cabinets with surface-mounted doors and accessible hardware in each Staff Support Room identified on the SAFS in § B-3.

The assemblies must meet all accessibility requirements, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sinks and electrical outlets respectively described in § B-2.6 Plumbing and in § B-2.8 Electrical.

2.10.3. **Counter and Cabinetry in Wellness Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 6' long with a 4" high continuous backsplash, one two-foot wide base cabinet, room for an under-counter refrigerator to be provided by the Tenant, and open wheelchair access under the sink in the Wellness Room identified on the SAFS in § B-3.

The assemblies must meet all accessibility requirements, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § B-2.6 Plumbing and in § B-2.8 Electrical.

2.10.4. **Chair Rail:** Landlord must provide and install a 1" x 4" milled chair rail finished with either one coat sealer/two coats semi-gloss enamel paint, or two coats polyurethane, with or without stain, in all conference rooms, hearing rooms, interview rooms, and waiting areas identified on the SAFS in § B-3. See Technical Exhibit 4.

2.10.5. **Reception Counter, Transaction Window, and Reception Desk Assembly:** Landlord must provide and install a reception counter, reception desk assembly where indicated on the SAFS in § B-3. The reception counter/reception desk assembly must meet all accessibility requirements. Landlord must provide grommets in the millwork for cable management and coordinate the installation of voice, data and power

outlets at each receptionist station. Final design to be mutually agreed upon during design phase.

B-3 SPACE ALLOCATION AND FINISH SCHEDULE (SAFS)

B-4 TECHNICAL EXHIBITS

Exhibit 1: Not Applicable to this Project

Exhibit 2: Not Applicable to this Project

Exhibit 3: Not Applicable to this Project

Exhibit 4: Typical Chair Rail Detail

Attachments

Attachment C-1: Instructions for Preparation, and Submission of Lease Proposals

Attachment C-2: Massachusetts School Building Authority Office Lease