INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, hereinafter Lease Form). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name

(Lessor), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the Department of Veterans Affairs (VA), upon the terms and conditions set forth herein.

Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

[Address]

and more fully described in Section 1 and Exhibit **XX,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by VA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm, with 5, one-year options

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof**,** the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

_____

Name: Michael Chester

Title: Lease Contracting Officer

Department of Veterans Affairs

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

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

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **XX** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **XX** parking spaces as depicted on the plan attached hereto as Exhibit **XX,** reserved for the exclusive use of the Government, of which **XX** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1. Parking will be asphalt or concrete construction in good repair, with drainage lad out to prevent the buildup of seasonal ice or water in direct path of pedestrian traffic to front entrance.
2. Pavement Marking and Signing: Provide locations and details of pavement striping and signing for parking, roadways, crosswalks, accessible parking routes, and other special areas.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$XXX,XXX.XX	$XXX,XXX.XX	$XXX,XXX.XX	$XXX,XXX.XX	$XXX,XXX.XX
TENANT IMPROVEMENTS RENT[2]	$ XXX,XXX.XX	$XXX,XXX.XX	$XXX,XXX.XX	$XXX,XXX.XX	$XXX,XXX.XX
OPERATING COSTS[3]	$ XXX,XXX.XX	$ XXX,XXX.XX	$ XXX,XXX.XX	$ XXX,XXX.XX	$ XXX,XXX.XX
PARKING[4]	$ XXX,XXX.XX	$ XXX,XXX.XX	$ XXX,XXX.XX	$ XXX,XXX.XX	$ XXX,XXX.XX
TOTAL ANNUAL RENT	**$XXX,XXX.XX**	**$XXX,XXX.XX**	**$XXX,XXX.XX**	**$XXX,XXX.XX**	**$XXX,XXX.XX**

[1]Shell rent calculation:
(Firm Term) $**XX** per RSF multiplied by **XX** RSF
(Non Firm Term) $**XX** per RSF multiplied by **XX** RSF
[2]The Tenant Improvement Allowance of $**XX** is amortized at a rate of **X** percent per annum over **XX** years.
[3]Operating Costs rent calculation: $**XX** per RSF multiplied by **XX** RSF
[4]Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes the TI for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **XX** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **XX**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **XX** directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

H. Parking shall be provided at a rate of $**XX** per parking space per month (structured/inside), and $**XX** per parking space per month (surface/outside).

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (FEB 2014)

Notwithstanding anything to the contrary contained in this Lease Solicitation, the Government may terminate this Lease, in whole or in part, at any time by giving at least ninety (90) days' written notice to the lessor, for any reason, or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government Shall be liable only for rent payments due and owing to the Lessor prior to but not including, the effective date of termination, and any unpaid tenant improvement cost identified in the Lease.

1.06 TERMINATION RIGHTS OPTION YEARS (FEB 2014)

Notwithstanding anything to the contrary contained in this Lease Solicitation, after completion of Year 5 of the Lease term, the Government may terminate this Lease, in whole or in part, at any time by giving at least ninety (90) days' written notice to the lessor, for any reason, or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government Shall be liable only for rent payments due and owing to the Lessor prior to but not including, the effective date of termination, and any unpaid tenant improvement cost identified in the Lease.

1.07 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of 1 year for each of the five option periods outlined below at the following rental rate(s):

	OPTION TERM, YEARS 6-10			
	SHELL RENTAL RATE	**OPERATING COST**	**ANNUAL RATE / RSF**	**ANNUAL RENT**
OPTION 1, YEAR 6	**$XX**	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	**$XX**	**$XX**
OPTION 2, YEAR 7	**$XX**		**$XX**	**$XX**
OPTION 3, YEAR 8	**$XX**		**$XX**	**$XX**
OPTION 4, YEAR 9	**$XX**		**$XX**	**$XX**
OPTION 5, YEAR 10	**$XX**		**$XX**	**$XX**

provided notice is given to the Lessor at least 90 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.08 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	*	*
PARKING PLAN(S)	*	*
GSA FORM 3517B GENERAL CLAUSES	*	*
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	*	*
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	*	*
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT NO. X	*	*

1.09 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2011)~~ INTENTIONALLY DELETED

1.10 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

The Government shall have the right to make lump sum payments for any or all work covered by the TI. That part of the TI amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unamortized balance of the TI. If the Government elects to make a lump sum payment for the TI after occupancy, the payment of the TI by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

1.11 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ($ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	$XX OR XX%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	XX%

1.12 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.13 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.14 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is XX percent. The Percentage of Occupancy is derived by dividing the total Government Space of XX RSF by the total Building space of XX RSF.

1.15 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is $XX. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.16 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be $XX.XX per RSF ($XX,XXX/annum).

1.17 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by $XX.XX per ABOA SF of Space vacated by the Government.

1.18 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- $X.XX per hour per zone
- No. of zones: X
- $ X.XX per hour for the entire Space.

1.19 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of $**X.XX** per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.20 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. _____
B. _____
C. _____

1.21 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).

C. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

D. Contract. Contract and contractor means Lease and Lessor, respectively.

E. Days. All references to “day” or “days” in this Lease shall mean calendar days, unless specified otherwise.

F. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

G. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.

I. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties’ obligations under the Lease begin).

J. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

K. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

L. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

M. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

N. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means “the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed.” References to ABOA mean ANSI/BOMA Office Area.

O. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 LEASE RECORDING REQUIREMENTS (JAN 2014)

The Lessor is required to execute all documents necessary to record a “Memorandum of Lease” identifying the parties to the lease, term of the lease, in the county, municipality, or political subdivision in which the building is located within 10 days of lease award at Lessor’s expense.

2.03 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.04 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.05 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.06 ~~PAYMENT OF BROKER (JUL 2011)~~ INTENTIONALLY DELETED

2.07 CHANGE OF OWNERSHIP (SEP 2013)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518, Representations and Certifications.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.08 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

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

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

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

2.09 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.10 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

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

2.11 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 10 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.

2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.

3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.

2. Issuance of required permits for construction of the TIs.

2.12 RELOCATION ASSISTANCE ACT (APR 2011)

A. If the Lessor satisfies the requirements of this Lease by performing new construction on an improved site, and such new construction will result in the displacement of individuals or businesses, the Lessor shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. The Lessor shall give GSA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the Lessor must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (SEP 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at https://www.acquisition.gov/far/.

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

3.02 DAVIS BACON WAGE RATE DETERMINATION (JAN 2014)

The following wage rates General Decision shall be for all tenant improvement work under this lease. General Decision Number CO140011 02/07/2014 CO11 applies and can be found at www.dol.gov. All labor associated with the tenant improvement build out shall conform to the above-referenced Davis Bacon Wage Rates Determination.

3.03 WORK PERFORMANCE (JUN 2012)

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

3.04 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at http://www.epa.gov/cpg.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.05 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biopreferred.gov. In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
2. Minimize the consumption of resources, energy, and water.
3. Prevent the creation of solid waste, air pollution, or water pollution.
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.06 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.07 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittals paragraph of the Lease.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.08 WOOD PRODUCTS (SEP 2013)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfiprograms.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

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

3.09 ADHESIVES AND SEALANTS (AUG 2008)

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

3.10 BUILDING SHELL REQUIREMENTS (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.11 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.12 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.13 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat losses are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as walk-off carpet tile system) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.14 MEANS OF EGRESS (SEP 2013)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the Lease Award Date).

B. The Space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.15 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.16 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.17 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.18 ELEVATORS (SEP 2013)

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

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and

Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

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

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

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.19 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.20 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent and replaced at all times during the Lease term when showing signs of wear. Flagpole height shall be a minimum of 35 feet.

3.21 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.22 ACCESSIBILITY (FEB 2007)

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

3.23 CEILINGS (SEP 2013)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.24 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.25 DOORS: IDENTIFICATION (APR 2011)

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

3.26 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building. Locks on windows or doors leading to fire escapes shall be of a type that can easily be opened from within the building without any special knowledge or effort. Windows extending 18 inches from the floor and located at least 4 feet above grade shall be provided with a safety bar on the interior window 3 feet above floor level. Alternate safeguards may be approved by the LCO.

3.27 PARTITIONS: GENERAL (SEP 2013)

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

3.28 PARTITIONS: PERMANENT (SEP 2013)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.29 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

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

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

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

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

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

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

3.30 WALL FINISHES – SHELL (JUN 2012)

A. Prior to occupancy, all restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi gloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.31 PAINTING – SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.32 FLOORS AND FLOOR LOAD (AUG 2011)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.33 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.34 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.35 BUILDING SYSTEMS (APR 2011)

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

3.36 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.37 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

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

3.38 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.39 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.40 RESTROOMS (SEP 2013)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.41 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at http://www.epa.gov/watersense/.

3.42 JANITOR CLOSETS (JUN 2012)

A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.43 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.44 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

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

3.45 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.46 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES**:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS**:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

B. LIGHTING LEVELS WITH TASK LIGHTING: Fixtures shall have a minimum of two tubes and shall provide 30 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for **_XX_** percent of the total Space, and 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for **_XX_** percent of the Space. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum luminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP**:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.47 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. 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

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.48 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)

A. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government.

B. To earn the Energy Star Label, a Building owner or representative must follow the instructions on the Energy Star Web site at http://www.energystar./eslabel.

C. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

3.49 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

The Lessor shall provide a written certification from a licensed professional engineer that the Building conforms to a minimum of:

A. Window glazing and façade protection level, with a performance condition as specified in this Lease, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

B. Setback distance, as specified in this Lease, from the face of the Building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the Building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

C. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the Building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On Buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On Buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

3.50 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)

For leases requiring new construction, the space will not be considered substantially complete until the LCO receives the Seismic Form F, Certificate Of Seismic Compliance – New Building. This form must be completed by the civil or structural engineer and certify that the building was designed and constructed in accordance with the appropriate local code.

3.51 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP 2013)

A. The Lessor shall obtain Silver level of certification from the U.S. Green Building Council (USGBC) within 12 months of project occupancy. For requirements to achieve Silver certification, Lessor must refer to the latest version at the time of submittal of LEED®-NC Reference Guide at http://www.usgbc.org. At completion of LEED documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED–Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED-Online workspace during design and through the term of the Lease.

B. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the Government may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.

3.52 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP 2013)

A. The tenant Space must meet the requirements of LEED®–CI (Leadership in Energy and Environmental Design for Commercial Interiors) at the Certified level, including, at a minimum, all credits (or their equivalent) that were identified in the RLP in the paragraph titled "Additional Submittals." The Lessor, at the Lessor's expense, shall obtain certification from the USGBC within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®–CI Reference Guide at http://www.usgbc.org. At completion of LEED® documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®–Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED®–Online workspace during design and through the term of the Lease.

B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

C. Any Building shell modifications necessary for the Space to meet the requirements of LEED®–CI (Leadership in Energy and Environmental Design for Commercial Interiors) certification by the USGBC, shall be noted and incorporated into the construction documents and shall be included as part of the Building shell costs. The Lessor must coordinate any such requirements to meet LEED®–CI Certified level for the TI's with the Building shell.

3.53 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping

materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building “flush out,” all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the LCO.

4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.

5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

6. Protect stored onsite and installed absorptive materials from moisture damage.

3.54 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government’s project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2013)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to VA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **XX** Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within **XX** Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

B. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **XX** Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

C. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **XX** Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **XX** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

D. Government review of CDs: The Government shall have **XX** Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

E. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **XX** Working Days following the end of the Government CD review period.

F. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within **XX** Working Days following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

G. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **XX** Working Days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or

already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012)~~ INTENTIONALLY DELETED

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)

A. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

B. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

D. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

E. Unless specifically designated in this Lease as a TI, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.

B. MSDS or other appropriate documents upon request for products listed in the Lease.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.

K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 5 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 5 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2013)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 60 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages $**XX** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section.

5.02 FINISH SELECTIONS (JUN 2012)

All building finishes shall be for first class, modern medical clinic space.

The Lessor shall consult with the Contracting Officer prior to developing a minimum of 2 color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. The Lessor shall provide the required color boards within 7 working days of the request for such by the Contracting Officer. The color boards shall be approved by VA prior to installation. Upon review with the Tenant, the Contracting Officer must select one color board within 15 working days, and unless otherwise specified prior to lease award, the Offeror may assume that one color board will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the color board is selected.

5.03 WINDOW COVERINGS (JUN 2012)

All exterior windows shall be equipped with window blinds integral to the window in new or like new condition, which shall be provided as part of the TI. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs at the Government's expense and shall have a minimum clear opening of 42" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1 3/4 inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening according to the space program in Section 8. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 7-pin, tumbler cylinder locks and strike plates. Provide removable core cylinders that are removable only with a special key or toll without disassembly of knob or lockset. All locks shall be master keyed. Keying information shall be furnished at a later date by the VA Engineer. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101or the International Building Code current as of the award date of this Lease. Furnish at least two master keys for each lock to the Government.

Push-Button combination locks
ANSI/BHMA A156.5, Grade 1. Lock shall be mechanical or electrically operated as indicated by LCO. Lock construction shall be heavy duty cylindrical lock housing conforming to ANSI/BHMA A156.2, Grade 1. Lever handles and operating components in compliance with the UFAS and the ADA Accessibility Guidelines. Special features shall include a key override to be compatible with the 7 pin best IC core. They shall also have a key activated passage feature to allow access without using the entry code. Manufactures shall be Alarm Lock, Code Locks LLC, Locknetics; an Ingersoll Rand Company, and Kabal llco.

Lessor shall provide and install Push-Button combination locks at the locations listed on the space program in Section 8.

5.07 DOORS: AUTOMATIC (JAN 2014)

Automatic doors within the Government-demised area shall be provided as part of the TIs and shall comply with the requirements of Builders Hardware Manufacturers Association (BHMA) 156.10. Provide operators which will move the doors from the fully closed to fully opened position in five seconds maximum time interval, when speed adjustment is at maximum setting. Equipment shall conform to UL 325. Provide key operated power disconnect wall switch for each door installation. Automatic door operators and hardware shall be selected and sized appropriately for the door, frame and for the type and frequency of traffic anticipated for the opening. Provide controls to open automatic doors from both sides. Equip controls with safety devices for pedestrian protection. Provide door operator controls and equipment that are easily accessible for maintenance.

Swing door operators shall be of institutional type, door panel size 2' to 5' width, weight not to exceed 600 pounds, electric operated for overhead mounting. Furnish metal mounting supports, brackets, and other accessories necessary for the installation of operator at the head of the door frames. The motor on automatic door operator shall be provided with an interlock so that the motor will not operate when doors are locked. Operator shall have checking mechanism providing cushioning actin at last part of door travel, in both opening and closing cycle. Operators shall be capable of recycling doors instantaneously to fully open position from any point in the closing cycle when control switch is activated. Operators shall, when automatic power is interrupted or shut-off, permit doors to easily open manually without damage to automatic operator system. Lessor shall provide and install automatic doors at the locations listed on the space program in Section 8 to included exits and entrances to the building.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the designated Contracting Officer Representative (COR) and LCO. Toilet, stairway, and corridor doors must be identified by the "International Symbol of Accessibility" at a height of 54 to 66 inches above the floor. Wherever possible, this symbol must be mounted on the wall at the latch side of the door. Doors leading into hazardous areas that might prove dangerous to a blind person shall be made quickly identifiable to the touch by knurling, roughening or applying an abrasive coating to the surface of the knob, door handle, pull or other hardware in accordance with ADA requirements. Tactile warning indicators shall not be provided for emergency exit doors. Lessor shall comply with the Department of Veterans Affairs Signage Design Guide dated December 2012.

5.09 PARTITIONS: SUBDIVIDING (SEP 2013)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.10 PARTITIONS: SUBDIVIDING ACOUSTICAL DAMPENING (JAN 2014)

Subdividing acoustical dampening partitions shall comply with applicable building codes and local requirements and ordinances. Acoustical dampening shall be provided as part of the TI. Partitioning shall extend from the finished floor to the structure above with finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 43 (e.g., interior office/conference walls to be fully insulated with batt acoustic insulation and sound attenuation membrane, etc.). Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E 84).

HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions. If necessary, sprinklers and fire alarm notification appliances shall be installed and/or repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements

5.11 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

5.12 CORRIDORS (JAN 2014)

All corridors shall have a minimum finished width of 60".

5.13 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by VA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.

2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.

3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
   a. Flats: 50 grams per liter (g/L).
   b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
   a. Varnish: 350 g/L.
   b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
   a. Waterproofing sealers: 250 g/L.
   b. Sanding sealers: 275 g/L.
   c. All other sealers: 200 g/L.
8. Shellacs:
   a. Clear: 730 g/L.
   b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.14 FLOOR COVERINGS AND PERIMETERS (SEP 2013)

A. TENANT IMPROVEMENT INFORMATION

1. Prior to acceptance, existing carpeting shall be replaced that meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lie smoothly and evenly.

2. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

3. Any alternate flooring shall be pre-approved in writing by the VA Resident Engineer and Lease Contracting Officer.

B. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct clue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

   a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option) by
   b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria
   c. Flooring Radiant Panel Test: Meets NFPA Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
   d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662

   NOTE: Testing must be performed in a NVLAP accredited laboratory.

6. Texture appearance retention rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet should be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the Procurement Officer.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the Procurement Officer within the first 60 days of Government occupancy. Government is to be a beneficiary of the terms of this warranty.

9. Ceramic Tile (CT) Unglazed ceramic mosaic tile shall be used in all toilets and other areas specified in Section 7 ADDITIONAL TERMS AND CONDITIONS. Provide slab depressions, setting beds and waterproof membrane.

10. Resilient Sheet Flooring (RSF) Resilient Sheet Flooring shall conform to ASTM F1913 and material requirements specified in ASTM F1303 for sheet vinyl flooring, Type II, Grade 1, backing classification not applicable. Foam-backed sheet flooring is not acceptable. Use smooth face, minimum thickness nominal 0.08 inch. Provide maximum size sheet material produced by manufacturer to provide minimum number of joints; minimum width acceptable 48 inches. Each color and pattern of sheet flooring shall be of dame production run.

11. The Government-demised areas which are designated by VA for cyclic carpet replacement shall be recarpeted every 5 years with a product meeting this solicitation's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

5.15 DRINKING FOUNTAIN IN VA SPACE (JAN 2014)

The Lessor shall provide a Hi-LO, wall-hung, self-contained, electric, wheelchair accessible water fountain located in the waiting room or reception area designated by the Contracting Officer. The fountain shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

Provide vinyl wall covering behind Drinking Fountain where wallboard or plaster finish occur at a minimum 50 inches wide (or terminating at the nearest corner). The vinyl wall covering shall go from base to ceiling.

5.16 HOUSEKEEPING CLOSETS (JAN 2014)

Housekeeping closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided by Lessor. Provide a minimum of 10 lineal feet of shelving for storage. Provide containment drain plumbed for appropriate disposal of liquid wastes with ceramic tile wainscot 72' above base.

5.17 BREAKROOM (JAN 2014)

Lessor shall provide as part of the TI;

a. Upper and lower cabinets
b. Solid surface counter top with back splash and integral sink.
c. Cable TV connection for a wall mounted TV.

Lessor shall provide, install and maintain as part of the rental rate the following items;

a. Energy Star rated Refrigerator (minimum 24 cubic feet)
b. Energy Star rated Microwave Oven Total of two (minimum 1.6 cubic feet, commercial grade)
c. Garbage disposal

5.18 RESTROOMS IN VA SPACE (JAN 2014)

Water closets, urinals, sinks and lavatories shall be vitreous china or stainless steel. Bariatric water closets shall be rated at 1,000 pound capacity. Waterless urinals are not permitted. Faucets and showerheads shall be of chromed brass, Monel, or vitreous china; plastic trim is not permitted. Faucets shall be laminar flow; aerators are not permitted. Electronic hands free controls shall be provided and installed by Lessor at all hand washing sinks, soap dispensers, towel dispensers and lavatories.

B. Separate toilet facilities for men and women shall be provided in accordance with local code or ordinances. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Restrooms shall have FRP (Fiberglass Reinforced Panel/Gypsum board lay-in tile ceilings).

D. Each main toilet room shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on designated wall locations by the lavatories.
4. At least one modern hand dryer, soap dispenser, and waste receptacle for every two lavatories.
5. Sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. Nurse Call

8. A floor drain.
9. Power assisted door opening on entrance door
10. Door must have a minimum clearance of 42".
11. Water closets shall not use more than 1.6 gallons per flush.
12. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
13. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.
14. Toilet partitions shall be made from recovered materials as listed in EPA's CPG.
15. Ceramic tile from the floor to a minimum height of 6'.

A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The solid surface counter should be installed to minimize pooling or spilling of water at the front edge.

Restrooms with close proximity to waiting area, Lessor's shall provide and maintain an acceptable automatic aerosol deodorizer system within each restroom for odor control.

5.19 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters and evaporative cooling units are prohibited.

Ventilation Air supply to all areas shall be minimum 15% outside air unless more is required to make up exhaust requirements. The following areas shall have 100% exhausts to the outdoors: Negative pressure exam/triage room – One (1) as directed by VA COTR (with min. 8 air changes per hour – on a switch for an as needed basis), Toilet Facilities, and Housekeeping (Janitor) Closets.

5.20 ELECTRICAL: DISTRIBUTION (JUN 2012)

A. The lessor shall be responsible for meeting the applicable requirements of the NFPA, NEC, the National Electric Safety Code, and local codes and ordinances, and shall be inspected for compliance in the NFC and local code by the local authority having jurisdiction. A certificate of compliance shall be furnished to the VA. Main service facilities will be enclosed. The enclosure shall not be used for storage or other purposes. Distribution panels must be circuit breaker type with 25 percent square power load and circuits. All electrical equipment shall be U.L. Listed. Lessor shall provide and install a dedicated, self-enclosed emergency generator to support the critical functions of the clinic in order to maintain operations in event of a power failure. This shall include telecommunications room and associated equipment, mechanical systems and alarm systems supporting the clinic, emergency egress and exit lighting, at least one emergency circuit (double duplex outlet) in each exam room, in each office, and in reception area, along with emergency light fixture in each respective area also.

B. Quad floor and wall electrical outlets shall be provided in a ratio of one (1) for every 50 square feet of space. Quad floor outlets in rooms over 400 square feet shall be provided on the basis of one (1) per twelve (12) linear feet of wall surface. Quad utility outlets shall be provided in toilets, corridors, and dispensing areas for maintenance purposes. Outlets are to be circuited separately from the lighting with not more than nine such outlets on one circuit. Switchgear and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them. All electrical outlets and switches in clinical areas shall be of "hospital grade" construction. If the electrical outlet is within 24" of a sink, then it shall be Ground Fault Interrupting type. Computer Room/ Data Closet will have special electrical requirements and emergency power. Emergency outlets shall be red in color with stainless steel faceplates.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.21 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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

5.22 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required. OUTSIDE CABLE PLANT: Minimally, a 25 pair copper cable is required for data and voice communications circuits from the carrier. Alternatively, a minimum of 8 copper pairs and 3 pairs of fiber optic cable must be available from the telecommunications carrier. All circuits will be available at the building DEMARC for distribution to the VA telecommunications closet.

5.23 DATA DISTRIBUTION (JUN 2012)

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

5.24 VA OI & T REQUIREMENTS (JAN 2014)

Telephone/data outlets will be provided on the basis of one (1) per twelve (12) linear feet of wall surface.
Coordinate outlet locations with electrical outlets for computer equipment. Outlets will be served by ¾" conduit through walls, stubbed above ceiling height, with two (2) Category 6E 4 Pair data cables and two (2) Category 6E 4 Pair voice cable at each location, running back to the data closet, terminated by OEM Certified contractor at the jack location and on contractor provided patch panel(s) and data rack(s). Cabling shall be 4 individually twisted pair 24 AWG insulated copper conductors, voice=green color; data=yellow color.

PUR6004GN-UY	(Panduit)	CAT6E 4 PAIR PVC CABLE BULK GREEN	1000'
PUR6004YL-U7	(Panduit)	CAT6E 4 PAIR PVC CABLE BULK YELLOW	1000'

Contractor shall provide and install a suitable (L5-20, L6-30, etc.) receptacle, mounted in or near the Rack space in the data closet for VA provided UPS connection. Provide and install sheets of ¾" plywood from floor to 6'-0" high along one wall of IT closet. VA IT staff will provide specific guidance on power plug connectors/terminations/patch panels, etc. The government reserves the right to provide its own telephone service in the leased space.
Training room data jacks will be provided on the basis of one (1) every six (6) linear feet of wall surface.

General Requirements:
All telecommunications cabling and telecommunications physical space must conform to established industry standards (NEC, NFPA, OSHA, IEEE, EIA/TIA, etc.) including the following practices:

- Telecommunications equipment and other equipment supporting the building's security or communications interfacing may be located in wiring closets. Electrical service panels, HVAC equipment, natural gas or water control valves, etc. must be located elsewhere.
- Length of any UTP cable run from patch panel in wiring closet to RJ-45 data jack at wall plate must not exceed 90 meters. If contractor cannot meet this requirement with a centrally located wiring closet, contractor must provide additional wiring closets conforming to the specifications outlined in this document.

Environmental/Electrical:
A telephone/data wiring closet must be provided in accordance with the space program in Section 8. The floor must be sealed concrete or low static tile. It must have lighting controlled by a wall switch directly inside the closet by the entry. Lighting fixtures shall be flush-mounted, and shall ensure a lighting level of 100 foot-candles on working surfaces with a near (natural) light color rendition. Thermal comfort levels in telecommunication rooms will maintain air flow to maintain room temperature above 32 degree F and below 75 degree F with a heat load of up to 3Kw is active.. 20-amp duplex or quad electrical receptacles must be located on each wall and each receptacle must be connected to one or more circuits that are isolated from receptacles outside the closet. Two of the receptacles must provide emergency power, and the receptacle should be red. The door must open outward to avoid collisions with network equipment or, if inward opening, provide at least five feet of clearance between the door and any network equipment. All perimeter walls for the IT closet shall extend from floor to roof deck above to prevent entry.

Equipment Mounting Hardware:
At the end of the room opposite from the entry, a Lessor-provided 96"H x 24" W x 30" D four-post equipment rack made with 16 gauge steel components, supporting 52 rack spaces, UL Listed for 2,500 lbs. (Panduit CMR4P96) must be installed at a 90-degree angle to the wall. Vertical cable management must be provided by contractor and attached to each side of the rack (Panduit Patch Runner PRV8). Contractor must also provide horizontal cable management (Panduit SRBCT, Panduit NCMH2, Panduit NCMHAEF2, Panduit NCMHAEF4). VA OI&T staff will mount horizontal cable management after network electronics have been installed in the rack. The contractor will provide at least one two post standard rack(s) 96"H x 20.3" W x 6" D 6" channel steel for a UL Listed of 1,500 lbs. load rating (Panduit R2P96S). The standard rack must be interoperable with the horizontal and vertical cable management supporting the 4 post equipment rack. The rack must be bolted to the floor for stability and oriented for easy access from front and back (ideally this would be at least 4-foot clearance, front and back). Racks must also be connected by grounding strip (Panduit CGK630U) and grounded to building ground through a bus bar (approx. ¼" x 4" x 12") of copper with tin plating which meets BICSI and J-STD-607 (Panduit GB4B0612TPI-1) and self-laminating labels to identify bus bar to the building ground. All components are required to be installed by OEM certified installer of items provided for telecommunications closet. Provide electronic card access for IT closet door.

Horizontal Cable Raceways:
All horizontal wire and cabling shall be installed in a raceway system within the telecommunications closet. This raceway should be supported from above the rack area with enough vertical space to allow for easy access to both the raceway and top of the rack system and a graceful entry from the above raceways to the equipment within the racks below. Waterfall devices provide the soft transition from the raceway above the racks to the devices below and should be installed in adequate numbers to facilitate the network hardware being deployed and additional waterfall devices provided to IT for current and future needs. The raceway must run across the top of the rack in four directions each point meeting in the near center.
Racks are shown in the center of the diagram below with raceway running across the top to the full extent of the room, and two offset raceways tying into the main trunk of the raceway at one point left and one point right of the rack space.

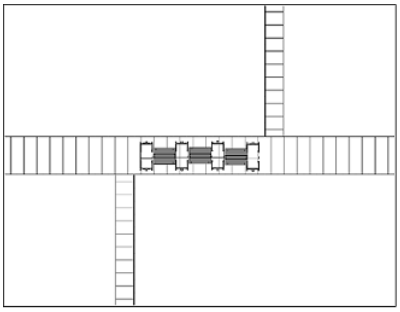

Illustration: Example of raceway position in Telecommunication Closet

VA OI&T staff will be responsible for the purchase and installation of network electronics and uninterruptible power supplies.

Adjacent to the T-style equipment rack, one or more walls must be covered with ¾-inch fireproof plywood and painted white. A remote telephone switch requiring wall mounting will be provided and installed in this area by VA OI&T staff. Ideally, this should be the same or adjacent wall to where the Local Exchange Carrier point-of-presence equipment is or will be installed.

UTP Telecommunications Cabling:
Sufficient angled patch panels must be provided to match the number of UTP data/VOIP cable home runs from the new wiring closet to individual room locations, plus 10-15% for growth. These angled patch panels must be mounted with top panel starting at approximately 5.5 foot height of the contractor-provided equipment rack(s). The patch panels must be 48-port angled high-density patch panel with labels (Panduit Part No. CPPLA48WBLY), supplied factory installed CFFPL4 type front removable snap-in faceplates, of cold rolled steel construction, able to accept modules for Cat5e and Cat6e, Fiber Optic and Coax with snap-in feature to allow for easy moves, adds and changes. Items ordered need to match our VA OI&T standard infrastructure and meet VA requirements for Quality Assurance of installation.

All UTP data/VOIP cable home runs must be terminated in the wiring closet in patch panels using the 568-A standard.

The provision of both data/VOIP cable runs and analog/digital voice cable runs provides flexibility for the location to support a mixture of PBX, VOIP and POTS voice services over time.

Cat 6E cabling should be used for all UTP cabling home runs (voice and data) (Panduit PUR6004GN-UY; PUR6004YL-U7). This cabling must meet or exceed the current industry standards for voice/data cabling and must be certified together with the telecommunications infrastructure installed by contractor to meet the VA Quality Assurance requirements. (Section 27 00 11 Communication Equipment Room Fittings). Contractor must also include in the procurement the necessary patch cabling to support each network jack that is installed. These cables should be green 7' (station) and yellow 10' (closet) cables supporting both the station side and the telecommunication closet.
Once terminated, UTP cabling must be capable of supporting 10/100/1000-BASE-TX Ethernet traffic that will meet the VA requirements for signal level, signal speed, impedance, and system data error (Section 27 00 11 Communication Equipment Room Fittings). All UTP cabling home runs must be terminated by 569-B modular RJ-45 jacks that meet or exceed ANSI and IEEE Class E channel standards and that meet requirements of IEEE 802.3af and IEEE 802.3 for PoE applications (Panduit CJ688TGYL) yellow color jack for data, green color jack for voice in single gang, sloped vertical faceplate accepting 4 modules (Panduit CFPSL4EIY). The standard network drop consists of two phones and two data jacks. A typical room requires one standard network drop per 50 nsf of space. Coordinate outlet locations with electrical outlets for computer equipment. Outlets will be served by ¾" conduit through walls, stubbed above ceiling height, with two (2) Category 6 data cables and two (2) Category 6 voice cable at each location.

Labeling of Cabling Runs:
For ease of tracing, troubleshooting or relocation, cable jacket colors must be green for the voice jacks, yellow for the data jacks with corresponding color jacks in sloped wall plate. Each cable voice/data pulled to the telecommunications closet must be identified in the telecommunications closet to the corresponding room number.

Room numbers will be assigned by VA staff in advance of any cabling pulls.
Analog/digital and data/VOIP jacks are labeled alphanumerically based on the level location of the patch panel and the port number on the patch panel that corresponds to the room/jack in associated inside the telecommunication closet. Multiple installs of the 48 angled patch panels should be labeled with capital letters A-Z from the top of the rack down. A label below each jack must indicate the room number and sequential jack position within the room. As an example, upon entering a room, the first quad receptacle would be labeled room #-seq. #, such as 101-1, and continue around the room in clockwise order incrementing the sequence until all wall jacks are labeled. Further each jack within the quad receptacles will also need to be identified by identifying the panel and associated jack on that patch panel for each jack (Section 27 00 11 Communication Equipment Room Fittings).

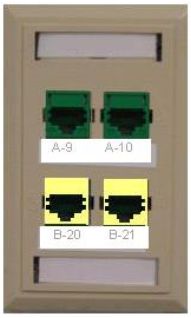

Illustration 1: Sample sloped wall plate Illustration 2: Example of jack identifiers NOT wall plate

Contractor must clearly label all patch panel jacks, 110-panel positions and cross-connects to match the labeling of the wall plate jacks.

Testing of Completed Cabling:
Once UTP data cabling has been pulled and terminated at both ends, the contractor must test each cable run to confirm that it is capable of supporting data transmission rates indicated above and conforms to cabling standards listed above. The contractor must supply a report documenting the test results. The report should be submitted in electronic format. Wireless Infrastructure: The listing below is the requirements that must be provided to address wireless infrastructure for a new construction or renovation project.

1. Dimension of the building: This must be the longest length and largest width of the building or section of the renovated space.
2. Total Square Feet of the building: This must be the total foot print square foot of the new building or renovated space.
3. DWG document created from the engineering staff's AutoCAD application: The document must include the room numbers as well as the total dimension of the building. The AutoCAD DWG drawing must not be in design mode and must be attached to the Service Request ticket as well.
4. Ceiling height of the building: This is normally 10 feet, in some cases ceilings may be higher than normal and must be identified.
5. Clinical Services: List if inpatient mental health will be located in the new building or renovated space.
6. Specialized construction: Identify any areas where there will be specialized construction, such as 18" reinforced concrete walls.
7. Construction start date: The date the construction is to begin on the new building or renovated space.
8. Estimated construction completion date.
9. Wireless Clients: Types of wireless clients expected to be used at the new building or renovated space including Wireless VOIP clients. Total number of wireless clients expected to be deployed.

The System Contractor or subcontractor shall submit certified documentation that they have been an authorized distributor and service organization for the OEM for a minimum of three (3) years. The System Contractor shall be authorized by the OEM to certify and warranty the installed equipment. In addition, the OEM and System Contractor shall accept complete responsibility for the design, installation, certification, operation, and physical support for the System. This documentation, along with the System Contractor and OEM certification must be provided in writing as part of the Contractor's Technical Submittal.

5.25 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal

and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.26 LIGHTING: INTERIOR AND PARKING – TI (SEP 2013)

A. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the Construction Standards and Shell Components Section of the Lease and the space layout is part of the TI. The light fixtures shall meet the requirements as stated in the Construction Standards and Shell Components Section of the Lease. Interior lighting shall have Skyfactory lay-in florescent light diffusers lenses.

B. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is part of the TI.

C. The design intent drawings may require a mixed use of recessed or pendant style fixtures in the leased space.

D. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter.

E. The Lessor shall provide dimmable lighting in the locations designated in Section 8.

5.27 EXTERIOR SIGNAGE (MAR 2013)

Lessor shall develop and provide a complete exterior signage program approved by the Contracting Officer to include identification, directional, informational, and regulatory signage. Signage must comply with local municipality's codes and specifications. Careful consideration of the location of monument signs shall be taken to avoid sight triangle encroachment.

Lessor shall provide ground mounted, illuminated, horizontal monument sign to identify the Outpatient Clinic main entrance. Lessor shall provide foundations and electrical power as necessary. Base shall be concrete or Masonry and shall be compatible with building design and landscaping scheme. Monument sign shall be 4'-0" high x 10'-0" wide. VA will furnish message layout, content, and colors for the monument sign. Graphic process shall be routed out copy backed with white, translucent acrylic.

Lessor shall provide illuminated, wall mounted building identification signs of dimensional anodized aluminum letters and numerals with VA logo. Letters and numerals shall be minimum 18 inches high. Logo shall be of design provided by VA and shall be 27 Inches high. Sign messages shall be as follows:

Facility Name: Montrose Community Outpatient Based Clinic. VA logo shall precede facility name.

Address sign shall consist of numerals for the building street address.

Wall mounted building signs shall be prominently located to be visible form street approach in accordance with VA approved building elevations.

5.28 INTERIOR SIGNAGE (MAR 2013)

Lessor shall develop and submit a signage plan for review and approval by the Contracting Officer Representative, Tomah VA Interior Designer and Contracting Officer during design development. Interior signage systems shall include identification, directional, informational, and code required signage. The Lessor shall furnish and install interior signs for all rooms, areas, conditions or features in the facility. Comply with accessibility standards listed in Section 3.21 of this Lease.

Patient Room Flags shall be provided and installed on each exam room door frame, or adjacent to each door frame, as directed by VA COTR. These shall be color coded, made of high quality scratch resistant plastic and plexi glass, and include 6 flags (Unimed-Midwest Inc. or approved equal). Submit for VA approval of color scheme prior to order and install.

For informational purposes, Offerors are advised that VA has an established signage program, VA Signage Design Guide, which may be found at http://www.cfm.va.gov/TIL/spclRqmts.asp.

5.29 SPECIAL SYSTEMS SPECIFIC REQUIREMENTS (MAR 2013)

A. Provide systems as determined by project requirements. Not all systems may be required, and not all required systems may be listed below.

B. NURSE CALL
Lessor shall provide nurse call system(s) as required. System(s) shall be as manufactured by Hill-Rom, or approved equivalent, as updated to most current technology or manufacturer. This shall include a pull cord mounted in the room, with an audible and visual annunciator outside the respective room and at the nursing station.

A local emergency staff notification system shall be installed in each exam room, bathroom, and in adjacent public bathrooms, if any.

C. DURESS ALARM
For reporting compatibility with the VA Medical Center Police in Ft. Harrison the Lessor is to provide and maintain a networked "Dialer operated duress (or panic) alarm system via either Dialog Elite http://www.antx.com/Products/Compare.htm or LYNX

http://lynx.mitsi.com/Public/Products/product_matrix.htm" at exam/consultation rooms, reception desks, etc. This system's panel typically is housed in the electrical panel space or the Tele/Data closet space with "thumb pull type" button at each desk location. Alarm shall indicate clinic name, location, respective room number and room function.

These types of alarm systems are used to provide rapid notification of police during an actual incident. The alarm may be activated by a covertly placed switch or button. Once activated, the switch or button can only be re-set by a key or other special tool that is in the possession of the VA police unit or other responder. The alarm enunciator will be monitored by police whenever the protected area is operational. The exact location of panic/duress alarm switches will be determined by a physical security survey of the protected area.

D. INTERCOM SYSTEM
Lessor shall provide and install, to audibly communicate from the nursing station to each VA designated room and office location throughout the VA lease space.

E. SECURITY SYSTEM
Lessor shall provide security system to alarm upon illegal entry or loitering in the leased space and to prevent unauthorized entry 24 hours, 7days per week. The preferred system will have intrusion/motion detectors at each entrance to the clinic space that alarm locally at the site and to a remote monitoring location. The remote monitoring company shall be in the business full-time (ADT, Brinks, etc. or equal), shall be approved by the Contracting Officer, with all installation and monitoring cost provided by the Lessor for the term of the lease. Lessor shall install keypad to arm/disarm the security system at each entrance to the VA space and other locations designated by VA. Security System shall be based on the VA Handbook 0730/2 Appendix B and the VA Physical Security Design Manual (see Security System Exhibit). Intrusion detectors must have the following essential features.

An internal, automatic charging DC standby power supply and a primary AC power operation.
A remote, code operated activation/deactivation switch installed inside the entrance(s) of the clinic.
An automatic reset capability following intrusion detection.
A local alarm level of 80 dB (min) to 90dB (max) up to 100 feet
An integral capability for the attachment of wiring for remote alarm and intrusion indicator equipment (visual or audio)
A low nuisance alarm susceptibility.
Intrusion detector equipment which operates on the principle of narrow beam interception, microwave, or photo electric eye is unacceptable.

F. VIDEO TELECONFERENCING SYSTEM (VTEL)
Provide cabling and outlets for the VTEL system. The VA shall provide equipment required for the VTEL system. Install a CAT 6 cable from a data outlet in designated Treatment, Telemedicine, and Classroom to Telephone Equipment Room. Cable from each room shall terminate in center of Telephone Equipment room with thirty (30) feet of excess cable and shall be tagged to indicate room that cable serves. System(s) shall be as manufactured by Polycom, Tandberg, HP, or approved equivalent, as updated to most current technology or manufacturer.

G. ELECTRONIC ACCESS AND DOOR CONTROL SYSTEM
Provide complete, operational electronic card access and door control system. All access control system products shall be furnished and installed by the same company. System shall be Dyna Lock, Locknetics, Sentrol, or approved equivalent, as updated to most current technology or manufacturer. Lessor shall provide electronic access and door control system at the locations designated in Section 8.

Access door(s) to patient care areas from patient waiting is to be controlled (via electronic lock release) by button located at reception desk to control unauthorized entry into clinic treatment area.

H. CABLE TELEVISION
Lessor shall provide Cable television (MATV) systems as required. Provide necessary conduit to property line or nearest CATV site junction point. Coordinate with preferred cable TV company to provide connections and service. Lessor to provide all necessary coax cable and splitter for a complete CATV system. Provide TV outlet in waiting rooms, break rooms, conference rooms and selected rooms locations designated in Section 8.

I. AUTOMATED EXTERNAL DEFIBRILLATOR
Lessor shall provide and install conduit/utilities for a government provided AED system. AED unit will be installed and calibrated by Biomed Officer. Location will be designated by LCO.

J. HEALTHY VET KIOSKS
Lessor shall provide electrical and data connections located in the floor or wall for two Healthy Vet registration kiosks. Location will be designated by LCO.

5.30 CUBICLE CURTAIN TRACKS (MAR 2013)

Lessor shall provide curtain tracks and carriers/hooks in the locations designated in Section 8.

Provide surface-mounted tracks of extruded aluminum, ASTM B221, alloy 6063, temper T5 or T6, channel shaped, with smooth inside raceway for curtain carriers. End stop connectors, ceiling flanges and other accessories shall be fabricated from the same material with the dame finish as the tracks or from nylon.

Curtain carries shall be nylon or delrin, with either nylon or delrin wheels on metal, delrin, or nylon axles. Equip each carrier with either, stainless steel, chromium-plated brass or steel hooks with swivel, or nickel chromium-plated brass or stainless steel bead chain and hook assembly. Alternatively, delrin carriers may have molded-on delrin hooks. Hook for bead chain may be the same material and finish as the bead chain or may be chromium-plated steel. Provide 2.2 carriers for every foot (or fraction thereof) of each section of each track length, plus one additional carrier.

Ate end of each section of track, make provision for insertion and removal of carriers. Design to prevent accidental removal of carrier. Any operating mechanism shall be removable with common tools.

VA will supply and maintain fabric cubicle curtains.

5.31 PORTABLE FIRE EXTINQUISHERS (MAR 2013)

Portable-type fire extinguishers shall be provided and maintained by the lessor in accordance with NFPA 10, "Portable Fire Extinguishers. This includes both monthly inspection and documentation, along with annual maintenance, and inspection documentation shall be attached to each fire extinguisher. Lessor shall provide and install semi-recessed fire extinguisher cabinets.

5.32 CASEWORK AND COUNTERTOPS (MAR 2013)

Casework and countertops shall be provided in the locations designated in Section 8.

Special counter tops (wood, stainless steel, chemical resistant laminate, or epoxy) shall be designated by LCO.

a. Laboratory - Stainless Steel countertop

A. Casework

Casework shall be of the flush overlay design and, except as otherwise specified, be in conformance with AWI 1600, Modular Cabinets. Fabricate casework of plastic laminated covered particleboard.

a. Plastic laminate shall conform to NEMA LD-3
b. Exposed vertical surfaces including both sides of cabinet doors shall be high pressure laminate Type VGS (0.28)
c. Cabinet interiors including shelving shall comply with NEMA, LD3.1 at a minimum: high pressure cabinet liner Type CLS (0.20), OR thermally fused melamine laminate.
d. Backing (concealed surfaces) shall be high pressure backer Type BKH (0.28).

Core materials shall be as follows:

a. Particleboard up to 7/8 inch [22.22 mm] thick shall be Industrial Grade average 47- pound density particleboard, ANSI A208.1, M-3.
b. Particleboard 1 inch [25.4 mm] thick and thicker shall be Industrial Grade average 45- pound density particle-board, ANSI A208.1, M-2.
c. Moisture Resistant Particleboard shall be average 47-pound density particleboard, ANSI A208.1, M-3.
d. Medium Density Fiberboard 1/4 inch thick shall be average 54-pound density grade, ANSI A208.2.

Edging shall be a rolled bullnose edge.

Exposed hardware, except as otherwise specified, shall be satin-finished chromium-plated brass or nickel plated brass.

Hinges shall be fabricated of minimum 0.072-inch [1.83-mm] thick chromium-plated steel leaves, with minimum 0.139-inch [3.53-mm] diameter stainless steel pin. Hinges shall be five knuckle design with 2-1/2 inch [63.5 mm] high leaves and hospital type tips. Doors 36 inches [914.4 mm] and more in height shall have three hinges, and doors less than 36 inches [914.4 mm] in height shall have two hinges. Each door shall close against two rubber bumpers.

Door catches shall be friction or magnetic type, fabricated with metal housing. Provide one catch for cabinet doors 48 inches [1200 mm] high and under, and two for doors over 48 inches [1200 mm] high.

Locks shall be cylinder type, 5 pin tumbler, cam style lock with strike. Acceptable locks for ¾- inch [19 mm] thick doors include: National #M2-3708-157 lock and National #M2-3709-100 with strike. Provide two keys for each lock. The name of the manufacturer, or trademark by which manufacturer can readily be identified, shall be legibly marked on each lock, the key change number shall be marked on the exposed face of lock, and also stamped on each key. Key change numbers shall provide sufficient information for replacement of the key by the manufacturer.

Drawer and door pulls shall be flush pulls fabricated of ABS plastic.

Drawer slides shall be full extension, 150-pound [68-kg] load rated epoxy coated steel with nylon, ball bearing rollers, with positive stop both directions.

B. Countertops

Plastic Laminate (HPDL) shall conform to NEMA LD 3. Decorative surfaces shall be either:

a. Horizontal: High-pressure decorative laminate type HGS (.048)
b. Post forming: High-pressure decorative laminate type HGP (.039)

Concealed backing sheet shall be high-pressure backer BKH (.048) or (.039) to match exposed faces.

Chemical-resistant plastic laminate, NEMA LD3 types HGS or HGP.

Test for resistance to reagents as follows: Test with five 0.25 mil drops remaining on surface for 16 hours followed by washing off with tap water, then cleaned with liquid soap and water, dried with soft cotton cloth and then cleaned with naphtha. There shall be no change in color, surface texture, and original protect ability remaining from test results of following reagents:

98% Acetic Acid 90% Formic Acid 28% Ammonium Hydroxide

Zinc Chloride (Sat.)	Gasoline	Cresol
Sodium Carbonate (Sat.)	Kerosene	Ether
Calcium Hypochlorite (Sat.)	Mineral Oil	Monochlorobenzine
Sodium Chloride (Sat.)	Acetone	Cottonseed Oil
Butyl Alcohol	Chloroform	40% Formaldehyde
Benzine	Ethyl Alcohol	Methyl Alcohol
Xylene	Amyl Acetate	Ethyl Acetate
Toluene	Carbon Tetrachloride	Trichlorethylene

Superficial effects only: Slight color change, spot, or residues only with original protect ability remaining from test results of following reagents:

77% Sulfuric Acid
37% Hydrochloric Acid
85% Phenol
33% Sulfuric Acid
20% Nitric Acid
85% Phosphoric Acid
30% Nitric Acid
Furfural
Dioxane

a. Particleboard up to 7/8 inch [22.22 mm] thick shall be Industrial Grade average 47- pound density particleboard, ANSI A 208.1, M-3.
b. Particleboard 1 inch [25.4 mm] thick and thicker shall be Industrial Grade average 45- pound density particle-board, ANSI A208.1, M-2.
c. Moisture Resistant Particleboard shall be average 47-pound density particleboard, ANSI A208.1, M-3.

Solid Surface Material (SSM): Solid surface material shall be a homogenous filled solid polymer, not coated, laminated, or of a composite construction, and meeting ANSI Z124.3 and ANSI Z124.6 requirements.

Flammability: Flame Spread shall be 25 max. Smoke Developed shall be 25 max. Material thickness shall be as indicated on the drawings. Cast, 100 % acrylic solid polymer material shall be composed of acrylic polymer, mineral fillers, and pigments and shall meet the following minimum performance requirements:

Property	**Typical Results**	**Test**
Tensile Strength	6,000 PSI	ASTM D 638
Tensile Modulus	1.5×10^{-6} PSI	ASTM D 638
Tensile Elongation	0.4% min.	ASTM D 638
Flexural Strength	10,000 PSI	ASTM D 790
Flexural Modulus	1.2×10^{-6} PSI	ASTM D 790
Hardness	>85	Rockwell "M" Scale ASTM D 785
Thermal Expansion	3.02×10^{-5} in./in./°C	ASTM D 696 (1.80×10^{-5} in./in./°F)
Gloss (60° Gardner)	5–75 (matte—highly polished)	ANSI Z124
Light Resistance	(Xenon Arc) No effect	NEMA LD 3 Method 3.3
Wear and Cleanability	Passes	ANSI Z124.3 & Z124.6
Stain Resistance: Sheets	Passes	ANSI Z124.3 & Z124.6
Fungus and Bacteria Resistance	Does not support microbial growth	ASTM G21&G22
Boiling Water Resistance	No visible change	NEMA LD 3
High Temperature Resistance	No change	NEMA LD 3
Water Absorption	Long-term 0.6% (1⁄2") 0.8% (1⁄4")	ASTM D 570

Molded Resin Tops shall be non-glare epoxy resin or furan resin compounded and cured for minimum physical properties specified. Material shall be of uniform mixture throughout.

Compressive strength	200 MPa (30,000 PSI)
Flexural strength	70 MPa (10,000 PSI)
Rockwell hardness	105
Water absorption, 14 hours (weight)	.01%

Stainless Steel shall conform to ASTM A167, Type 304.

Sheet Steel shall conform to ASTM A366, cold rolled, Class 1 finish, stretcher leveled.

Hardwood Countertop shall be solid maple, clear grade.

Adhesive for plastic laminate shall conform to FS A-A-1936. Adhesive for shop and field joints in Solid Surface Material (SSM) shall be a two-part adhesive kit to create permanent, inconspicuous, non-porous, hard seams and joints by chemical bond between solid polymer materials and components to create a monolithic appearance of the fabrication. Adhesive shall be approved by the solid polymer manufacturer. Adhesive shall be color-matched to the surfaces being bonded where solid-colored, solid polymer materials are being bonded together. The seam adhesive shall be clear or color-matched where particulate patterned, solid polymer materials are being bonded together.

Fasteners shall be studs, bolts, spaces, threaded rods with nuts, or screws suitable for materials being joined with metal splice plates, channels, or other supporting shapes.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **XX** AM to **XX** PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of New Buildings except Low Rise Residential Buildings, or more restrictive state or local codes.

B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

C. The Building operating plan shall be in effect as of the Lease Term Commencement Date and shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing.

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (SEP 2013)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy. No use of any evaporative cooling units.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is $3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. 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.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

To meet HIPAA requirements, the Lessor will provide and maintain (document) the training of janitorial and other installation/cleaning/maintenance employees" for working in staff areas subject to housing patient information.

Readily accessible (in the janitor closet), the Lessor shall provide and maintain a 3-ring binder that organizes and contains all applicable MSDS (Material Safety Data Sheets) of items used by janitorial services for cleaning/servicing leased space. (See also "Janitorial Service" & "Indoor Air Quality" section)

On at least a quarterly basis, the Lessor with the tenant user (and/or visiting inspection team) shall tour the leased space to identify building systems, walls, flooring, ceilings, doors, and windows that require service/maintenance and take action to correct any anomalies listed and approved by the contracting officer within a week of that notice. (See "Services and Utilities" section of lease contract).

6.08 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

A. Use products that are packaged ecologically;

B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and

C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.09 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

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

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every 3 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

a. Backing or underlayment is exposed;
b. There are noticeable variations in surface color or texture;
c. It has curls, upturned edges, or other noticeable variations in texture;
d. Tiles are loose; or,
e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every **X** years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1. MANUAL PROCESS: The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. ELECTRONIC PROCESS: The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

a) How to Log In
b) How to Answer and Create New Golden Questions
c) What Additional Documents to Send
d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
b) Certification That My Answers Are True
c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

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

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

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

6.17 LANDSCAPING (JUN 2012)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;

2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and

3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

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

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the http://csrc.nist.gov/groups/STM/cmvp/validation.html#02. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at https://www.acquisition.gov that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

c. Contact information for the named individual; and

d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at http://csrc.nist.gov/publications/PubsTC.html#Forensics. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF.and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO2 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: http://www.epa.gov/radon/zonemap.html.

6.24 RADON IN AIR (SEP 2013)

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. INITIAL TESTING:

1. The Lessor shall:
a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);.
b. Report the results to the LCO upon award; and
c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.
3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. Program Initiation and Procedures.
a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.25 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.26 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.27 MOLD (SEP 2013)

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.28 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.29 FLAG DISPLAY (SEP 2013)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

6.30 EMERGENCY LIGHTING TESTING (MAR 2013)

The VA requires monthly and annual inspections of emergency lighting systems. This testing is the responsibility of the lessor and will require a 30-second test of all emergency lighting within the demised area to determine all emergency lighting functions properly. The annual inspection shall consist of a 90-minute test to determine that all emergency lighting functions properly and all battery backup units operate at rated capacity. All emergency lighting testing is done at the lessor's expense.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the following requirements of Security Level II from the Security Level Standards for Leased Property Handbook approve September 29, 2004.

1. Perimeter Security

a. Security control for parking (surface lots, adjacent structures, underground garages under the Lessor's control) is solely limited to the assignment (marked "reserved") of authorized Government parking spaces and vehicles.

b. Adequate lighting, with emergency power backup, for the exterior of the building is required. Parking areas shall also be adequately lighted.

c. For Level II, applications of shatter-resistant material, acceptable to the Government, shall be applied on exterior windows in Government-occupied space.

2. Entry Security

a. Security Guards may be required, as deemed necessary by a Government Security Specialist.

b. Intrusion Detection System (IDS) with central monitoring capability may be required, as deemed necessary by a Government Security Specialist, for the building exterior.

c. Government reserves the right to post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons.

3. Interior Security

a. Utility areas shall be secured and only authorized personnel shall have access.

b. Emergency power sources to critical systems (i.e., alarm systems, radio communications, computer facilities, CCTV monitoring, fire detection, entry control devices, etc) are required.

d. The following requirements pertain to the added protection of the building environment from airborne chemical, biological, or radiological attacks.

(1) Access to mechanical areas and building roofs shall be strictly controlled.

(2) Access to building information, including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be required. Such information shall be released to authorized personnel only. Names and locations of Government tenants shall not be disclosed within any publicly accessed document or record.

(3) Procedures (should airborne hazards be suspected or found) are required for the notification of the lessor's building manager, building security guard desk, local emergency personnel, or other Government emergency personnel, for the possible shutdown of air handling units serving any possibly affected areas.

4. Administrative Procedures

a. Building managers and owners are required to cooperate with and participate in the development and implementation of Government Occupant Emergency Plans (OEP).

b. Conduct background security checks and/or establish security control procedures for contract service personnel as deemed necessary.

c. The Government reserves the right, at it's own expense and manpower, to temporarily upgrade security during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster and civil unrest. The measures shall be in accordance with the latest version of the Homeland Security Advisory System.

5. New Construction - Blast/Setback Standards

a. For any lease resulting in new construction (not existing buildings), in addition to the above Minimum Lease Security Standards (operating standards), the Interagency Security Committee (ISC) Design Criteria, dated May 28, 2001 or latest version, shall also apply as well as the following blast/setback standards shall be met:

1. For Level II, a 20 foot setback[1] guideline with appropriate window glazing, as prescribed by WINGARD 3.15 or later or WINLAC 4.3 software, to achieve a Glazing performance condition of 3b[2] and a façade protection level of "medium"[3] given a blast load standard of 4 psi/28 psi-msec is required.

[1] Setback refers to the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but no limited to, such areas that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

[2] Glazing Performance Condition 3b provides for a high protection level and a low hazard level. For a blast of 4psi/28psi-msec, the glazing cracks and fragments enter the space and land on the floor not further than 10 ft. from the window.

[3] A "Medium Level Protection" to the facade will result in moderate damage, but repairable. The facility or protected space will sustain a significant degree of damage, but the structure should be reusable. Some casualties may occur and assets may be damaged. Building elements other than major structural members may require replacement.

7.02 PROVISIONS FOR VA-FURNISHED/VA-INSTALLED EQUIPMENT (MAR 2013)

As part of the rental consideration, the Offeror shall include supporting construction, HVAC systems, utilities, and electrical distribution as required for VA-furnished and VA-installed equipment to be installed in the Outpatient Clinic.

7.03 PROVISIONS FOR VA-FURNISHED/LESSOR INSTALLED EQUIPMENT (MAR 2013)

Equipment may include items that are furnished by VA but installed by the Lessor. As part of the rental consideration, the Offeror shall include supporting construction, HVAC systems, utilities, and electrical distribution as required for VA-furnished equipment to be installed by the Lessor.
For equipment designated as installed by the Lessor, the Offeror shall also include installation as part of the rental consideration. Installation shall be defined to include all labor, tools, equipment, and incidental parts (including, but not limited to, screws or bolts for anchoring equipment to substrates, pipe fittings or unions, solder, Teflon tape, pipe joint compound, wire nuts or electrical connectors, electrical wire, etc.) necessary for the equipment to be placed in its final location and to be completely functional.

a) Provide Contracting Officer of date(s) work will be ready for installation of equipment.
b) Accept delivery of VA-furnished equipment on established dates.
c) Jointly with Contracting Officer or Contracting Officer Representative, inspect the equipment upon delivery to check for damage and confirm quantities.
d) Once VA-furnished equipment is accepted by Lessor, the Lessor shall be responsible for protecting and storing the equipment.
e) Provide any additional transportation to move equipment to final location.
f) Uncrate, assemble, and install equipment.
g) Demonstrate proper operation of equipment to the Contracting Officer.

SPACE PROGRAM							
Function	**Square Feet**	**Total Rooms**	**Total Square Feet**	**Flooring**	**Min. Door Size**	**Door Hardware**	**Special Requirements**
VESTIBULE	100	1	100	VCT/RSF	42"	Automatic	
WAITING AREA	650	1	650	CPT	42"	Automatic	See Section 5.29 (G) & (J)
RECEPTION DESK AREA	150	1	150	CPT	36"		Reception desk will have a built in counter suitable to accommodate 2 desk top computers work stations, 2 desktop Phones, Have 2 under desk stacked office drawers units.Reception desk will have 2 data outlet locations each containing 2 DATA ports and 1 phone port. Reception area will have privacy Lexan barrier from counter top to ceiling or equivalent, or Vertical roll locking door to allow for reception desk area to be locked off from waiting area as needed and after hours.
EXAM ROOM	110	15	1650	VCT/RSF	42"	Lock	See Section 5.10, 5.30, 5.32, All exam rooms will have a sink with hot and cold running water and drain to comply with local building code specifications. No storage space will be provided or accessible below sinks. Exam rooms will have a built in counter /workspace and cupboard above counter for storage. Counter /Workspace will be located on the same wall with one of the network outlet locations and have electrical power outlet. One Exam room will have a direct attached entrance to an ADA compliant women's or unisex bathroom.
RESTROOM UNISEX	50	2	100	CT	42"	Lock	See Section 5.29 (B)
RESTROOMS MALE	50	1	50	CT	42"	Lock	See Section 5.29 (B)
RESTROOMS FEMALE	50	1	50	CT	42"	Lock	See Section 5.29 (B)
STAFF RESTROOMS UNISEX	50	1	50	CT	36"	Lock	
MEDICAL RECORDS/COPY ROOM	100	1	100	VCT/RSF	36"	Lock/w Deadbolt	Located Directly behind or adjacent to the Reception Desk Area.No access to Waiting Area. 1 Double gang power outlet, 3 DATA drop and 1 phone drop located on 2 separate walls.
IT Closet	50	1	50	VCT/RSF	36"	Lock	See Section 5.06, 5.24
EQUIPMENT/SUPPLY UTILITY ROOMS	50	4	200	VCT/RSF	42"	Lock	
HOUSE KEEPING	70	1	70	CT	36"	Passage	See Section 5.16
CONFERENCE/BREAK ROOM	200	1	200	VCT/RSF	36"	Passage	Lessor to provide power, data and phone connection in the floor located in the center of the room
		SUB TOTAL	3420				
		CIRCULATION	855				
		TOTAL	4275				