DEPARTMENT OF VETERANS AFFAIRS

RESIDENTIAL TREATMENT FACILITY AND MENTAL HEALTH CLINIC

SAN JUAN, PUERTO RICO

MAXIMUM 52,000 NET USABLE SQUARE FEET

TAMMIKO NEWELL
CONTRACTING OFFICER

ALMAIRA GARCIA
REALTY SPECIALIST/PROJECT MANAGER

JOSEPH CALLAHAN
LORENA JEWART
PUBLIC PROPERTIES

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

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

A. The Department of Veterans Affairs is interested in leasing a maximum of **52,000** net usable square feet (NUSF) of space to be used as a residential treatment facility and mental health clinic. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).

B. The Government requires the greater of local code or a minimum of 245 reserved parking spaces, with a minimum of 10 of these spaces to be ADA accessible. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.

C. The offer shall 1) be for space located in a quality new construction building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the net usable square footage (NUSF) range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.

D. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:

1. Narrow column spacing;
2. Atriums, light wells, or other areas interrupting contiguous spaces;
3. Extremely long, narrow runs of space;
4. Irregular space configurations; or
5. Other unusual building features.
6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the NUSF footage offered, provided that it does not exceed the maximum NUSF footage in this SFO. If the Offeror is already providing the maximum NUSF and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

E. Unless otherwise noted, all references in this SFO to square feet shall mean Net Usable Square Feet.

F. Approximately 250 square feet of the NUSF space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

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

1.2 UNIQUE REQUIREMENTS (AUG 2008)

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

A. Offered space must be contiguous and on no more than one (1) floor. (See "conceptual design plans")

B. Offered space must be within a building properly zoned for medical clinic and medical office use.

C. C. Building Design must meet the Mission Critical Physical Design Manual for VA Facilities requirements.

D. The tenant space must be certified Silver, LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest LEED®-CI version at the time of submittal. At completion of LEED®-CI documentation and receipt of final Silver Certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease.

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

1.3 LEASE TERM (SEP 2000)

Proposals shall be made based on a 20-year firm term. All the terms and conditions contained herein shall prevail throughout the term of the lease including all renewal options.

1.4 OFFER DUE DATE (AUG 2008)

Initial Offers are due by **4:00 PM EST, on December 3, 2014**.

1.5 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See the Lease Security Standards section of this SFO for additional information.

1.6 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)

Refer to Section **4.7**

1.7 AREA OF CONSIDERATION (AUG 2008)

Submitted properties must be located within the following municipalities:

San Juan, Guaynabo, Bayamón, Cataño, Trujillo Alto, and Carolina

1.8 RESERVED- LOCATION: CITY CENTER (AUG 2008)

1.9 RESERVED- LOCATION: OUTSIDE CITY CENTER (SEP 2009)

1.10 RESERVED - LOCATION: INSIDE OR OUTSIDE CITY CENTER (AUG 2008)

1.11 RESERVED - BUILDING LOCATION

1.12 OCCUPANCY DATE (AUG 2008)

Occupancy is required 16 months from award.

1.13 NEGOTIATIONS (MAY 2005)

A. Negotiations will be conducted on behalf of the Government by the VA Contracting Officer (or the VA's Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.

D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

1.14 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The space offered shall be located in a modern building with a facade of stone, concrete, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer, Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

1.15 BUILDING SHELL REQUIREMENTS (AUG 2008)

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

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating,

ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

2. *Accessibility Requirements*. Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. *Ceilings*. A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements. Gypsum Wall Board ceilings to be provided in locations as indicated in **Schedule E** of the Solicitation Documents

4. *Doors*. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.

5. *Partitions*. Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.

6. *Flooring*. All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.

7. *Plumbing*. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. *HVAC*. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a minimum rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. *Electrical*. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.

10. *Lighting*. Parabolic type 2'-0" wide x 4'-0" long LED fixtures (or other building standard fixtures approved by the VA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.

11. *Safety and Environmental Management*. Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided. Tamper-resistant Sprinkler Heads are required in all patient areas within the Residential Treatment Domiciliary Units.

12. *Telecommunication Rooms.* Building telecommunication rooms shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. Any building shell modifications necessary for the space to be Certified Silver, LEED®-CI, shall be noted and incorporated into the Working Construction Drawings. The Lessor must coordinate any such requirements to meet Silver, LEED®-CI Certified level for the building shell with the tenant improvements.

14. *Demolition*. The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.

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

16. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

1.16 DAVIS BACON WAGES

The wages to be paid during performance under this lease contract must conform to the Department of Labor's General Wage Decision No. PR130001 dated 01/04/2013 and as may be amended during the period of construction of the leased premises. A

copy of the standards is provided as an attachment to this Solicitation. It is the Lessor's responsibility to obtain and maintain the most current rates. Note: Davis Bacon wages are not required if the Government occupies less than 50% of the building.

1.17 BID BOND

To assure the faithful execution of the terms and conditions of the agreement, each Offeror shall submit a Bid Bond with their initial offer. Offers without Bid Bonds will not be considered. The Bond shall remain in effect until a Performance Bond becomes effective should the Offeror be successful, or until VA has notified the Offeror that his proposal is no longer under consideration by VA. A surety company holding a certificate of authority from the Secretary of the Treasury as acceptable surety will execute the Bond. A verifax or other facsimile copy of the agent's authority to sign bonds for the Surety Company shall accompany the Bond. The Offeror shall furnish a proposal guarantee in the form of a Bid Bond supported by good and sufficient surety acceptable to the Government. The amount of the Bid Bond guarantee shall be in the amount of $100,000.00. Acceptable alternate bonding protection will be in accordance with FAR 28.204-1 United States Bonds or Notes, or FAR 28.204-3 Irrevocable Letter of Credit (ILC). Invalid bonds may be grounds to render your proposal non-responsive and will not be eligible for an award. Once an award has been made all original Bid Bonds will be returned, except for the successful Offeror whose Bid Bond will be required to remain in full force until such time as a Performance Bond has been received and accepted by the Government.

1.18 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (NOV 2006)

(a) Definitions. As used in this clause—

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is $100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Payment Bonds (Standard Form 25A). To assure faithful payment to subcontractors and material suppliers, a surety bond is required by the Offeror to guaranty that his subcontractors and material suppliers on the project will be paid. The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract (construction) price no later than 60 days from VA's final review and written approval of the completed construction documents. The Payment Bond shall remain in effect until the Government accepts the space for occupancy. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(2) Performance Bonds (Standard Form 25). To assure faithful execution of the contract, the successful Offeror shall provide a Performance Bond for 100% of the Total Project Cost as shown in the Offeror's Schedule D no later than thirty (30) days after the date of lease award. The Performance Bond shall remain in effect until it is amended or replaced as set forth in Paragraph (3) below. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(3) Performance Bonds after 100% Construction Drawings. The successful Offeror shall provide an amended or replacement Performance Bond for 100% of the actual construction cost, based on the completed construction documents, no later than 60 days of VA's final review and written approval of the completed construction documents. The amended or replacement Performance Bond shall remain in effect until the Government accepts the space for occupancy. The United States of America, acting through the Secretary of the Department of Veterans Affairs, shall be named as co-beneficiary on the Bond obtained by the Offeror.

(4) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to obtain an additional bond for the increased amount.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

1.19 ENERGY INDEPENDENCE AND SECURITY ACT (SEPT 2011)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at www.energystar.gov.

C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;

2. The agency will remain in a Building it currently occupies;

3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or

4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, ventilating, and air conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).

2. Lighting Improvements.

3. Building Envelope Modifications.

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

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

F. Instructions for obtaining an ENERGY STAR® Label are provided at http://www.energystar.gov/eslabel (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (http://www.energystar.gov/) and Building Upgrade Value Calculator (http://www.energystar.gov/financialevaluation) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

2.0 AWARD FACTORS AND PRICE EVALUATION

2.1 OTHER AWARD FACTORS (AUG 2008)

A. The lease will be awarded to the Offeror whose offer is determined to be most advantageous to the Government.

B. The combination of factors below are equal to price.

The Contracting Officer will evaluate all proposals to assess the Offeror's ability to perform the contract successfully. The evaluation will be conducted solely on the factors and sub-factors specified in this Solicitation which are listed in descending order of importance. All sub-factors are also listed in descending order of importance.

Evaluation of offers and subsequent award will be made on the basis of the following factors: **Price: (1)** the annual price per net usable square foot, including any option period; **Technical: (1)** the Offer's Technical Quality **(2)** Evidence of Capability to perform prior to Award; **(3)** the adequacy and efficiency of the Operations and Maintenance Plans; and **(4)** Offeror's Socio-Economic Status.

The technical evaluation factors other than cost or price, when combined, are equal to cost or price.

2.2 Price Evaluation

The basic price offered will be the rate per Net Usable Square Foot (NUSF). This price shall be used to determine the total annual rental to be paid, adjusted for any discrepancies in the quantity of space delivered against the amount offered and accepted, as described elsewhere in this Solicitation.

Annual CPI adjustments in operating expenses will be made if the Offeror so indicates on GSA Form 1364A. The Offeror shall be required to submit the offer with the total "gross" annual price per NUSF and a breakout of the "base" price per NUSF for services and utilities (operating expenses) to be provided by the Lessor. The net and base prices combined are the total "gross" annual per square foot price offered. The base price from which adjustments are made will be the base price for the term of the lease, including any option periods. The "gross" price shall include the "base" price.

Present Value Price Evaluation
Evaluation of offered prices will be on the basis of the annual price per NUSF, including any option periods. The Government will perform present value price evaluation by reducing the prices per NUSF to a composite annual square foot price, as follows:

Parking and wareyard areas will be excluded from the total square footage, but not from the price

The annual per square foot price minus the base cost of operating expenses (line 27 of GSA Form 1217) will be discounted annually at **3.6%** to yield a net present value cost (PVC) per square foot. The operating expenses will be both escalated at **2.0%** compounded annually and discounted annually at **3.6%,** then added to the net PVC to yield the gross PVC.

To the gross PVC will be added:

- The cost of Government-provided services not included in the rental escalated at 2.0% compounded annually and discounted annually at **3.6%.**
- The annualized cost per NUSF, over the full term of the lease.
- The sum of the above will be the per NUSF present value of the offer for price evaluation purposes.

2.3 TECHNICAL FACTORS

The Technical Evaluation Factors include: **(1)** the Offer's Technical Quality **(2)** Evidence of Capability to Perform Prior to Award **(3)** the adequacy and efficiency of the Operations and Maintenance Plans; and **(4)** Offeror's Socio-Economic Status. The Offeror is required to submit drawings, narratives, and calculations that address factors and all sub-factors.

FACTOR NO. 1 – TECHNICAL QUALITY
The importance of the sub-factors within Factor No. 1 (Technical Quality) is as follows:
The individual sub-factor A is more important than individual sub-factors B-G; individual sub-factors B and C are of equal importance and are more important than sub factors D-G; sub-factors D, E and F are of equal importance and are more important than individual sub-factor G.

SUB FACTORS:

A. Quality of Site Characteristics
This factor considers the Offeror's site and the characteristics of the site's location. This factor does not consider development of the site but rather the undeveloped site. Evaluation for this factor will consider access from adjoining roads to the site, location of amenities in relation to the site, site adjacencies, and the sites aesthetic quality.

B. Accessibility (Pedestrian/ Private Car/ Public Transportation)
This factor considers the accessibility to the site from pedestrians, proximity to public transportation routes, and the quality of surrounding roads for vehicular access to the site.

C. Architectural Concept
This factor considers the interior functional and spatial relationships shown in the Offeror's floor plan. The space offered shall be of shape and dimensions that will accommodate the space program and interior functional requirements of the facility. Consideration will be given to the number and size of floors, column placement, shape of footprint, circulation systems, and placement of mechanical, plumbing, and electrical service spaces. The Contracting Officer will reject buildings that are unsuitable in configuration for VA clinic space and residential treatment and rehabilitation. Refer to Section 11.0 in the SFO and Conceptual Drawings. The conceptual design intends to promote a recovery oriented facility via the integration of outdoor spaces, courtyards, porches and exterior hallways to the program.

D. Quality of Construction Materials
Construction materials and building equipment and systems will be evaluated with respect to their performance, durability, quality, and suitability for their intended use. All materials and building equipment and systems must meet or exceed the requirements of this solicitation.

E. Building Design
The exterior design shall be subject to technical and aesthetic review and approval of the Contracting Officer. The building shall be constructed using permanent materials and shall be compatible with its surroundings. Acceptable facades include stone, marble, concrete, stainless steel or aluminum curtain wall systems, or other permanent materials. Overall, the building must project a professional and aesthetically pleasing appearance. Site and building design shall present a clear and direct entry sequence for patients and visitors.

F. Quality of Site Development
This factor considers the Offeror's development of the site to accommodate VA's conceptual building footprint including the required setbacks; the ingresses and egresses to and from the main (public), emergency, and staff entrances; and loading dock and service entrances; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; and how the landscaping design fits the surrounding areas, adheres to local landscaping codes, and provides an aesthetically pleasing, therapeutic atmosphere.

G. Site's Capability for Future Expansion
This factor considers the site plan and the Offerors ability to demonstrate that the site could accommodate future expansion.

FACTOR NO. 2 – EVIDENCE OF CAPABLIITY TO PERFORM PROR TO AWARD

The importance of the sub-factors within Factor No. 2 (Evidence of Capability to Perform Prior to Award) is as follows: the individual sub-factors A-B are of equal importance and are more important than individual sub-factors C-E; individual sub-factors C-E are of equal importance.

At the time of submission of offers, Offerors shall submit to the Contracting Officer:

SUB FACTORS:

A. Past Performance
Include the following information for each contract and subcontract performed by the Offeror and key personnel during the past three (3) years, as well as those contracts and subcontracts currently in progress. A separate record must be completed for each contract and subcontract. Past Performance Survey Forms, and Past Performance Reference Check forms are located in the FORMS section of this SFO and includes the following:

- Name and Address of Contracting Activity
- Contract Number
- Type of Contract
- Total Contract Amount and Status
- Date of Award and Date of Completion
- Description and Location of Contract Work
- List of Major Subcontractors
- Contracting Officer or Individual Responsible for Signing Contract and Telephone/FAX Numbers
- Project Manager and Telephone/FAX Numbers
- Resident Engineer/Contracting Officer's Technical Representative or Construction Supervisor and Telephone/FAX Numbers
- Administrative Contracting Officer or Individual Responsible for Administering the Contract (if different from Contracting Officer above) and Telephone/FAX Numbers

The Offeror must provide examples of past performance and experience, as a prime contractor, in successfully building, renovating, and maintaining facilities comparable in size and complexity to the one described in this Solicitation. Consideration will be given to:

- Timeliness of Performance
- Cost Control
- Effective Management
- Customer Satisfaction
- Quality Awards
- The Technical Success of the Project

The Offeror must also provide a list of references for the Offeror, key personnel, and construction contractor. References may be business, financial, and/or personal, and may include letters of recommendation or commendation, awards or certifications that indicate Offeror possesses a high quality process for developing and providing the final project or service.

The Offeror must submit the name and qualifications of the proposed Commissioning Provider. Include relevant experience and references. The Commissioning Provider must be approved by the Contracting Officer.

B. Financial Resources

Provide satisfactory evidence of at least a two conditional commitment of funds in an amount necessary to prepare and/or construct the space. . A primary and secondary commitment of funds is required. Such commitment must be signed by an authorized bank officer or other financial institution and, at a minimum, must state:

- Amount of Loan
- Term in Years
- Annual Percentage Rate
- Length of Loan Commitment
- Name of the Principal(s) Involved
- The Purpose of the Loan
- Type of funding (Bonds vs. Traditional)

With the initial offer, provide satisfactory evidence of financial resources sufficient to prosecute the work. Such evidence may be one of the following; note that the more evidence provided will result in a higher rating for this sub factor.

- A Statement of Financial Condition
- Personal or Business Financial Statements, including Balance Sheets, and Profit and Loss Statements
- Investment Schedule
- Note Payable Schedule
- Previous Year's Federal Tax Return
- Annual Report
- Equity sources for transaction
- Back-up equity sources (if applicable)

All information is confidential and will not be shared.

If requested, more information must be provided.

C. Design Team Qualifications

Provide a completed SF 330, "Architect-Engineer Qualifications" for each individual or firm on the Lessor's design team. Identify key personnel that are to be committed to the project. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include entities providing the following services: Architecture, Civil Engineering, Mechanical Engineering, Fire Protection, Electrical Engineering, Interior Design, and appropriate Low Voltage Engineering (Structured Telecommunications Cabling, Security, Audio Visual, and Special Systems).

Provide a copy of the license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, proving their ability to practice in the state where the facility is located. Low-voltage designers shall be BICSI-certified for structural cabling, and shall have OEM credentials for the Special Systems listed in 6.8.1.G, Special Systems Specific Requirements.

Lessor shall maintain the same design team for the duration of the design development and construction process. Design team firm and key personnel shall not be changed without prior approval by the Contracting Officer.

D. Contractor Qualifications

Provide a completed GSA Form 527, "Contractor's Qualifications and Financial Information" for the General Contractor, Mechanical Contractor, and Electrical Contractor; except Section V need not be completed. In Section VII of Form 527, provide a description of outstanding commitments, names and qualifications of key personnel, and any other information related to experience, competency, and performance capabilities with construction projects similar in scope to that which is required herein. (Refer to **A. Past Performance** requirements as stated above.)

Provide a copy of the license in the state where the facility is located for the individual(s) and/or firm(s) proposed as contractors. If the Lessor is also the Contractor, information provided in response to paragraphs Past Performance and Financial Resources above need not be duplicated.

Lessor shall maintain the same general contractor for the duration of the construction process. General contractor firm and key personnel shall not be changed without prior approval by the Contracting Officer.

E. Construction Schedule

The Government understands that each site is unique and therefore the Offeror shall provide a detailed schedule which includes, but is not limited to, all tasks outlined in the SFO, a kick-off meeting, 75% drawings, 100% drawings, final construction drawings, permits, construction periods, commencement of build out, final completion, inspection and certificate of occupancy, acceptance of space, rent commencement and lease commencement. Occupancy shall be 16 months from Award date. The schedule will be evaluated on completeness, timing, and feasibility. For purposes of consistency in evaluation, offerors shall utilize **January 31, 2015** as a "Award Date" for the project timeline.

FACTOR NO. 3 - OPERATIONS AND MAINTENANCE PLAN

The importance of the sub-factors within Factor No. 3 (Operations and Maintenance Plan) is as follows: individual sub-factor, A-B, are of equal importance and are more important than individual sub-factor C

The following evaluation criteria will consider the adequacy and efficiency of the proposed Operations and Maintenance Plan to maintain standards of cleanliness, orderliness, and repair for the entire proposed facility. Each sub-factor must be addressed in narrative or chart format. The Plan will be evaluated as a whole and must address at a minimum:

SUBFACTORS:

A. Interior and Exterior Maintenance of Building and Grounds

B. Routine and Emergency Calls - Procedures and Response Times

C. Staffing Plan, Administrative Procedures, and Quality Control Plan

FACTOR NO. 4 – SOCIO-ECONOMIC STATUS:

Service Disabled Veteran Owned Small Business (SDVOSB), Veteran Owned Small Business (VOSB) Status.

Eligible Service Disabled Veteran Owned Small Businesses, Veteran Owned Small Businesses, or Small Businesses shall receive credit for their status. Service Disabled Veteran Owned Small Businesses will receive full credit for this evaluation criteria, Veteran Owned Small Businesses will receive partial credit greater than, all other Small Businesses, which will receive partial credit.

To receive credit as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database, available at http://www.VetBiz.gov, at the time of initial offer submission. See Department of Veterans Affairs Acquisition Regulation 852.215-70.

Small Business Status.

In order to receive credit for the small business evaluation criteria, small businesses must have an active registration in the System for Award Management (SAM) System, available at www.sam.gov, at the time of initial offer submission. Small business verification will be conducted through SAM. The offeror shall submit a web print out of the vendor's SAM Record with the technical proposal.

In addition, the small business must be registered with the SBA and provide acknowledgement from WWW.SBA.GOV that you have applied and are being processed within their database to received full credit as a small business. Must provide SBA web print out, a copy of the automatically generated email from WWW.SBA.GOV showing registration or a signed acknowledgement of application from the Small Business Administration.

Small Business Subcontracting Plan.

If the contractor is offering as a Large Business and subcontracting opportunities exist, the offer must include with the initial offer a Small Business Plan as defined in FAR 52.219-8, FAR 52.219-9, and VAAR 852.219-9 which are included by reference in this solicitation. An acceptable template can be found on the following website: http://www.va.gov/oal/business/fss/sbsp.asp. This is a suggested format only. Other formats are acceptable; however, all identified elements must be included for your plan to be processed and approved. Additional guidance is included in FAR 52.219-9. The subcontracting plan will be evaluated and rated on the demonstrated plan of meeting or exceeding VA's small business goals outlined in the table below and the following:

- Reflects a valid corporate commitment between all parties in providing subcontracting opportunities for small business, small disadvantaged business, women-owned small business, HUBZone small business, veteran-owned small business, and service-disabled veteran-owned concerns. Includes the strength and specificity of each corporate commitment (i.e., what type of commitment, how binding is the commitment, how specific is the commitment to this proposed effort, and what types of tasks are included in these subcontracting opportunities).

- Reflects a one year history demonstrating your corporate commitment to meet your subcontracting goals/targets by providing Individual Subcontracting Report (ISR), for those contracts/projects in which you are submitting under Past Performance. If goals were not met on the ISR, provide an explanation as to why the goals/targets were not met.

- Demonstrates realistic targets expressed in dollars and in percentages of the total proposed subcontracting dollars for each small business category listed above.

- Reflects compliance, at a minimum, with VA goals listed below.

Category	Goal
Small Business	17.5%
Veteran-Owned Small Business	5%
Service-Disabled Veteran-Owned Small Business	3%
Small Disadvantaged Business (including Section 8(a))	5%
Women-Owned Small Business	5%
Historically Underutilized Business Zone (HUBZone) Small Business	3%

For Small Businesses: If the Offeror is a small business concern, the Offeror is not required to submit a small business plan.

The subcontracting plan submitted with the offer will be evaluated on the extent to which the proposal provides Small Business Subcontracting targets that meet the Department of Veteran Affairs Small Business goals for this project and the extent to which the offeror's Small Business Subcontracting Plan establishes reasonable efforts demonstrating the subcontracting targets can be met during the performance of the contract. Failure to submit subcontracting plan at the time of initial offer shall make the offeror ineligible for award of the contract.

2.4 SEISMIC

Structural design shall comply with the locally adopted codes and VA Seismic Design Requirements H-18-8 (http://www.cfm.va.gov/TIL/seismic.asp). Structural members shall be of concrete, masonry, or steel. Wood may be used as permitted by building and life safety codes for the Occupancy Group (Institutional Group I-1, Business or Ambulatory Care) and size (floor area) and height of structure required by the clinic program.

2.5 SEISMIC SAFETY FOR EXISTING CONSTRUCTION (AUG 2008)

A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.

2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard *"Seismic Evaluation of Existing Buildings"*. ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting *HTTP://WWW.PUBS.ASCE.ORG*.

3. "RP 6" means, "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting HTTP://FIRE.NIST.GOV/BFRLPUBS/BUILD02/PDF/B02006.PDF

4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.

5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation, together with any required attachments.

6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.

7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.

8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

B. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make the

award to the Offeror whose building meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.

C. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.

1. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.

a. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.

b. The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

2. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.

2.6 RELOCATION ASSISTANCE ACT (MAR 2002)

A. If an Offeror proposes an improved site and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the implementing regulations at 49 CFR Part 24.

B. Offerors shall incorporate the cost of such assistance into their shell rental rate.

C. The successful Offeror shall give the VA the name of the person and agency to be providing the relocation assistance to site tenants. In addition, the successful Offeror must provide background information about the relocation agency and references for which the relocation agent has performed relocation assistance in the past. Depending upon the complexity of the relocation project, Offerors may be required to provide a relocation plan with final proposal revisions.

2.7 RESERVED HISTORIC PREFERENCE, GSAR 552.270-2 (SEP 2004)

2.8 LEASE ACQUISITION FEE

The Lessor shall be responsible for paying a Lease Acquisition Fee due in connection with the consummation of this Lease.

For purposes of this Solicitation, the real estate firm of Public Properties LLC is the authorized representative of the US Department of Veterans Affairs (VA) and is providing Lease Acquisition Services to VA in connection with this transaction. It is understood between Lessor and VA that Public Properties LLC has provided Lease Acquisition Services on behalf of VA to assist in the completion of this transaction.

In connection with the provisions of such Lease Acquisition Services and in the event of consummation of a lease agreement between Lessor and VA, Lessor will pay a lease acquisition fee to Public Properties LLC in the amount of a percentage equal to one percent (1%) of the total contract value of the lease term to include, but not be limited to, base rent (including fixed rental increases or as annualized), other rental income, operating expenses (base year), real estate taxes (base year), and tenant improvement allowance (or applicable amortization). The total contract value that will be used to determine the one percent (1%) Lease Acquisition Fee will be established based on the final lease documents upon lease execution or as amended thereof. Such commission or lease acquisition fee shall be due and payable, as follows:
Seventy-five percent (75%) of the lease acquisition fee shall be paid to Public Properties LLC within thirty (30) calendar days following lease execution between Lessor and VA; and

The remaining twenty-five percent (25%) of the lease acquisition fee shall be paid to Public Properties LLC within thirty (30) calendar days following the earlier to occur of VA's acceptance of space or commencement of rent payments.

The Lessor's responsibilities to pay the lease acquisition fee is independent of any other Lessor financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed VA by the Lessor. However, in the event Lessor shall fail to pay the lease acquisition fee amount owed to Public Properties LLC pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the lease acquisition fee on behalf of Lessor to Public Properties LLC out of rent payments and/or any lump-sum payments owed or to-be-owed to Lessor for reimbursement(s) of tenant improvement costs or payment(s) for services/work provided by Lessor. The Lease Acquisition Fee shall not exceed one million dollars ($1,000,000).

2.9 RESERVED - PRICE EVALUATION (PRESENT VALUE) (AUG 2008)

2.10 AWARD (AUG 2008)

A. After conclusion of negotiations, the Successful Offeror and the VA Contracting Officer will execute a lease prepared by VA, which incorporates the agreement of the parties. The lease shall consist of the following:

1. U.S. Government Lease for Real Property (SF2),
2. General Clauses,
3. Representations and Certifications
4. The pertinent provisions of the offer,
5. The pertinent provisions of the SFO, and
6. Floor plans of the offered space.

B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

All original offers, including all required documents, must be submitted to ***Public Properties*** *at the address below. Documents must be properly executed and submitted no later than 4:00 p.m., ESTon* ***December 3, 2014 .***

Public Properties LLC
ATTN: Lorena Trejo Jewart
3210 Grace Street, NW
Washington, DC 20007

Lorena Jewart
Direct Phone: 202.652.4197
Email: LJEWART@PPWASHDC.COM

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

Department of Veterans Affairs
Real Property Service (003C1E)
ATTN: Tammiko Newell, Room 6E411A
425 I Street, NW
Washington, DC 20001

B. Documents to Submit with Offer :

Offers (one set of discs) shall be submitted to VA at the above referenced location in two (2) separate Volumes. Offers shall be properly signed, initialed, converted to a PDF file and indexed with bookmarks, and submitted on compact discs. Each compact disc shall be marked appropriately: Volume 1-Technical Proposal and Volume 2-Price Proposal.

In addition to the requested number of submission packages listed below, Offerors will submit one original hard copy and two compact discs of each Volume to Public Properties LLC at the above address; the original hard copy shall be properly signed, initialed, indexed and packaged in 3-ring binders marked, Volume 1-Technical Proposal and Volume 2-Price Proposal.

Offers shall consist of the following documents:

Volume 1-Technical Proposal (One (1) disc to Department of Veterans Affairs and ten (10) to Public Properties)

- **Technica**l Information that addresses award factors which are listed in descending order of importance in Paragraph 2.3 of the Solicitation.
- **Design intent Drawings**, including plans, written narratives, design concept rendering, calculations, mechanical and electrical systems, and energy efficiency of the proposed building as described in the Solicitation;
- Building Operating Plan as described in Paragraph 2.3 of the Solicitation;
- Detailed Operations and Maintenance Plan narrative and completed FMA Worksheet as described in Schedule A;
- Solicitation Provisions - Form 3516A;
- General Clauses – Form 3517B;
- Modified General Clauses_ Lease Language;
- Representations and Certifications – Form 3518;
- Architect-Engineer Qualifications – Form 330;
- Contractor's Qualifications & Financial Information – Form 527;
- Labor Standards Provisions;
- Small Business Subcontracting Plan (if applicable);
- Certificate of Building Energy Performance;
- Certificate of Current Cost or Pricing Date;
- Past Performance Survey Form;

- Past Performance Reference Check
- Construction Schedule
- Form 3881 – Vendorizing Form, together with evidence that the form has been submitted via facsimile to VA's Financial Services Center;
- IT Security Requirements;
- Reporting Executive Compensation Form;
- VA National Rules of Behavior;
- A proposed sustainable checklist identifying targeted solutions to meet Silver, LEED- CI (Leadership in Energy and Environmental Design for Commercial Interiors) Certified as a minimum for Health Care Requirement. Along with the proposed checklist, the Offeror shall submit a brief statement outlining how each of the LEED-CI credits proposed will be achieved.
- One (1) hard copy of drawings and renderings shall be provided to Public Properties.

Volume 2-Price Proposal (One (1) disc to Department of Veterans Affairs and two (2) to Public Properties)

- **Pricing** Information that addresses award factors which are listed in the solicitation Paragraph 2.3 of the Solicitation.
- GSA Form 1364A, Proposal to Lease Space;
- Attachment to 1364A, Proposal to Lease Space;
- GSA Form 1217, Lessor's Annual Cost Statement;
- An itemized cost for all individual items in Schedule B, including Parts III, IV, and V;
- A list of Unit Costs for Adjustments (Part IV Schedule C Exhibit A), and a list of Unit Prices for Alterations (Part IV Schedule C Exhibit B); and Certificate of Current Cost.
- Bid Summary Form (Part V Schedule D).

3.1 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)

A. In lieu of a Tenant Improvement Allowance, VA has created schedules for Tenant Improvements and Special Equipment, based on VA's conceptual design. Offerors are required to provide unit pricing for all items listed in the Schedules attached to this Solicitation. Any and all changes made to VA's conceptual design post-award will be priced using the unit costs provided by the successful offeror on these schedules.

3.2 RESERVED- TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2008)

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

3.3 GSA FORMS AND PRICING INFORMATION (AUG 2008)

A. At the time of submission of offers, the Offeror shall submit to the Contracting Officer:

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
2. GSA Form 1364, Proposal to Lease Space and the attachment to 1364A . Complete both pages of the 1364, including, but not limited to:

   a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

   b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.

   c. A total lease rate per NUSF, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). It is the intent of the Government to lease a building shell and pay a lump sum for Tenant Improvements. All improvements in the base building, lobbies, common

areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not be limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, and profit, for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including, but not limited to, base building lobbies, common areas, and core areas, exclusive of the NUSF offered as required in this SFO.

d. The annual cost (per net usable and rentable square foot) for services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

e. The annual amortized cost of the Schedule C. Such amortization shall be expressed as a cost per NUSF and included in the rental rate. Schedule B shall be paid in lump sum upon acceptance of the space.

f. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per NUSF and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.

g. A fully-serviced lease rate per net usable and rentable square foot as a summation of the amounts broken out in the subparagraphs c, d, f, and g for the lease.

h. A fully-serviced lease rate per NUSF and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been paid in lump sum at building acceptance.

i. *Statement of Offeror's Fees for Schedule C*. Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.

j. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.

3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or $) and Line 31(b) will reflect the agreement between Lessor and the VA'S Tenant Representative broker (expressed in either % or $).

4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

5. Building Security Unit Price List (enclosed).

6. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.

8. A LEED®-CI scorecard documenting the proposed credits to achieve Silver Certification. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.

   a. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:

      i. Water Efficiency: Credit 1.2: Water Use Reduction 30%
      ii. Energy & Atmosphere: Credit 1.1 Optimize Performance – Lighting Power
      iii. Energy & Atmosphere: Credit 1.3 Optimize Energy Performance- HVAC
      iv. Energy & Atmosphere: Credit 2: Enhanced Commissioning
      v. Materials and Resources: Credit 5.1: Regional Materials 20% Manufactured Regionally
      vi. Indoor Environmental Quality: Credit 2: Increased Ventilation
      vii. Indoor Environmental Quality: Credit 3.2: Construction IAQ Management Plan, Before Occupancy
      viii. Innovation & Design: Credit 2 LEED® Accredited Professional

   b. The Lessor must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.

   c. Note: submittal requirements for the above are now located under the "Green Lease Submittals" paragraph of this SFO.

3.4 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2009)

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

1. Satisfactory evidence of at least two conditional commitments of funds in an amount necessary to prepare the space. A primary and secondary commitment of funds is required. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.

2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.

3. Evidence of ownership or control of site.

B. AFTER AWARD:
Within 30 days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

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

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

3. Documentation proving a vested ownership or control of the site that, at a minimum, runs until the Government vacates the premises. The Government will accept only the following as evidence of vested control:

   - A Deed showing fee simple ownership, with evidence of recordation; or
   - An executed Lease for a term no shorter than the duration of the Government's lease term.

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:
Within 30 days after the Contracting Officer issues the Notice to Proceed for Tenant Improvements, the Lessor shall provide to the Contracting Officer evidence of:

1. Award of a construction contract for Tenant Improvements with a firm completion date. This date must be in accord with the construction schedule for tenant improvements as described in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of this SFO.

2. Issuance of a building permits covering construction of the improvements.

3.5 BUILDING AND SITE INFORMATION SUBMITTALS (SEP 2009)

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

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation.

2. A Seismic Safety Certification.
   a. For new construction, required upon substantial completion, in accordance with the "Seismic Safety for New Construction" paragraph located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).
   b. For existing construction, submit either a certification or a commitment to deliver the space to the Government in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO.

3. Pre-lease Building Security Plan.

4. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value,, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.

5. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.

6. If the offered building is not a modern office building as described in the "Quality and Appearance of Building" paragraph in the SUMMARY section of this SFO, provide the architectural plans for modernization.

7. If the offered building contains asbestos-containing materials, provide an asbestos-related management plan as described in the "Asbestos" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.

8. Plans for Space Offered.

   a. First generation plans of the entire floor or floors for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.

b. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within 5 working days.

c. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.

d. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the NUSF. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the NUSF for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the NUSF that the most efficient corridor pattern would have yielded.

9. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this SFO. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.

10. As provided in the "Amount and Type of Space" paragraph in the SUMMARY section of this SFO, advise whether there are existing vending facilities in the offered building which has exclusive rights in the building.

11. As part of its initial offer, Offeror must acknowledge and agree with the terms of the "Assignable Option to Purchase Agreement".

B. AFTER AWARD:

1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.

2. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, provide the schedule of periodic services for other than daily, weekly or monthly services.

3.6 GREEN LEASE SUBMITTALS (AUG 2008)

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

1. The name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.

2. A Statement of Energy Performance (for new construction, a statement of projected energy performance) from the Energy Star Portfolio Manager Web site at *http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager*. (To create a portfolio manager account, login to *https://www.energystar.gov/istar/pmpam/*.) The Statement of Energy Performance is a summary of the building's energy performance for the previous calendar year (for new construction, projected calendar year 1), and reflects the offered building's Energy Star rating based on its actual energy consumption, facility characteristics (size, occupancy, operation hours, number of computers) and is sealed by a professional engineer.

3. Statement of Energy Performance must reflect building performance within 4 months ending prior to the offer date.

B. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of the SFO.

2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.

3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.

5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.

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

7. Building Recycling Service Plan:
   A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.

8. A signed statement provided to the Contracting Officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" (Dec 2007) paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" (Aug 2008) paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO a written commissioning plan submitted to the Contracting Officer prior to the completion of Design Intent Drawings that includes:

   a. a schedule of systems commissioning (revised as needed during all construction phases of the project -with such revisions provided to the Contracting Officer immediately) and

   b. a description of how commissioning requirements will be met and confirmed.

10. At completion of LEED-CI® documentation and receipt of final Silver Certification, two electronic copies of all supporting documentation for certification on compact disk.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE – RENTABLE AND NET USABLE SQUARE FEET

A. RENTABLE SPACE

Rentable Space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

Offerors shall indicate on GSA Form 1364A, Proposal to Lease Space, Section III (Lease Terms), Block 21, the cost per rentable square footage and the amount of rentable space offered.

B. NET USABLE SPACE

Net usable space is that portion of rentable space that is available for a tenant's personnel, furnishings, and equipment. Net usable space is the area for which VA will pay a square foot rate. It is determined as follows:

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

If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions. In all measurements, make no deductions for columns and projections enclosing the structural elements of the building.

Deduct the following from the inside gross area including their enclosing walls to arrive at the figure for net usable square feet:

15% of inside gross area for corridors and circulation
Those housekeeping closets not contained in programmed areas.
Public toilets and public lounges.
Building equipment and service areas.
Public corridors and entrance lobbies.
Shafts and Risers.

4.2 TAX ADJUSTMENT (AUG 2008)

A. Purpose:

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

B. Definitions:

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

1. "Property" is the land, buildings and other improvements of which the premises (as fully described in the U.S. Government Lease for Real Property, SF2) form all or a part.

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

3. "Taxing Authority" is a State, Commonwealth, Territory, County, City, Parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

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

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

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

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

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

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

C. Adjustment for Changes in Real Estate Taxes:

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

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

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

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

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

6. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Clause.

7. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the Contracting Officer all relevant tax records for determining whether a Tax Adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

8. If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the Real Estate Tax increase due as a result of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the Contracting Officer's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest

penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

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

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

4.3 OPERATING COSTS (SEP 2009)

A. The base for the operating costs adjustment will be established during negotiations based upon NUSF.

1. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.

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

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

4. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this solicitation.

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

4.4 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005)

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.

B. The rate will be reduced by that portion of the costs per NUSF of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the lease. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

4.5 NORMAL HOURS

Provide services, utilities, and maintenance according to the normal hours of operation as follow:

A. The Psychosocial Rehabilitation Mental Health Clinic spaces will operate daily, extending from **7:00 am to 5:30 pm** except Saturdays and Sundays, and federal holidays.

B. The Residential Treatment Program spaces including all their support spaces will have a continuous operation (24 hours / 7 days a week).

4.6 OVERTIME USAGE (AUG 2008)

A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate established in the contract, which shall include all the Lessor's administrative costs. Costs for personal services shall only be included as authorized by the Government.

C. When the cost of service is $2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $2,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

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

4.7 UTILITIES

The Lessor shall ensure that public utilities necessary for operation are available and operable at the site at the time of final inspection. The Lessor is required to pay any deposits and hook-up fees relative to utilities (water-tap fee, water connection fee, sewer connection fee, sewer tap fee, etc.).

The cost of utilities is not included as part of the rental consideration. VA will pay all expenses related to utility usage (electricity, telephone, internet service, cable media, gas, water, and sewage) for space occupied and utilized by VA.

4.8 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (AUG 2008)

A. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Submeters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, 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. Advance meters shall be provided fo Electrical Power and Water In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

B. The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in operation on the effective date of the lease.

4.9 JANITORIAL SERVICES (SEP 2000)

A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies. **In addition to the janitorial requirements outlined within this SFO, the Lessor shall provide janitorial and maintenance services as required by the Scope of Work document attached as File *Number 26*, located in the forms section of the Solicitation Package.**

B. SELECTION OF CLEANING PRODUCTS:
The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;

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

3. minimize the use of harsh chemicals and the release of irritating fumes.

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

C. SELECTION OF PAPER PRODUCTS:
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

4.10 JANITORIAL SERVICES (AUG 2008)

A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:
The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;

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

3. minimize the use of harsh chemicals and the release of irritating fumes.

4. Examples of acceptable products may be found www.gsa.gov/p2products.

C. SELECTION OF PAPER PRODUCTS:
The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

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

2. *Three Times a Week*. Sweep or vacuum stairs.

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

4. *Every Two Weeks*. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

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

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

7. *Three Times a Year*. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

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

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

10. *Every Two Years*. Shampoo carpets in all offices and other non-public areas.

11. *Every Five Years*. Dry clean or wash (as appropriate) all draperies.

12. *As Required*. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

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

4.11 JANITORIAL -

Cleaning of the VA Clinic will be performed after normal operating hours. (Monday through Friday except for Federal Holidays.) The contractor shall furnish an employee during the hours of operation to deal with immediate concerns. Lessor will be responsible for the

cleaning of bugs from the interior and the exterior light fixtures and spider webs. This will include cleaning ledges, gulley's, and mildew from the exterior of the building.

If any furniture is removed from an area while cleaning is being accomplished, the furniture shall be replaced in original position after cleaning is completed. Chairs, wastebaskets, etc., shall not be placed on desks, tables, counters or other surfaces.

The lessor shall provide all cleaning and paper products required for the maintenance of the clinic. The lessor will use products that are packaged ecologically, phosphate-free, non-corrosive, non-flammable and fully biodegradable. The contractor shall utilize products to minimize the use of harsh chemicals and the release of irritating fumes. Examples of acceptable products may be found www.gsa.gov/p2products. The lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG

1. Floor Maintenance: In all areas of the clinic, cleaning shall be done with mechanical vacuuming equipment, treated mops, or push brushes covered with impregnated dusting cloths. Cleaning shall be done in such a manner that no dust is raised. Floors- shall be cleaned so that no dust or streaks remain on floors, in corners, behind doors or under furniture and equipment. Dust mops are to be changed daily or as needed.

A. Tile or Linoleum floors:

(i) Mopping: All black marks, tar, stains, gum, etc., shall be removed daily. Hosing of floors shall not be permitted. Hard to reach places shall be mopped by hand. Movable fixtures (excludes any modular-type furniture/fixtures), furniture and equipment, including desks, chairs, tables, trash receptacles, business machines on rollers, etc., shall be moved, as required, during the dusting and wet mopping operations

(a) Wet Mopping Standards: All wet mopping solutions shall be germicidal in content. Mopping solution shall be used in accordance with manufacturer's directions. Floors shall be free from soap film and mop streaks. Water seepage under baseboards, bumping baseboards and corners of furniture, and splashing water on baseboards or furniture shall not be permitted. Wet mops are to be changed as needed or daily.

(ii) Refinishing/Buffing/Scrubbing/Stripping:

(a) Refinishing Standard: Four coats of finish shall be applied to a clean floor. Floors shall be cleaned removing all black rubber marks, furniture marks, tar, stains, gum, etc., prior to refinishing and buffing. No heavy accumulation of floor finish around walls, on baseboards under furniture, pipes or fixtures or in corners shall be permitted. All tile and linoleum floors shall be finished. All floor finish must be approved, and anti-slip. Movable fixtures, furniture and equipment, including desks, chairs, tables, trash receptacles, business machines on rollers, etc., shall be moved during the refinishing and buffing operations and then replaced.

(b) Buffing Standard: All finished floors shall be buffed to hard-luster finish with a disc-type machine. Floors shall be swept clean and wet mopped before buffing and dust mopped after buffing.

(c) Scrubbing Standards: All floors shall be scrubbed with a disc-type floor machine with scrubbing brush or pad. Hard-to-reach places shall be scrubbed by hand. Floors shall be rinsed with clean water and dried. Floors shall have all wax, furniture marks, black marks, tar, gum, rust and other/like substances removed. Hosing of floors shall not be permitted.

(d) Stripping Standard: Floors shall be stripped of all accumulated waxes and finishes, and thoroughly rinsed. Strippers containing acids, ammonia, or other harsh solvents shall not be used. If floors are discolored or spotting is apparent after initial stripping is completed, additional stripping shall be required until a uniform color appearance is obtained.

B. Carpet Floors

(i) Vacuuming Standards: Except for areas indicated, vacuum cleaners shall be used for cleaning inside the building. Filters, accessories and the cleaners shall be maintained in the manner recommended by the manufacturer to assure maximum effectiveness in reducing the introduction of dust and microbes into the air: Vacuuming of floors shall be accomplished with a vacuum cleaner of industrial grade and operational to that standard.

(ii) Spot Cleaning: Spot cleaning of carpet is defined as the cleaning or shampooing of certain areas necessitated by heavy traffic patterns, accumulation of soil or spills of certain materials. Excess liquid or solid residue-shall be removed with appropriate materials, and in large areas a wet pick-up vacuum shall be used if necessary.

(iii) Shampooing: All carpets shall be shampooed with a commercial carpet shampoo.

2. Dusting: Dust cloths and other dusting tools shall be clean. Dusting shall be accomplished by use of chemically treated cloth or paper products to avoid scattering of dust. Oil treatment is not permitted. Surfaces shall be free from dust after dusting is completed.

The use of feather dusters and brushes is not permitted. All low dusting shall be done after the floors have been vacuumed or swept and the dust has settled. Wall and ceiling surfaces shall be vacuum cleaned with a soft brush nozzle attachment.

3. Light Fixtures: The Contractor is responsible for the repair and replacement of all light fixtures, this includes replacing burned out bulbs and fluorescent tubes in interior light fixtures. Exposed light fixtures shall be washed with a sponge or clean cloth, dampened in a mild disinfectant solution and wiped dry with a clean cloth. The covers of incandescent and recessed lights shall be washed/dusted inside and outside. All insects and other foreign materials shall be removed. Every precaution shall be taken to assure that the glass and tubes are properly and securely replaced.

4. Window Blinds: All smooth surface blinds shall be washed in place using soft, clean cloth dampened in a mild, neutral soap and water solution, rinses and wiped dry with a clean cloth. A germicidal/detergent disinfectant solution shall be used with each cleaning. Care shall be taken to avoid getting cords or tapes wet. All blind slats shall be left clean and free from streaks or smears or unwashed places. Cloth covered blinds shall be cleaned according to the manufacturers' instructions.

5. Interior/Exterior Window Cleaning: Cleaning solutions shall be of a type that shall not injure the frames, closing fixtures or signage decals. A germicidal/detergent disinfectant solution shall be used with each cleaning. Cleaned windows shall be free of streaks. No water shall be spilled on sill, walls, furniture or equipment. Any blinds, furniture or office equipment moved in the washing process shall be repositioned and the windows and screens shall be secured by latches as found before the washing started. Hosing of windows will not be permitted. Glass panels in doors, display cases and mirrors shall be cleaned using a free-rinsing detergent to present a neat, clear appearance at all times. Adjacent trim shall be wiped clean using damp wiping procedures.

6. Restroom Cleaning: Clean and disinfect urinals, toilets, lavatories, sinks, floors, floor drains, partitions, walls, mirrors and dispenser surfaces. Empty waste receptacles and clean the inside as needed. Waste receptacles shall be clean, disinfected and the liner shall be replaced and undamaged, free of residue and offensive odors. After cleaning/disinfecting of toilet seats, they shall be left in the upright position. Scrub restroom floors as needed. Restroom fixtures shall be free of dirt, stains and residue. Partitions, walls, floors, grout and door surfaces shall be free of dirt, stains, and graffiti. Mirrors shall be clean, polished, and free of streaks. All metal fixtures and hardware shall be free of stains, water spots and residue. All surfaces shall be dry and the corners clean. Following servicing, restrooms shall be stocked with sufficient supplies to insure that the supplies will last until the next scheduled service. All work shall be accomplished to the definition of "clean". (Task Frequency: Daily)

Restroom and rooms with sinks shall contain the following equipment:

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

2. At least one modern paper towel dispenser, soap dispenser and waste receptacle forevery two lavatories.

3. All rooms with sinks will have a soap dispenser and a paper towel dispenser in them.

Fixture Cleaning: Every sink shall be properly cleaned and kept free of odors. Soap and paper towels shall be refilled.

7. Wall Washing: Washing solution with germicidal content shall be no stronger than necessary to remove dirt. Only small areas shall be washed, rinsed and dried at one time. No water shall be spilled or splashed on windows, furniture, or equipment. All furniture and equipment moved in the process shall be repositioned upon completion.

8. Trash Removal: Collected non-infectious trash shall be promptly removed from the VA clinic and placed in exterior refuse containers. Collected infectious trash, including sharps containers shall be promptly removed from the VA clinic and placed in the Biohazard Storage container located in a secure storage room to await pickup. Filled trash carts shall not stand in hallways, rooms or on ramps. All trash containers shall contain a clean plastic bag insert. Trash carts, wastebaskets, disposal cans and other trash containers shall be emptied and thoroughly cleaned and wiped dry. The Hazardous Material trash containers are not the responsibility of the Contractor.

9. Miscellaneous Cleaning (Scrubbing/Washing): Furniture, i.e., tables, chairs shall be scrubbed with a mild disinfectant. Washing of doors, doorframes and walls will be accomplished to remove dirt.

A-6 SCHEDULE OF SERVICES:

1. DAILY SERVICES shall include:

a. Clean sinks, toilets and fixtures;

b. Sweep hard surfaces;

c. Vacuum carpeted areas;

d. Wet-mop floors;

e. Dust furniture and equipment;

f. Empty all infectious and non-infectious materials containers;

g. Clean and fill soap dispensers; and paper products dispensers;

2. WEEKLY SERVICES shall include:

a. Spot wash walls, doors, woodwork and partitions;

b. Dust ledges, windowsills, woodwork, window blinds, light fixtures, air conditioning/heating vents and other areas where dust may collect;

c. Clean all mirrors and other glass areas (excludes windows).

d. Scrub all restrooms floors;

e. Buff all tile floors;

3. MONTHLY SERVICES shall include:

a. Clean /dust window blinds; and

b. Burnish all tile floors;

4. SEMI-ANNUAL shall include:

a. Shampoo all carpet areas;

b. Clean upholstered furniture and other miscellaneous furniture and surfaces;

c. Strip and lay four coats of finish and buff floors;

d. Clean interior/exterior windows

4.12 SCHEDULE OF PERIODIC SERVICES (DEC 2005)

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

4.13 Waste and Recycling

The Lessor shall have no responsibility for disposing of hazardous or pathological waste. The Lessor shall provide collection, disposal, and recycling for all other waste materials generated by VA.
The Lessor shall establish a recycling program for (at minimum) paper, cardboard, glass, plastics, can. Recycling of cardboard is required.

Locate waste and recycling containers near the service area in accordance with security requirements. The Lessor shall provide and maintain adequate quantity of trash container(s), including compacting equipment as required, based on volume of waste and frequency of collection. As a minimum, provide **two 8 cubic yard covered containers** with bi-weekly collection and removal from site for refuse, trash, and garbage. The Lessor shall provide covered recycling receptacles, and shall collect and remove recycled materials bi-weekly.

The Lessor shall be required to dispose of trash/non-hazardous solid waste in such a manner as not to cause conditions detrimental to public health or to constitute a public nuisance. All work is to be performed in accordance with the guidelines rules and regulations established by Federal, State, City laws. Collections shall be made in contractors containers that are totally closed, rodent proof, fire retardant, kept clean, sanitized and after dumping shall be deodorized. Any trash/non-hazardous solid waste scattered on the grounds shall be recovered and removed,. The pick-up area shall be left in a clean and sanitary condition.

4.14 Integrated Pest Management Services

IPM can be defined as: A coordinated system of technological and management practices to control pests in a safe, environmentally sound, and economical manner. It is a process for minimizing pesticide use and risk while maximizing the control of pests that affect public health, impede operations, or damage property. Using Integrated Pest Management techniques as specified in the GSA Environmental Management Integrated Pest Management Technical guide(E402-1001) control pests as appropriate.

Certified applicators are required in the performance of the work under the contract. Each applicator designated by the Contractor to perform work under the contract shall furnish a copy of his/her certification (showing all categories in which work is to be performed) to the Contracting Officer prior to contract award. NOTE: Certification shall mean a current Certificate of Competency in Pest Management in any and all categories or sub-categories as identified. All other definitions are as defined in CER 40 subchapter E, parts 162-180.

Lessor shall conform to all regulations, Federal, and local, governing examining and licensing of pest control operators, performance of pest control, use of approved pest control chemicals and equipment, which may be in effect in the area in which the work under the contract should be performed.

Pest management task shall be scheduled so as to be performed on definite appointed days and approve schedule. IPM will be exercise no less than once a month and more frequent, as required.

Pesticide application shall be according to need and not be schedule. Area will be inspected to detect pest problems and selection and use of the most environmentally sound pesticide to effect control when chemical control methods are necessary.

Control of insects and rodents shall be provided on a regular basis (minimum of every month), and upon any sign of infestation. Use of chemicals shall conform to EPA and state requirements. If any signs of re-infestation appear, additional service shall be provided by the Lessor at the request of VA.

4.15 LANDSCAPE MAINTENANCE (AUG 2008)

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

B. See additional information in the “Landscaping” paragraph in the GENERAL ARCHITECTURE section of this solicitation.

4.16 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

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

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency

generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer

C. Without any additional charge, the Government reserves the right to require documentation of routine testing of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure continued proper operation. The VA may request representation at these tests.

4.17 NOVATION AND CHANGE OF NAME (AUG 2008)

A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205

C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.

D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.

E. The transferee must submit a new GSA Form 3518, Representations and Certifications.

F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.

H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.

I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.

J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.18 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (SAM)

The Offeror must have an active SAM registration account prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the SAM system. Register via the following website: https://www.sam.gov/portal/public/SAM/.

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

A. The requirements of this SFO may be satisfied through a modified existing building or the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.

B. The Offeror shall provide a written certification from a licensed professional engineer that the building(s) conforms with a minimum of:

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

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

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

intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

C. The Offeror shall provide a Pre-Lease Building Security Plan (BSP) with its offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

D. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.

E. Offers must include an itemized estimate for the costs of each security item identified as "shell" in the Lease Security Standards section elsewhere in this SFO and for any security item identified as a Special Requirement.

5.2 SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.

2. "IBC" means "International Building Code" (IBC). The IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting HTTP://WWW.ICCSAFE.ORG.

3. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment A, together with any required attachments.

B. The design and construction of new buildings, or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC) by "Substantial Completion".

C. At the time of "Substantial Completion," the Lessor shall provide a written certificate from an Engineer affirming that the building design and construction conform to the seismic provisions of the latest edition of the International Building Code (IBC).

D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government.

5.3 FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)

A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.

B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, Installation of Sprinkler Systems.

C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.

D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The building is two or more stories in height above the level of exit discharge.

2. The total calculated occupant load of the building is 300 or more occupants.

3. The building is subject to 100 or more occupants above or below the level of exit discharge.

E. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the award date of this SFO) adopted by the jurisdiction in which the building is located. In addition, the emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

5.4 INDEPENDENT TECHNICAL REVIEW

The Lessor shall be responsible for paying for three independent technical and life safety reviews at the Second Design Development submittal, at the 75% Construction Document submission, and independent back check of the Final (100%) Construction Documents. The reviews shall encompass all disciplines. The reviews shall be accomplished by independent professional entities selected by VA that are registered in the appropriate fields of expertise.

NOTE: The Lessor shall allow approximately 15 working days from receipt of documents by the governments independent professional technical reviewer for review and comment at each review stage.
The independent reviews are limited to checking for general compliance with the SFO and VA Design Submittal Requirements (PG18-15). The independent reviews do not take the place of the Lessor's QA/QC program, nor the code review by the Authority Having Jurisdiction (AHJ). The Lessor shall have the responsibility of ensuring that the documents go through the review and permitting process of the local AHJ. If the independent technical review conflicts with the review by the AHJ, the more stringent requirement shall apply. If there is any question as to which requirement shall apply, the Lessor shall request a determination from the Contracting Officer.

For purposes of this Solicitation For Offers (SFO), the firm of Cannon Design is the authorized representative of the Department of Veterans Affairs (VA) and shall provide technical review services to VA in connection with this Lease. It is understood between the Lessor and VA that Cannon Design shall provide independent technical services on behalf of VA to assist in reviewing drawings.

In connection with the provisions of such independent technical services, the Lessor shall provide in the base rental rate a sum of Ninety-five two hundred and forty two thousand dollars (**$95,242.00**) to be paid to Cannon Design. Such fee shall be due and payable, as follows:

Approximately forty (40)% of the fee shall be paid to Cannon Design within thirty (30) calendar days following receipt by the Lessor of an invoice certified and approved by VA; following review of the Second Design Development package, and:

Approximately fifty (50)% of the fee shall be paid to Cannon Design within thirty (30) calendar days following receipt by the Lessor of a invoice certified and approved by VA; following review of the 75% Construction Document package.

The balance of the fee shall be paid to Cannon Design within thirty (30) calendar days following receipt by the Lessor of a final invoice certified and approved by VA, following back check of the final Construction Document package.

The Lessor's responsibilities to pay the fee(s) to Cannon Design is independent of any other Lessor financial responsibilities of this Lease and shall not be used to negotiate or offset any credits owed VA by the Lessor. However, in the event Lessor shall fail to pay the fee(s) owed to Cannon Design pursuant to the compensation schedule outlined herein, VA, at VA's sole option, shall pay the fee owed on behalf of Lessor to out of rent payments and/or any lump-sum payments owed or to-be-owed to Lessor for reimbursement(s) for services/work provided by the Lessor.

5.5 GENERAL REQUIREMENTS FOR SUBMITTALS

Provide a design narrative/analysis for each technical discipline (e.g., architectural, mechanical, fire protection, etc.) which describes the intent of each discipline with each design development submission.

Provide computations and sizing calculations for electrical, mechanical (HVAC, plumbing, and steam), sanitary, structural, and fire protection designs. For computerized calculations, submit complete and clear documentation of computer programs, interpretation of input/output, and description of program procedures.

Provide individually packaged drawings for each submission to each unit specified in Paragraph "Distribution of A/E Materials."

At each submission, the A/E shall date and appropriately label all materials. In each submission, the A/E shall incorporate the corrections, adjustments, and changes made by VA at the previous review.

A. Format:

(1) Drawings

Hard copies shall be black line prints on bond paper, full size (30" x 42") and half size (15" x 21"). Each set shall contain all sheets for all disciplines (partial sets are not allowed). Electronic submissions may be plots or scans in Adobe® PDF format; except floor (space layout) plans shall be provided in both PDF format and as AutoCAD® release 2009 drawing files to facilitate verification of net and rentable areas. Quantities shall be as indicated below.

(2) Specifications

Hard copies shall be printed double-sided on 8½" x 11" bond paper. Electronic submissions may be in Microsoft® Word® 2003 or Adobe® PDF format. Electronic files containing two or more specification sections shall be indexed or bookmarked.

(3) Narratives

Hard copies shall be printed on 8½" x 11" bond paper. Electronic submissions may be in Microsoft® Word® 2003 or Adobe® PDF format. Bookmark or index all electronic files.

(4) Calculations

Hard copies shall be printed on 8½" x 11" bond paper. Electronic submissions may be Adobe® PDF format. Bookmark or index all electronic files.

B. Distribution of A/E Materials

Electronic materials shall be submitted on CD-ROM or DVD. Each set of paper (hard) copies shall be bound or may be assembled in three-ring binders. Label each disk and paper set to indentify the project, location, contract number, and submittal type and date. Required number of copies is designated in the following table.

Submittal	Medical Center	Resident Engineer	Ind Tech Reviewer
First Design Development			
Narratives	1 each hard and electronic	1 each hard and electronic	
Drawings	1 each hard and electronic	1 each hard and electronic	
Specifications	1 each hard and electronic	1 each hard and electronic	
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy each discipline
Second Design Development			
Narratives	1 each hard and electronic	1 each hard and electronic	6 hard copies
Drawings	1 each hard and electronic	1 each hard and electronic	6 hard copies
Specifications	1 each hard and electronic	1 each hard and electronic	6 hard copies
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy each discipline
75% Construction Documents			
Drawings	1 each hard and electronic	1 each hard and electronic	
Specifications	1 each hard and electronic	1 each hard and electronic	
Calculations	1 each hard and electronic	1 each hard and electronic	
100% Construction Documents			
Drawings	1 each hard and electronic	1 each hard and electronic	6 hard copies
Specifications	1 each hard and electronic	1 each hard and electronic	6 hard copies
Calculations	1 each hard and electronic	1 each hard and electronic	1 hard copy each discipline

5.6 DESIGN INTENT DRAWING

Design Intent drawing to be submitted with Offerors Initial Offer.

A. Site

Submit preliminary drawings showing the development concept. Submit copies of topographic, utility, and landscape surveys.

Include layout plan(s) showing location of: building and structures, outdoor recreational area, roads, fire access, parking, mechanical, electrical, and telecommunications equipment on grade, service area(s), entrances and exits, and walks; Grading plan, showing existing and proposed contours; and Planting plan, showing plant groupings.

Submit preliminary narrative for site design concept with analysis of site, circulation study, phasing analysis, and parking analysis.

B. Structural

Submit preliminary structural plans and sections. Show bay sizes, locations and sizes of columns, bearing walls, and foundations. Show locations and depths of floor and roof framing members. Show locations and sizes of lateral force resisting elements. Indicate locations of major mechanical, electrical, and other special equipment items.

Submit preliminary design narrative, including basis for selection of proposed structural system, and preliminary supporting calculations.

C. Architectural

Submit final layout drawings (floor plans) for all floors at 1/8-inch scale. Drawings shall be of sufficient precision and/or adequately dimensioned so that the Government may accurately compute rentable and useable areas to verify compliance with solicitation requirements.

Submit preliminary equipment plans (at ¼-inch scale) and preliminary equipment schedules that reflect the requirements in this Basic Solicitation as well as Schedule B "Special Equipment Requirements." Identify all equipment for each clinical or laboratory room listed in Schedule B. Equipment plans are not required for offices, consultation rooms, classrooms, conference rooms, and waiting rooms.

Submit building elevations, showing all significant materials, including their colors, roof top mechanical equipment, and any architectural screens. Elevations shall show massing, proposed fenestration, and the building's relationship to adjacent structures and the finish grade. Provide two colored perspective views or tridimensional renderings of the proposed building.

D. Interior Design

No requirements at this submittal.

E. Sustainable Design & Energy Efficiency

Submit preliminary LEED-CI ® for Commercial Interiors checklist. Submit preliminary narrative addressing how the design will meet Federal Mandates for sustainability and energy efficiency, including site base conditions analysis, preliminary base case energy and water analysis, and integrated strategies.

F. Fire Protection/Life Safety

Submit preliminary design narrative. The fire protection narrative shall discuss: fire and smoke separations, fire sprinkler/standpipe system, size of fire pumps, water supply available/max. demand, water flow testing results, fire alarm systems, kitchen extinguishing systems, size of air handling units, exit paths from each zone, distances to stairs, occupancy of each area, exit calculations for each floor, and smoke control features.

Submit preliminary fire protection plans plans/drawings (minimum 1/8-inch scale) illustrating: sprinkler zones, fire alarm zones, smoke zones, building water supply, interior sprinkler supply risers, standpipes, fire extinguisher cabinets, and fireproofing of structural members.

G. Mechanical

Submit preliminary design narrative addressing description of HVAC systems, equipment for each functional space, and life-cycle cost analysis. Submit preliminary engineering calculations. Provide specific design recommendations and full back-up data. Include the heating and cooling capacities of each functional area and the block cooling and heating loads for the building.

Submit preliminary drawings (minimum 1/8-inch scale) indicating: tentative location/sizes for mechanical equipment room(s), principal vertical shafts, and block layout of equipment. Indicate preliminary sizes and locations of louvers required for outside, exhaust, and relief air.

H. Plumbing

Submit preliminary design narrative addressing plumbing systems including supply, waste, and medical or laboratory gas systems.

Submit preliminary drawings (minimum 1/8-inch scale) including: room names and numbers, plumbing fixtures w/VA numbering system, equipment, medical gas outlets, laboratory gas outlets, and routing for plumbing piping.

I. Electrical

Submit preliminary design narrative for electrical systems and preliminary load calculations for normal and emergency power. Include basic assumptions, and projected load of new construction.

Contact the electrical utility that will supply electrical power. Submit a written summary of any conversations with the electrical utility. Submit a full set of preliminary electrical site, lighting, and power floor plans, showing equipment, lighting, and receptacle locations. Submit proposed one-line and riser diagrams of the normal electrical power distribution system and the emergency power system.

Final equipment ratings may vary, but locate all equipment and identify and size dimensionally for adequate capacity. Provide preliminary fault current, arc-flash, generator sizing, load, feeder and equipment sizing, voltage drop, lightning protection risk analysis, and lighting and energy calculations.

J. Telecommunications and Special Systems
Submit preliminary design narrative addressing Telecommunications and Special Systems.

Submit preliminary Telecommunications and Special Systems drawings including site plan and floor plans (minimum 1/8-inch scale). Show locations of and sizes of computer rooms and equipment and distribution rooms for telecommunications and special systems. Identify low-voltage outlet connections and major equipment items. Include basic cable tray routing. Provide legend of symbols.

5.7 SECOND DESIGN DEVELOPMENT SUBMITTAL

A. Site
Submit design narrative and calculations for site development. Include a Geotechnical Report that addresses at a minimum, soil bearing pressures, slab design, existing soil conditions, percolation rates, slope stability and recommended mitigation, pavement design, etc.

Include a Hydrology and Hydraulic analysis and report in support of the proposed design which complies with local, state, and federal flood plain management standards and methodologies. It is not acceptable to connect storm drain systems to the sanitary system.

Submit completed design development drawings for all site work and utility systems. Include layout plan(s) showing location of: building and structures, roads, fire access, parking, accessible spaces, van spaces, mechanical and electrical equipment on grade, off-site roads, off-site utilities, service area(s), entrances and exits, walks, inlets, vertical and horizontal road alignment, and paving joint patterns.

Submit grading plan showing: existing contours, proposed contours, spot elevations at structure corners, entrances, equipment pads, etc., first floor elevations, rim and invert elevations on storm drainage fixtures, and erosion and sediment control.

Include conceptual drawings that reflect the alignment of the water distribution system, including location of fire hydrants and points of connection to the public water system.

Include conceptual drawings that reflect the alignment of the sanitary sewer system, including manhole locations and points of connection to the downstream sewer system.

Include conceptual storm drain drawings based on the Hydrology and Hydraulic report. The drawings should reflect the alignment of the storm sewer system, including location of detention/retention basins, junction structures, channels, pipe structures and catch basins, connections to the existing storm system (if one exists) or flow arrows indicating the direction of surface flow.

Submit landscape drawings including planting plan showing: list of plant material and limits of irrigation.

Submit signage plan and schedule.

Submit site and landscape details.

Submit completed design narrative and calculations.

Submit draft specifications for earthwork, utility systems, and site improvements.

B. Structural
Submit completed design development drawings including structural plans, sections, and details. Show bay sizes, locations and sizes of columns, bearing walls, and foundations. Show locations and depths of floor and roof framing members. Indicate floor and roof slab thickness. Coordinate floor or roof depressions and penetrations with architectural, mechanical, plumbing, and electrical work. Indicate major mechanical, electrical, and other special equipment items; and show chases or shafts. Show framing and support required at those locations. Show locations and sizes of lateral force resisting elements.

Submit final design narrative including basis for selection of proposed structural system. Submit calculations for gravity and lateral design.

Submit draft specifications for structural materials.

C. Architectural
Submit completed design development floor plans (minimum 1/8-inch scale) for each floor showing all rooms, room names, room numbers, door locations and swings, smoke and fire rated partitions, and fire extinguisher cabinets. Label departments or services. Show all rooms and chases for mechanical, electrical, and low-voltage (communications) equipment. Show wall thickness and chase walls. Show plumbing fixtures and equipment occupying floor space. Indicate handrails and corner guards. Show column grid with columns indicated and expansion and seismic joints.

Submit completed equipment plans, elevations (minimum ¼-inch scale), and schedules. List any changes or deviations from Schedule B for review and approval by the Contracting Officer or designee.

Submit completed design development roof plan, exterior elevations, building and wall sections, and key details. Submit room finish, door, and window schedules. Submit general notes, symbol legends, and abbreviations.

Submit final design narrative.

Submit draft specification sections.

D. Interior Design
Submit interior design narrative. Discuss information gathered during interior design programming with the VAMC project coordinator and interior designer including, but not limited to the following: interior and exterior design and materials, light, safety, patient profile, customer's "vision" or desired image, public vs. private spaces, signage, regional influences, furniture and artwork recommendations (to be provided and installed by the VA), etc.

Present the preliminary design solution for the primary areas of the project. Use broad categories of materials, finishes, color palettes, patterns, textures, and scales. Include primary and secondary corridors, lobbies, waiting rooms, offices, exam and treatment rooms, and toilet rooms. Discuss the relationship among departments and functions, and between public and private spaces.

E. Sustainable Design & Energy Efficiency
Submit LEED-CI ® checklist. Submit narrative addressing how the design will meet Federal Mandates for sustainability and energy efficiency. Submit refined ASHRAE 90.1-2004 base-case energy model and as-designed energy model, including all assumptions used, targeting compliance with the 30% energy reduction goal, or exceeding the goal. Submit refined water use analysis and daylighting calculations. Submit preliminary commissioning specifications.

F. Fire Protection/Life Safety
Submit completed fire protection narrative. Indicate NFPA 220 and UBC fire resistive rating of the building, NFPA 101 occupancy type, and fire protection code analysis to assess compliance with NFPA 101. Provide information to meet JCAHO requirements, e.g., location of all fire rated barriers, smoke barriers, exit signs, fire extinguishers, manual pull stations, smoke detectors, and sprinkler flow switches.

Submit completed design development fire protection plans/drawings illustrating: sprinkler zones, fire alarm zones, smoke zones, building water supply, sprinkler/standpipe riser supply piping, termination of sprinkler main and inspector test drains, sprinkler alarm valves, waterflow and tamper switches, sprinkler system fire department connections, sprinkler design hazards per NFPA 13, exit signs and emergency lighting, fire sprinklers, fire hydrants, fire pumps, post indicator valves, sectional valves, fire extinguisher cabinets, electromagnetic door hold open devices, wall sections indicating fire resistive ratings, and evacuation plan signage.

Submit draft specifications for fire alarm and suppression systems.

G. Mechanical
Submit completed design narrative and calculations for HVAC systems. Include room-by-room, peak zone-by-zone, and building block heating and cooling loads. Discuss selection of HVAC equipment and provide catalog cuts of equipment. Provide room-by-room heating and cooling loads, zone–by-zone heating and cooling loads; and building block heating and cooling loads. Include Psychometric chart for air handling unit, coil entering and leaving conditions, fan motor heat gains, consumption of humidification loads, sound/acoustic analysis. Provide room-by-room air balance charts. Show supply, return, exhaust, make-up, and transfer quantities with intended pressure relationships, i.e., positive, negative, or zero with respect to adjoining spaces.

Submit completed design development drawings indicating: main supply, return and exhaust ductwork, volume dampers, fire and smoke partitions, fire and smoke dampers, smoke detectors, automatic control dampers, air quantities for each room, air inlets/outlets, rises and drops in ductwork, and interconnection of HVAC equipment with fire protection equipment (see fire protection). Provide plan and section of mechanical equipment rooms and building corridors (show routing of main ductwork, plumbing, fire protection, major conduit or cable tray runs). Provide schematic flow and riser diagrams, schematic control diagrams, and equipment schedules. Indicate required seismic bracing. Provide legends, symbols, and abbreviations.

Submit draft specifications for mechanical systems and equipment.

H. Plumbing
Submit completed design narrative addressing plumbing systems including supply, waste, and medical or laboratory gas systems. Submit calculations for piping systems and equipment.

Submit completed design development drawing. In addition to the requirements of the first design development submittal, show the following: size of pipe, equipment schedule, fire and smoke partitions, riser diagrams, legend, notes, and details; location and size of sprinkler riser, standpipes, and fire pumps (see fire protection); and location of emergency eyewash and shower equipment.

Submit draft specifications for plumbing systems and equipment.

I. Electrical
Show all new services to building, utility transformers, location, exterior lighting, and the utility service point and meter location on the electrical site plan. Submit a written summary of any conversations with the electrical utility.

Provide legend of symbols and abbreviations. Submit a full set of electrical lighting, power, and lightning protection plans for building and site. Submit one-line diagrams of the normal electrical power distribution system and the emergency power system.

Provide pre-final fault current, arc-flash, generator sizing, load, feeder, and equipment sizing, voltage drop, lightning protection risk analysis, and lighting and energy calculations.

Submit draft specifications for electrical equipment.

J. Telecommunications and Special Systems
Submit completed design narrative.

Submit Telecommunications and Special Systems site and building drawings. Identify low-voltage outlet connections and major equipment items. Include basic cable tray routing and floor penetration location for routing of low-voltage cabling.

Submit ¼-inch scale enlarged Telecommunication Rooms plans. Identify equipment rack location, overhead ladder rack, and wall field equipment with proper clearances. Submit 1-inch scale enlarged plans of the rack details including termination areas of copper and fiber cabling and equipment layout.

Submit draft specifications for Telecommunications and Special Systems.

5.8 75% CONSTRUCTION DOCUMENTS

A. Site
The Site drawings shall indicate all site features required by the lease documents, e.g., topography (1 foot contours), building location by legal description, site setbacks, grading, parking, roadways, access ways, pedestrian routes, landscaping, irrigation system, smoking shelter, sidewalks, conformance with local design standards, etc. The site drawing shall be at a minimum scale of 1" = 40'. Provide specifications for site improvements.

The site drawings shall reference the Geotechnical Report for drainage design, pavement design recommendations, and slope stability, etc.

Include a Hydrology and Hydraulic analysis and report in support of the proposed design which complies with local, state, and federal flood plain management standards and methodologies. It is not acceptable to connect storm drain systems to the sanitary system.

The Site drawings shall include details for connecting to the public water distribution system. Include points of connection, zone boundaries, fire hydrants (spaced per local codes), domestic and irrigation meter size and location, and all other water distribution components as required by the local water utility.

The Site drawings shall include details for connecting to the public wastewater system. Include the downstream point of connection, manholes, and cleanouts, etc., per the standards and specifications of the local wastewater jurisdiction. The proposed wastewater system cannot be designed to be integrated with the storm drain system.

Include detailed drainage plans based on the Hydrology and Hydraulics Report that identify location and depth of basins, storm sewer, catch basins, channels, connection points, pipe structures and all other drainage related items, as proposed in the report or required by the local jurisdiction.

B. Structural
Submit 75% complete structural drawings including foundation plans, floor and roof framing plans, sections, elevations, general notes, schedules, and details. Coordinate floor or roof depressions and penetrations with architectural, mechanical, plumbing, and electrical work. Indicate major mechanical, electrical, and other special equipment items, and show chases or shafts. Show framing and support required at those locations.

Submit calculations for gravity and lateral (wind/seismic) load requirements. Submit structural specifications.

C. Architectural
Submit 75% complete architectural drawings including fully dimensioned floor plans showing all revisions required by comments from the design development phase. Submit interior details, elevations, and sections. Submit complete and coordinated finish, door, hardware, and window schedules. Submit roof plans, building sections, wall sections, and exterior elevations that show finish floor elevations and indicate all building systems and materials. Submit completed, coordinated reflected ceiling plans for entire building, indicating all ceiling mounted equipment, lighting fixtures, air diffusers, registers, tracks, etc. Submit 1/4-inch scale equipment plans, elevations, schedules, and details. Submit general notes, symbol legends, abbreviations, and all necessary and coordinated interior and exterior details. Submit fully edited specifications.

D. Interior Design
Fabrication of Sample Boards
Provide 2 complete sets of sample boards. Distribution will be Contracting Officer-1 set, VAMC-1 set. Sample boards are not returnable. Designer should fabricate an extra copy of each submission for their records.

Identify each sample board with project and location information.

Product Samples
Organize the finish and material samples on the boards to clearly convey the design intent. Apply an actual sample of all interior and exterior materials, finishes and paints specified on the project. Securely adhere all samples with a strong adhesive and/or double

sided foam tape. Place exterior materials on a separate board. Assign a color and material code to all samples. Include photos of furniture, light fixtures and artwork recommendations.

Sample Boards
Use mat board, foam core or any other suitable lightweight material. Board size should not exceed 30" x 40". Use a white board. Backer boards of other colors may be used for bordering. Do not use frames.

Signage and Wayfinding
Submit drawing(s), specifications, and narrative to illustrate the wayfinding concept and signage systems proposed for the project. Include all graphics and signage that are to be provided as part of the solicitation.

E. Sustainable Design and Energy Efficiency
Submit final documentation demonstrating Silver, LEED-CI. Where proposed Credits will not achieve all federally-mandated strategies for sustainability and energy efficiency, submit documentation showing compliance with federally-mandated strategies. Submit final ASHRAE 90.1-2004 base-case energy model and as-designed energy model based on the Construction Documents, including all assumptions used, demonstrating compliance with the 30% energy reduction goal. Submit final models for all other systems. Submit final commissioning specifications.

F. Fire Protection/Life Safety

Submit 75% complete fire protection drawings. In addition to the drawing requirements of the Second Design Development submission, include the following:

Door and window schedule indicating fire rating and whether fire rated glazing will be provided;

Height and configuration of storage racks and shelving in relation to fire sprinkler heads;

Reference note to HVAC drawings that indicates interconnection of HVAC system components (dampers, fans) with duct smoke detectors and/or fire alarm system;

When fire pump is required, submit details of the fire pump system, including elevation and isometric detail of fire pump, and interconnection of the fire pump system to the fire alarm system;

Show zoning of each fire alarm initiating device, single line riser diagram for the fire alarm system, and detail of annunciator panel;

Provide final calculations.

Submit fire protection specifications.

G. Mechanical
Provide complete and final engineering calculations of all systems. In addition to specifications, provide complete selection data, including catalog cuts and calculations, for all HVAC equipment and drawings showing all equipment schedules. Complete the coordination requirements with fire protection, electrical, plumbing, architectural (louvers, ceiling access panels, reflected ceiling plans, etc.), and structural work (operating weights of ceiling and floor mounted equipment, concrete and steel supports, roof and floor openings, etc.). Submit 75% complete HVAC floor plans for all areas, showing all ductwork and piping at 1/8-inch scale. Submit 75% complete HVAC floor plans for all mechanical equipment rooms with at least two cross-sections taken at right angles to each other at ¼-inch scale. Show all equipment located on roof and/or grade.

H. Plumbing
Submit 75% complete and coordinated drawings to include riser diagrams, legend, notes and details. Submit specifications and final calculations.

I. Electrical
Complete the site and building electrical lighting, power, and lightning protection plans. Provide normal and emergency one-line riser diagrams including all conduit and cable quantities and sizes, complete ground system, and electrical equipment amperage/voltage/phase/poles/AIC ratings. Show transformers, switchboards, panelboards, and feeders in relative positions. Tabulate all panelboard schedules. Provide specifications and final calculations. Provide written approval by the utility company of the design of the electrical incoming service.

J. Telecommunications and Special Systems
Show all new services to building from service providers and/or inter-connections. Complete a site plan and a one-line riser diagram including all conduit, backbone cable. Provide telephone, data, security, and special systems risers. Identify all devices and locations. Complete the building low-voltage floor plans. Provide complete specifications for all low-voltage systems and final device locations.

5.9 100% CONSTRUCTION DOCUMENTS
All disciplines: complete and coordinate all drawings, specifications, and schedules for 100% construction document submittal. Incorporate all VA and technical review comments. Provide seal (stamp) and signature of the responsible charged A/E on all construction documents and final calculations. Submit design team responses to review comments and QA/QC documentation with 100% document package for back check.

The documents submitted to the Authorities Having Jurisdiction for plan review and permitting shall be the 100% construction documents with VA review comments incorporated.

5.10 APPROVED PLANS AND PERMITS

Prior to the start of construction, submit to VA copies of all permits and two complete sets of construction documents as approved by the Authorities Having Jurisdiction.

5.11 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009)

This paragraph applies to all recipients of SBU building information, including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain building information must be reviewed by VA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the contracting officer 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 VA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to VA or performing work under a VA 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 clause 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 VA 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 following URL: 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 Central Contractor Registration (CCR) database at WWW.CCR.GOV that have a need to know such information. If a subcontractor is not registered in the CCR 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 CCR 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 clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) 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; (3) contact information for the named individual; and (4) 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 clause, including those maintained by any subcontractors and/or suppliers, and submit them to the contracting officer. For federal buildings, final payment may be withheld until the lists are received.

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 contracting officer*, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF. *If SBU building information is not returned to the contracting officer,* 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 Contracting Officer that all SBU building information has been destroyed, *or returned to the Contracting Officer,* by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the contracting officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Contracting Officer at the completion of the lease term.

G. INCIDENTS. All improper disclosures of SBU building information must be immediately reported to the contracting officer at the VA. If the contract provides for progress payments, the contracting officer 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 clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

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

5.12 UNIT COSTS FOR ADJUSTMENTS (AUG 2008)

The Offeror is required to provide unit prices within Schedule C. The unit prices may be used, upon acceptance by the VA, during the first year of the lease to price alterations costing $100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

5.13 RESERVED- TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2009)

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

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

B. Orders for special equipment items of $100,000 or less may be placed by the Department of Veterans Affair's Contracting Officer. VA officials may place orders for Tenant Improvements $100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of VA officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The VA officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the VA under the authorization described in paragraph B above will be made directly by the Tenant Agency placing the order.

5.15 WORK PERFORMANCE (SEP 2000)

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

5.16 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008)

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

B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE**. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

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

D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance

upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

5.17 LIQUIDATED DAMAGES (AUG 2008)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph the sum of One Thousand Five Hundred Dollars (**$1,500.00),** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government as a result of the Lessor's delay.

5.18 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

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

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

5.19 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.

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

C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.

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

1. ceiling grid and tile;
2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
3. duct work and HVAC equipment;
4. wiring and electrical equipment;
5. aluminum and/or steel doors and frames;
6. hardware;
7. drywall;
8. steel studs;
9. carpet, carpet backing, and carpet padding;
10. wood;
11. insulation;
12. cardboard packaging;
13. pallets;
14. windows and glazing materials;
15. all miscellaneous metals (as in steel support frames for filing equipment); and
16. all other finish and construction materials.

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

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

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.20 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

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

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

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

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

F. FLUSH-OUT PROCEDURE:

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

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

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

G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

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

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

J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

5.21 CONSTRUCTION SCHEDULE (MAR 2007)

A. Within 14 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 45 days after award.

B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

5.22 RESERVED- CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (SEP 2009)

5.23 PROGRESS REPORTS (AUG 2008)

After start of construction, at the Government's discretion, the Lessor shall submit to the VA Contracting Officer, written progress reports at intervals of 14 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct meetings every 2 week(s) to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. The Lessor shall be responsible for taking and distributing minutes of these meetings, with review and approval by the VA Contracting Officer. Such meetings shall be held at a location to be designated by the Government.

5.24 CONSTRUCTION INSPECTIONS (AUG 2008)

A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.

B. Periodic reviews, witnessing of tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall respond in writing to the VA Contracting Officer regarding the Government's comments resulting from the subject reviews, test, and inspections. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

5.25 FLOOR PLANS AFTER OCCUPANCY (DEC 2005)

A. Paper Medium: Within 30 days after occupancy, as-built reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

B. Electronic Medium: Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on VA equipment, if requested by the Contracting Officer.

5.26 WAIVER OF RESTORATION (AUG 2008)

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

6.0 GENERAL ARCHITECTURE

6.1 CODES

The Lessor shall design and construct the building and site work in accordance with this solicitation, all applicable Federal regulations, local building and zoning codes and ordinances, and applicable utility company requirements. The term “local building and zoning codes and ordinances,” or similar text, shall be understood to mean current codes and regulations as approved and administered by Authorities Having Jurisdiction (AHJ) at the project location at the time of permitting. Where there is a conflict between the various codes or standards, the most stringent shall apply.

The design shall comply with the VA Mental Health Facilities Design Guide, 3.3 Mental Health Residential Rehabilitation Treatment Program Facility for the Domiciliary portion of the building and 3.4 Outpatient Services for the Outpatient Clinic.

6.2 ACCESSIBILITY

The design, construction, and alteration of facilities shall comply with local codes and ordinances. In addition, all VA facilities must comply with the Architectural Barriers Act Accessibility Standards (ABA-AS) as adopted by GSA and VA Program Guide PG-18-13, "Barrier Free Design Guide."

The ABA-AS consists of Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 to 10) and is available from United States Access Board HTTP://WWW.ACCESS-BOARD.GOV/.

VA Barrier Free Design Guide PG18-13 is available from VA Technical Information Library at HTTP://WWW.CFM.VA.GOV/TIL/DGUIDE/BARRFREE.DOC.

The Offeror shall comply with the stricter of these standards for each requirement as determined by the Government. Offerors are cautioned that compliance with ADA does not assure compliance with UFAS or PG-18-13. The following list includes some of the requirements from the "Barrier Free Design Guide" that typically exceed ADA or local requirements. The more stringent requirement shall be followed.

VA Accessibility Standards from PG-18-13	
Paragraph	**Description of Requirement**
4.1.1(5)(e)(i)	3% of total parking spaces shall be accessible
4.3.4	5’-0" minimum width for accessible routes
4.3.7	1:33 (3%) maximum slope for accessible routes, including parking spaces
	1:50 minimum gradient for walk requiring rest areas
	6’-0" x 6’-0" minimum size of level platform at doors
4.5.3	Carpet cushion or padding is not permitted
4.6.3	5’-0" access aisle required both sides of accessible parking spaces
4.7.3	4’-0" minimum width for curb ramps
4.8	Requirements for ramps: 1:20 maximum slope 40-foot max length for slopes between 1:33 and 1:24 35-foot max length for slopes to 1:20 4’-0" minimum clear width 6’-0" x 6’-0" minimum landing where doors swing into landing
4.9.4(5)	34" handrail height (not a range of heights)
4.10	4’-0" minimum elevator door width Double set of handrails required: 3" x 3/8" with centerlines at 30" and 42" above car floor

VA Accessibility Standards from PG-18-13	
Paragraph	**Description of Requirement**
	8’-0" x 6’-0" minimum passenger elevator platform size
4.13	2’-10" (34") minimum clear opening
   4.17	Toilet Stalls: 5’6" x 6’-0" minimum accessible stall size 3’-6" x 6’-0" minimum size "front transfer" stall Grab bars are required in all stalls (not just accessible stalls)
4.22	3’-0" (36") minimum width of toilet room entrance doors
   5.0	Cafeterias: 2’-3" (25") minimum knee clearance dimension, and 2’-5" (27") for minimum 5-percent of tables 40 to 48" range for cutlery and supply height

6.3 EXITS AND ACCESS (DEC 2007)

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

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the building at all primary exterior entryways.

C. Lessor shall provide building entrance lobby and sub-waiting area as shown on conceptual plans.

6.4 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

2. These doors shall have a minimum clear opening of 36" clear wide x 84" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

6.5 WINDOWS (SEP 2009)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

C. All exterior windows and interior glazing to be provided as indicated in Conceptual Drawings. All exterior glazing and interior glazing in areas accessible to patients to be tempered, laminated glazing for patient safety.

D. Windows in all patient bedrooms and living spaces shall be provided with sill heights that allow for views to the landscape from multiple vantage points- seated, in bed or wheelchair.

E. Floor to ceiling glazing to be provided at main domiciliary shared living spaces and around interior courtyard within the Outpatient Clinic as indicated on Conceptual Drawings.

F. Provide hurricane roll-up shutters for all exterior windows and interior glazing.

6.6 WINDOW COVERINGS (SEP 2009)

A. ***Window Blinds***. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Schedule C. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1 inch width or less, solar fabric roller shades, or an equivalent product pre approved by the Contracting Officer. The window blinds shall have non corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer. (We would prefer to specify roller shades over blinds for cleanliness).

B. ***Exterior Sunshade Devices.*** Exterior sunshade devices and integrated canopy shall be provided at facility courtyards and main building entry as indicated in Conceptual Drawings.

C. ***Exterior Covered Walkways***. All exterior walkways to residential living units and around main courtyard shall be covered as indicated in Conceptual Drawings.

D. **Loading Dock**. Loading dock shall be at grade and protected from the elements by a canopy as indicated on the Conceptual Drawings.

6.7 FLOORS AND FLOOR LOAD (SEP 2000)

A. All adjoining floor areas shall be:

1. of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards,

2. non-slip, and,

3. acceptable to the Contracting Officer.

B. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per NUSF plus 20 pounds per NUSF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per NUSF including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

6.8 ACOUSTICAL CEILINGS

Ceiling suspension system shall be intermediate-duty.

Acoustical units shall be mineral fiber units that provide a noise reduction coefficient (NRC) of at least 0.55 and a ceiling attenuation class (CAC) rating of at least 33. Provide units with manufacturer's standard white painted finish, except provide membrane faced (mylar) units in locations scheduled for non-absorbent, scrubbable finish. Ceiling units shall have a flame-spread of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

6.9 CUBICLE CURTAIN TRACKS

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 same finish as the tracks or from nylon.

Curtain carriers 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.

At 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.

6.10 ACOUSTICAL REQUIREMENTS (SEPT 2009)

BUILDING SHELL:

1. *Reverberation Control*. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.70 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.80. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

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

3. *Noise Isolation*. Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

   a. Exam/treatment rooms NIC 45

   b. Offices NIC 45

1. *Woodworking Room: Wall partitions for Woodworking Room shall be constructed to the underside of slab. Sound Isolation from adjacent spaces and corridor required.*

2. *Testing*.

a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

6.11 PARTITIONS: GENERAL

BUILDING SHELL:

Partitions in public areas shall be sheetrock covered with durable wall covering, stone, porcelain or ceramic tile, or high performance coating, or equivalent pre-approved by the Contracting Officer.

6.12 PARTITIONS: PERMANENT (SEP 2000)

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, etc.) current as of the award date of this lease. Provide Level 4 finish for surface to receive Type I vinyl wall coverings or ceramic tile. Provide Level 3 finish for surfaces to receive Type II vinyl wall coverings. Provide Level 2 finish in rooms or spaces for which no decorative finish is specified in Schedule E.

6.13 BUILDING DIRECTORY (DEC 2005)

BUILDING SHELL:

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

6.14 LANDSCAPING (SEP 2000)

1. Landscaping plan shall incorporate appropriate vegetative materials to create a dense hedge providing visual screen or barrier.

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent pollution by:

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

2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, WWW.EPA.GOV/CPG.

D. The Contracting Officer shall approve the landscaping to be provided. Landscape areas to be provided as per the Conceptual Drawings.

6.15 FLAGPOLE AND DISPLAY (AUG 2008)

BUILDING SHELL:

1. If the Government is the sole occupant of the building, two flag poles shall be provided at a location to be approved by the Contracting Officer. The flags will be provided by the Lessor, as part of shell rent and replaced at all times during the lease term when showing signs of wear.

2. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

7.0 ARCHITECTURAL FINISHES

7.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

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

B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:

1. the cost of the recommended product is unreasonable;
2. inadequate competition exists;
3. items are not available within a reasonable period of time; and
4. items do not meet the SFO's performance standards.

7.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

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

B. Refer to EPA's environmentally preferable purchasing web site, *www.epa.gov/epp* and USDA BioPreferred products web site *www.biobased.oce.usda.gov/fb4p/*. In general, environmentally preferable products and materials do one or more of the following:

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

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

7.3 FINISH SELECTIONS (AUG 2008)

A. All required finish option samples must be provided within 10 working days of the request for such by the Contracting Officer. The VA must deliver necessary finish selections to the Lessor within 20 working days after award or after receipt of plans and samples, whichever is later.

B. All building finishes must be for first class, modern space.

C. The Lessor must consult with the Contracting Officer prior to developing a minimum of 4 finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must be in compliance with specifications set forth elsewhere in this SFO. The Lessor must provide the required finish options within 10 working days of the request for such by the Contracting Officer. The finish options must be approved by the VA prior to installation. Upon review with the Tenant, the Contracting Officer must select one finish option within 10 working days, and unless otherwise specified prior to lease award, the Offeror may assume that one finish option will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the finish option is selected.

7.4 WOOD PRODUCTS (AUG 2008)

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

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.cites.org/eng/resources/species.html

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

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

7.5 ADHESIVES AND SEALANTS (AUG 2008)

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

7.6 DOORS: SUITE ENTRY (AUG 2008)

SCHEDULE C INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 36" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss **oil**-based paint finish with no formaldehyde.

1. Provide types of hardware for each door as indicated in Schedule E: Room Finish, Door and Hardware Schedule.
2. Provide anodized aluminum framed automatic horizontal sliding doors at Suite/Building entry.

7.7 DOORS: INTERIOR (AUG 2008)

SCHEDULE C INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements and shall have a minimum clear opening of 34" wide x 80" high. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

7.8 DOORS: HARDWARE (DEC 2007)

A. BUILDING SHELL:
Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. SCHEDULE C INFORMATION:
Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.

7.9 DOORS: IDENTIFICATION (SEP 2000)

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

B. SCHEDULE C INFORMATION:
Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

7.10 PARTITIONS: SUBDIVIDING (SEP 2009)

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

B. SCHEDULE C INFORMATION:
1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement Allowance. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by

the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

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

3. If installed in accordance with the “Automatic Fire Sprinkler System” and “Fire Alarm System” paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

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

7.11 WALL FINISHES (AUG 2008)

A. BUILDING SHELL:

1. *Physical Requirements*.

a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.

b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint or an equivalent.

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

B. SCHEDULE C INFORMATION:

1. In the event the Government chooses to install a wall covering as part of the Tenant Improvement Allowance, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or biobased commercial wall covering weighing not less than 13 ounces per square yard or equivalent. In the event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

C. Ceramic Wall Tile (CT):

1. Ceramic wall tile shall be glazed tile. Ceramic tile at showers and wet locations shall be installed over cement backer board or Portland cement mortar on metal lath.

2. Comply with ANSI A137.1, Standard Grade; cushion edges; matte glazing. Trim shapes shall conform to applicable requirements of adjoining floor and wall tile. Provide cove and bullnose shapes where shown, and required to complete tile work.

3. Cementitious backer units shall comply with ANSI A118.9.

D. Protective Wallcovering (WP)

1. Wainscot of rigid PVC protective wall covering (WP) shall be installed on walls in corridors and other locations in accordance with Schedule E.

2. Provide rigid, embossed, impact-resistant protective wallcovering of PVC plastic sheets or roll stock. Material shall have following minimum properties: Thickness: 0.060 inch; Roll Width: 48 inches [1200 mm]; or Sheet Size: 48" x 96" [1200 mm x 2400 mm]; Flame/Smoke Ratings: ASTM E 84, Class A; Flame Spread 0-25; Smoke Developed 0-450. Provide accessories: color matched rigid vinyl moldings and trim; acrylic latex primer/sealer, and mildew-resistant adhesives and caulk. Materials shall be cadmium and mercury free.

7.12 PAINTING (SEP 2009)

A. BUILDING SHELL:

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

2. Public areas shall be painted at least every 5 years.

B. SCHEDULE C INFORMATION:

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

2. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) off-gassing:

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

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

   c. Architectural paints, coatings, and primers applied to interior walls and ceilings:

      i. Flats: 50 grams per litre (g/L).
      ii. Non-flats: 150 g/L.

   d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.

   e. Clear wood finishes:

      i. Varnish: 350 g/L.
      ii. Lacquer: 550 g/L.

   f. Floor coatings: 100 g/L

   g. Sealers:

      i. Waterproofing sealers: 250 g/L.
      ii. Sanding sealers: 275 g/L.
      iii. All other sealers: 200 g/L.

   h. Shellacs:

      i. Clear: 730 g/L.
      ii. Pigmented: 550 g/L.

   i. Stains: 250 g/L.

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

3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

7.13 COVERING AND PERIMETERS

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be Porcelain Tile. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be Porcelain Tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have rubber, vinyl, or Tile.

2. Unglazed ceramic tile, recycled glass tile, shall be used in all toilet and service areas.

3. Any alternate flooring must be pre-approved by the Contracting Officer.

B. SCHEDULE C INFORMATION:

1. Floor covering shall be either carpet, porcelain tile or resilient flooring, as specified in the Government's approved design intent drawings. Floor perimeters at partitions shall have wood, tile, rubber, vinyl or carpet base.

2. If the Government requires restrooms and/or shower rooms in the Government demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
3. Any alternate flooring shall be pre-approved by the Contracting Officer.

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

D. FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:

   a. backing or underlayment is exposed;

   b. there are noticeable variations in surface color or texture;

   c. it has curls, upturned edges, or other noticeable variations in texture,

   d. tiles are loose, or

   e. tears and/or tripping hazards are present.

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

7.14 RESERVED – CARPET: BROADLOOM (AUG 2008)

7.15 FLOORING:

7.15.1 FLOORING, VINYL TILE AND SHEET VINYL

A. Welded Seam Sheet Flooring (WSF)

Welded Seam Sheet Flooring (WSF) shall be provided at locations listed in Schedule E. Rooms to receive WSF shall have 6-inch integral cove base (flash coving). WSF shall conform to ASTM F1303 for sheet vinyl flooring, Type II, Grade 1, except for backing requirements. Flooring shall be homogeneous through full thickness; backed sheet flooring is not acceptable. Minimum nominal thickness is 0.08 in [2 mm]; minimum width, 6 feet [18 m]. Each color and pattern of sheet flooring shall be of same production run. Welding rod shall be product of floor covering manufacturer; color of welding rod shall match field color of sheet vinyl.

B. Resilient Base (RB)

Resilient base shall be provided at locations listed in Schedule E. The material must conform to ASTM F1861, 1/8 inch, thick, 4 inches high, Type TP rubber, thermoplastics, Group 2, layered with molded top. Style B cove at all areas except where carpet occurs. Where carpet occurs, use style A straight. Each color and style shall be of the same production run.

C. Solid Vinyl Tile (SVT)

Solid vinyl tile shall be provided at locations listed in Schedule E. The material must conform to ASTM F1700, 300 mm (12 by 12 inches) square, 3 mm (1/8 inch) thick, homogenous throughout.
Color and Pattern uniformly distributed throughout thickness.. Where solid vinyl tiles are specified, seek products with recycled content.

7.15.2 RUBBER FLOORING (RF)

Rubber tile shall conform to ASTM F1344, Class 1, homogenous rubber tile, through mottled, 12 inches or 24 inches square, thick; color and pattern uniformly distributed throughout tile. Molded pattern wearing surface base thickness shall be 1/8-inch thick. Where rubber tile is used, provide tiles with a minimum of 90% post-consumer rubber.

7.15.3 PORCELAIN TILE (PT)

Porcelain tile shall be provided at locations listed in Schedule E. The material must conform to ANSI A.137., Standard Grade; Nominal 8 mm (5/16 inch) thick, with cushion edges. Porcelain tile produced by the dust pressed method shall be made of approximately 50% feldspar; the remaining 50% shall be made up of various high-quality light firing ball clays yielding a tile with a water absorption rate of 0.5% or less and a breaking strength of between 390 to 400 pounds

7.15.4 RESINOUS AND EPOXY FLOORING (RES) (EPY)

System Description: Monolithic, multi-component epoxy chemistry resinous flooring system with integral cove base. Primer with broadcast quartz aggregates, High performance multi-component solvent free epoxy undercoat, Vinyl chip flake broadcast media in desired flake size (1/8", 1/4"). High performance multi component epoxy and solvent free sealers.

7.15.5 FLOORING, CARPET TILE (CPT)

Provide new carpet tile as floor covering in those areas indicated in Schedule E of this Solicitation. The successful Offeror/Lessor shall submit carpet samples and specifications.

Physical Characteristics

Carpet shall be free of visual blemishes, streaks, poorly-dyed areas, fuzzing of pile yarn, spots or stains, and other physical and manufacturing defects.

Carpet shall be manufacturer's standard construction commercial carpet:

Broadloom; maximum width to minimum use
Modular Tile: 24 in [600 mm] square tile.

Provide static control to permanently control static build up to less than 2.0 kV when tested at 20% relative humidity and 70 ˚F [21 ˚C] in accordance with AATCC 134.

Pile Height: Maximum 0.10 in [3.25 mm].

Pile Fiber: Nylon with recycled content 25% minimum branded (federally registered trademark).

Pile Type: Level Loop.

Backing materials: Manufacturer's unitary backing designed for glue-down installation using recovered materials.

Appearance Retention Rating (ARR): Carpet shall be tested and have the minimum 3.5-4.0 Severe ARR when tested in accordance with either the ASTM D 5252 (Hexapod) or ASTM D 5417 (Vettermann) test methods using the number of cycles for short and long term tests as specified.

Tuft Bind: Minimum force of 40 N (10 lb) required to pull a tuft or loop free from carpet backing. Test per ASTM D1335.

Colorfastness to Crocking: Dry and wet crocking and water bleed, comply with AATCC 165 Color Transference Chart for colors, minimum class 4 rating.

Colorfastness to Ozone: Comply with AATCC 129, minimum rating of 4 on the AATCC color transfer chart.

Delamination Strength: Minimum of 440 N/m (2.5 lb/inch) between secondary backing.

Flammability and Critical Radiant Flux Requirements: Test Carpet in accordance with ASTM E 648: Class I: Not less than 0.45 watts per square centimeter.
Corridors, lobbies, entrances, common areas or multipurpose rooms, open offices, waiting areas and dining areas: Minimum APYD 6000.
Other areas: Minimum APYD 4000.

VOC Limits: Use carpet that complies with the testing and product requirements of the Carpet and Rug Institute's Green Label Program. Use carpet adhesives that comply with the product requirements of the South Coast Air Quality Management District (SCAQMD), rule #1168.

D. Installation

Carpet shall be a direct glue down installation following the manufacturer's instructions. All patterns and/or stripes shall match. A seam layout plan shall be provided for broadloom to assure that seams are located out of major traffic patterns. Install broadloom per CRI 104, Section 8.

E. Replacement

Carpet must be replaced at anytime during the lease when it cannot be satisfactorily cleaned, stains removed or when excessive wearing or tearing occurs or unsightly seaming is noticed. The determination will be made by the Contracting Officer. At a minimum, the carpet will be replaced every eight (8) years. All replacement work will be done after hours at the Lessor's expense, including moving and replacing furniture.

F. Samples for Color Selection

When carpet must be newly installed or be changed, the Lessor will provide the Government a minimum of four samples of carpeting which vary in color. The color selected shall have the ability to disguise soil in entrance areas and wax-track off in areas adjacent to vinyl composition. A small pattern, tweed, or heather effect is most desirable. The sample and color must be approved by the Contracting Officer prior to installation. No substitution will be made by the Lessor after sample selection.

7.15.6 FLOORING, RUBBER ATHLETIC FLOORING (RAF)

A. Provide Athletic Rubber Flooring for Physical Therapy gym area.

B. Surface shall be 3/8 inch thick. **Provide slab depression to accommodate material.** Material shall be comprised of rubber granules from recycled material and colored EPDM rubber granules, encapsulated in a zero-mercury polyurethane binder.

C. Typical physical properties

• Density PCF ASTM D3676	60
• Shore A Hardness D2240	60 +/-5
• Compression & Recovery (%)	C 5-15
F36 (100 PSI 5-15)	R85

- Static Load Limit (PSI) 970-93 >4,000
- Flexibility F137 ¼' Mandrel PASS
- Co-efficient of Friction D2047-82 (Wet and Dry Avg) 1.20
- Tear Strength ASTM D624 80 pli min
- Elongation ASTM D412 >145%
- Tensile Strength >220 PSI
- Compression Set B D395 (25% Defl., 158*F/22Hrs) 60
- Compression Endurance D623 (10,000 Cycles With 4-10 Ton Load) NO DETERIORATION
- Abrasion Resistance C501 (Weight loss in GMS/KC) H18 Wheel, 500 GM Load 0.18
- Freeze Thaw (-40*C, 40* Cycles) NO CHANGE
- Thermal Stability -40*C to +90*C
- Accelerated Weathering (2500) NO CHANGE
- NY Fire Gas Toxicity YES

#09300 900 216 4006

D. Manufacturers:
1. RB Rubber Products
2. Robbins Sports Surfaces

7.16 DOOR THRESHOLD

Comply with ANSI/BMHA A156.21-09, mill finish extruded aluminum, except as otherwise specified. In existing construction, thresholds shall be installed in a bed of sealant with ¼-20 stainless steel machine screws and expansion shields. In new construction, embed aluminum anchors coated with epoxy in concrete to secure thresholds. Furnish thresholds for the full width of the openings.

At exterior doors and any interior doors exposed to moisture, provide threshold with non-slip abrasive finish.

Provide with miter returns where threshold extends more than 12 mm (0.5 inch) from fame face.

7.17 COUNTER DOOR ASSEMBLY

Comply with NFPA 80 for fire resistant rated counter door assemblies.
Door Curtain: Stainless Steel, flat slats.
Curtain Jamb Guides: Stainless Steel.
Hood: Round or square, stainless steel.
Locking Devices: Equip door with slide bolt for padlock.

Manual Push-up type for curtains less than 2130 mm (7-feet) wide. Crank operated for curtains over 2130 mm (7-feet) wide.
Fire Rating: UL rated for fire and smoke, provide rating to match wall assembly, with automatic release when activated by fusible link.

7.18 FLOORING, VINYL TILE AND SHEET VINYL

A. Welded Seam Sheet Flooring (WSF)

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C. Solid Vinyl Tile (SVT)

Solid vinyl tile shall be provided at locations listed in Schedule E. The material must conform to ASTM F1700, 300 mm (12 by 12 inches) square, 3 mm (1/8 inch) thick, homogenous throughout.
Color and Pattern uniformly distributed throughout thickness. Where solid vinyl tiles are specified, seek products with recycled content.

8.0 MECHANICAL, ELECTRICAL, PLUMBING

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

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

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

C. SCHEDULE C INFORMATION:
The Lessor shall provide and operate all equipment and systems installed as Schedule C in accordance with applicable codes, technical publications, manuals, and standard procedures.

8.2 BUILDING SYSTEMS (AUG 2008)

Whenever requested, the Lessor shall furnish to the 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.

Lessor shall inspect, test and maintain building systems, fire and life safety systems and equipment, as required by the more stringent of NFPA guidelines or local codes. Lessor shall submit documentation as acceptable to the Contracting Officer of tests, report, and maintenance logs.

At a minimum, systems and equipment for which inspections and reports are required include, but are not limited to, those systems as enumerated in NFPA 99, other applicable NFPA guidelines, and the following:

- Essential Electrical System
- Environmental Systems
- Fire Doors and Shutters
- Portable Fire Extinguishers
- Fire Suppression Systems
- Standpipe Systems
- Fire Detection and Alarm Systems
- Emergency Generators
- Battery Powered Emergency Lighting

8.3 ENERGY COST SAVINGS (AUG 2008)

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

B. All new construction shall achieve an Energy Star score of 75 or above within 18 months after reaching 80 percent occupancy and must retain the qualifying ENERGY STAR score or better (*www.energystar.gov*). If the Lessor fails to achieve an Energy Star score of 75 or above within 18 months after reaching 80 percent occupancy, the Government may assist the lessor in implementing a corrective action program to achieve such a score, and deduct all related costs (including administrative costs) from the rent.

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

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

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

F. SUBMITTAL REQUIREMENT:
If renewable source power is purchased, provide documentation to the Contracting Officer within 9 months of occupancy.

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

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

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

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

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

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

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

8.5 WATER STORAGE

A. POTABLE WATER:
Provide a 24,000 gallon fiberglass or concrete potable water storage tank to supply 60 people with 40 gallons of water per day for ten days. Provide associated duplex pump system and piping to connect potable water storage tank piping to building water supply system to ensure continuous water supply.

B. WASTEWATER RETENTION
Provide a 24,000 gallon fiberglass or concrete wastewater storage tank to support 60 people requiring 40 gallons of water per day for ten days.

C. COST
The cost of A&B above shall be included in the rent. This is a Lessor cost

8.6 DRINKING FOUNTAINS (AUG 2008)

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

8.7 TOILET ROOMS (AUG 2008)

A. BUILDING SHELL:

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

2. Each main toilet room shall contain the following:

   a. a mirror and shelf above the lavatory;

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

   c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;

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

   e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall;

   f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;

   g. a disposable toilet seat cover dispenser; and

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

   i. a floor drain.

   j. appropriate baby-changing station.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

8.8 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 NUSF of office space in a ratio of 50 percent men and 50 percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN	WATER CLOSETS	LAVATORIES
1 - 15	1	1
16 - 35	2	2
36 - 55	3	3
56 - 60	4	3
61 - 80	4	4
81 - 90	5	4
91 - 110	5	5
111 - 125	6	5
126 - 150	6	**
> 150	***	

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

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

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

3. For new installations:

   a. Water closets shall not use more than 1.6 gallons per flush.

   b. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.

   c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

8.9 JANITOR CLOSETS (DEC 2007)

A. BUILDING SHELL:

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

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

3. Refer to the “Indoor Air Quality for Ventilation Requirements” paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

8.10 HEATING AND AIR CONDITIONING (AUG 2008)

A. BUILDING SHELL:

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

2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the VA Field Office Manager.

3. Simultaneous heating and cooling are not permitted.

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

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

6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

   a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;

   b. no permanent diffusers are used;

   c. no plenum type return air system is employed;

   d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

   e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

7. 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.

8. Normal HVAC systems maintenance shall not disrupt tenant operations.

9. Thermal Comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

10. Equipment (examples: DX condensing units and fans) can be located on the roof if permitted by the local authorities. Do not use roof-mounted air handling equipment unless specifically approved by VA authorities. House all air handling units in adequately sized enclosed spaces. Provide supports, bracings, and other mounting devices to withstand wind forces as required by the local authorities. If there are no local codes, use wind forces indicated in American Society of Civil Engineers (ASCE) 7-98 or later version if available. For the seismic zones, the design of the bracing and supports shall be certified by a registered professional structural engineer. Locate exterior HVAC equipment so they are not accessible to inpatients. Construct all exterior equipment or equipment that handles outside air for seacoast environment.

11. HVAC system shall have capability connected to San Juan VAMC's Building Management System (Tracer Summit from Trane). San Juan VAMC's Graphic Control Center shall be able to (including but not limited to)monitor, turn on/off and adjust set points.

B. Selection of the airside of the HVAC systems shall be based on the following:
   - All-air systems
   - Fan coil units
   - Use of PTAC (Packaged Terminal Air Conditioners) and terminal heat pumps is NOT permitted.

C. Provide all-air system, where the space criteria required
   - Minimum fixed air changes per hour.
   - 100% exhaust to outdoors.
   - Positive (+) or negative (-) pressure relationship with adjoining spaces

1. The AHU shall be:
   - ARI certified
   - Factory-Fabricated and tested
   - Modular design with solid double-wall construction

2. Provide IAQ (Indoor Air Quality), double-slopping drain pan to ensure immediate removal of condensate. Provide a variable air volume system (VAV), where variation in air volume is permitted.

C. Zoning

1. Provide multiple air handling units to ensure flexibility and energy efficiency. Capacity of a single air handling unit shall not exceed 50,000 CFM. Provide dedicated air handling units for spaces, such as:
   - Dining and kitchen.
   - Entrance lobby, waiting, offices, occupational therapy, group rooms, physical therapy, multi-purpose rooms.
   - Patient apartments.

The above functions and activities shall vary with the size and space program of the OPC (Outpatient Clinic).

2. Air Terminal Units: Provide pressure-independent, DDC-controlled, variable air volume (VAV) and constant volume (CV) terminal units. Full shutdown of the interior spaces is permitted provided provision is made in the design sequence to prevent overcooling and maintain ventilation requirements. Provide SCR control where electric coils are used for reheat. Provide capability to adjust the air volume between the high and low limits either locally or by the DDC controls. Provide hospital grade acoustic internal lining for the terminal units. Capacity of a single terminal unit shall not exceed 1,500 CFM (708 L/s).

3. Room Temperature Control: A space is defined as individually-controlled when it is equipped with a dedicated air terminal units controlled by a dedicated room temperature sensor. Do not provide wall mounted thermostats in patient areas. Provide duct mounted temperature sensor programmable from a remote control panel or a recessed wall mounted aspirating type room thermostat with a tamper resistant perforated cover. In non-patient areas, wall mounted temperature sensors with adjustable set points can be provided.

4. Provide individual room temperature control for the following spaces:

- Occupied corner spaces with two or more exposed perimeter walls.
- Spaces listed below (interior or perimeter):
    - Conference room/group room
    - Classroom
    - Entrance lobby
    - Lounge
    - Dining Room
    - Kitchen
    - Clean storage room
    - Soiled room
    - Waiting
    - Corridors
    - Occupational therapy
    - Physical therapy
    - Rec therapy
    - Food prep
    - Dining
    - Electrical room
    - Telecom room
    - Laundry
    - Multipurpose
    - Quiet
    - Patient bedroom
    - Living/Dining/Kitchen

5. A single terminal box can serve as many as three perimeter spaces if these spaces are located on the same exposure and have identical load characteristics such as offices or examination rooms.

6. A single terminal box can serve as many as four interior spaces if these spaces have identical load characteristics such as offices or examination rooms.

7. A single terminal unit cannot serve perimeter and interior spaces, including circulation spaces.

8. Open spaces with exposed perimeter and interior spaces shall be divided into two sub-zones, perimeter and interior. Each sub-zone shall be served by a dedicated air terminal unit. Open spaces are defined as the spaces without floor to ceiling partitions.

E. E. Air Distribution Arrangement: Provide fully ducted supply, return, and exhaust air systems between the fans and inlets/outlets. Use of partial or common ducted return air arrangement is not acceptable. Do not use ceiling space between the structural ceiling and suspended ceiling space as the supply or return air plenum.

F. AHU Controls: Provide a fully functional automatic control system to ensure comfort and energy efficiency from full load to part load conditions with integral safety features to protect the occupants and equipment. Feed all automatic temperature control systems with emergency power.

A. Provide motorized control valves, automatic dampers, airflow measuring devices, a static pressure sensor, chilled-water flow meters, temperature, pressure and humidity sensors, humidifiers, smoke detectors and smoke dampers, as required, to address such sequences as:
    - Supply air temperature control
    - Fan speed control
    - Provision of minimum outside air from full load to part load
    - System start-up

- Night setback cycles
- Smoke detection
- Alarms

G. Fan Coil Units: Provide a two-pipe cooling only fan coil unit system for space not required to be in compliance with the criteria cited for all air systems. Provide at least one fan coil unit for each room. A single fan coil unit cannot serve two or more rooms by ducted supply air takeoffs. Use of a two-pipe fan coil unit system with seasonal changeover is not permitted.

a. Do not admit raw minimum outside air (for ventilation) from the exterior wall vents. Provide a dedicated, central air-handling unit, complete with air distribution ductwork and outlets, to admit conditioned and filtered ventilation air directly in the occupied spaces and NOT via mixing boxes. Components of the central ventilation units shall be similar to the all-air system. Provide modulating controls for the cooling coils.

b. Fan coil units shall be one of the following types:
   - Vertical floor mounted
   - Horizontal recessed
   - Horizontal concealed

H. Refrigeration Systems – Chilled Water and Direct-Expansion (Dx) Systems: Provide ARI certified, air-cooled or water-cooled refrigeration units. Use EPA approved refrigerants (HFC-134a, HFC-410a, or HCFC-123). Use of HCFC-22 refrigerant is not permitted. Provide multiple units (minimum two) to ensure flexibility and efficient part load operation. Use of reciprocating compressors is NOT permitted. Equipment efficiencies shall be in compliance with the DOE, FEMP program

I. Chilled Water Systems: Capacity of a single air-cooled chiller shall not exceed 200 tons. Capacity of a single water-cooled chiller (centrifugal or rotary screw) shall not exceed 1,250 tons. Provide multiple chillers (at least two) to ensure reliability and efficient part load operation. A chilled water system shall be provided for all 100% OSA units.

J. Chiller Controls: Each chiller shall be equipped with a factory-installed and tested microprocessor for the safety and operating controls. The microprocessor shall be able to interface with the building DDC (Direct Digital Controls) with a BACNET open protocol

K. Chilled Water Piping/Pumping System: Provide a fully functional chilled-water piping and pumping system complete with accessories and devices such as variable-speed drives, flow meter, and temperature and pressure sensors. Selection of the piping and pumping arrangement shall be project-specific. Provide variable flow chilled water pumping (variable primary or primary-secondary) system to ensure energy efficient operation from full load to part load conditions.

L. Cooling Tower: Provide CTI certified, corrosion-resistant, gravity-flow cooling tower in induced-draft configuration to cool the condenser water. The tower shall be in compliance with OSHA safety requirements and physical security provisions.

a. Locate cooling tower to ensure that tower installation and noise is not objectionable and in compliance with the local ordinance. Provide low noise level fans and attenuators as required to meet the noise levels. Discharge from the cooling tower does not find its way into outside air intakes and open windows of the adjoining spaces to create a potential for the Legionellosis disease.
b. The cooling tower installation shall be accessible and complete with a walking platform and a ladder safety cage.
c. Provide a complete and fully functional water treatment system using non-toxic chemicals approved by EPA and local authorities.

M. Direct-Expansion (Dx) Systems: Use of Dx systems, packaged or split-system, is permitted provided the occupants comfort is not compromised due to lack of dehumidification at part load conditions. The engineer shall address this issue by including the required control strategy and system configuration such as:

a. Multiple compressors (single compressor units are NOT acceptable).
b. Low-ambient operation.
c. Hot gas bypass
d. Customized refrigerant piping design (if required to avoid stratification)

N. Piping Systems – Basic Requirements

O. Air Distribution System

P. Insulation: Provide duct and piping insulation in accordance with the ASHRAE Standard 90.1 external and internal insulation for the equipment shall be in compliance with the manufacturer's standard practice.

Q. Air-Conditioning Systems – Miscellaneous Areas: Provide dedicated and thermostatically controlled air conditioning systems for telephone equipment rooms, main computer room. Closed loop chilled water unit may be required for the process cooling.

R. Storage Rooms and Flammable and Combustible Storage Room: Provide dedicated exhaust ventilation system to maintain the space under negative air balance. Select fan, motor, and ductwork to handle the stored chemicals. Ensure compliance with NFPA 30. Exhaust fan shall run continuously and shall be served from the emergency power circuit.

S. Pump Rooms: Provide heating and ventilation as required to be in compliance with NFPA 20. Provide dedicated and controlled equipment.

T. General Exhaust Systems: Ventilate spaces such as toilets, janitor's closet, soiled utility rooms, and bathrooms at the rate specified in ASHRAE Standard 62.1. Maintain negative air balance in the spaces.

U. Wet Exhaust System: Provide dedicated wet exhaust system for washers in the kitchen. Provide welded stainless steel ductwork. Coordinate exhaust air volume with the equipment data. Maintain negative air balance in the spaces.

V. General Waiting Areas (Admission): Per CDC and ASHRAE requirements, all waiting areas shall be maintained under negative air balance and exhausted outdoors at the rate of 12 air changes per hour. General exhaust system can be used to ventilate these spaces.

W. General Waiting Areas (Admission): Per CDC and ASHRAE requirements, all waiting areas shall be maintained under negative air balance and exhausted outdoors at the rate of 12 air changes per hour. General exhaust system can be used to ventilate these spaces.

X. Dust Collection System: Provide an approved dust collection and exhaust system for woodworking. Install in conformance with the applicable fire code. Provide approved explosion control system.

Y. SCHEDULE C INFORMATION:

1. Zone Control. Provide individual thermostat control for office space with control areas not to exceed 1,500 per NUSF. 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 air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

8.11 VENTILATION (AUG 2008)

A. BUILDING SHELL:

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.

2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13. The following filtration requirements shall apply:
   - Pre-filters = 2-inch thick disposable (MERV 8).
   - After-filters = 12-inch thick disposable (MERV 14).
   - Locate pre and after filters back-to-back on the upstream side of the supply air fan.

3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

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

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

   b. 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.

8.12 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes ordinances, and VA Standard Guidelines. (Refer to the VA's Technical Information Library (TIL) for further details: www.cfm.va.gov/til/). When codes conflict, the more stringent standard shall apply.

CODES / STANDARDS	EDITION
AIA/FGI (American Institute of Architects/Facility Guidelines Institute): Guidelines for Design and Construction of Healthcare Facilities	2006
ANSI/ASHRAE Standard 90.1 – Energy Standard for Buildings except Low-Rise Residential Buildings (Use ASHRAE Standard 90.1 – 2004 for computing energy benchmark.)	2007 (subject to revision
Architectural Barriers Act Accessibility Standards (ABAAS, 36 CFR Part 1191)	2004
International Building Code (IBC), with the exception of Chapter 10, unless locally adopted	2009
International Energy Conservation Code (IECC)	2009
NFPA 101 – Life Safety Code	2009
All Remaining NFPA National Fire Codes with the exception of NFPA 5000 and NFPA 900	Current as published in May 2009
VA Barrier Free Design Guide, PG-18-13	2011
VA Physical Security Design Manual – Mission Critical Protected	2007
VA Seismic Design Requirements, H-18-8	2008
Electrical Design Manual	2010
Fire Protection Design Manual	2011
VA Sustainable Design & Energy Reduction Manual	2010
Office of Information & Technology	
VHA National CAD Standard Application Guide	2006

A. BUILDING SHELL

1. Electrical Service

a. Main service facilities shall be enclosed. Provide underground secondary-voltage electrical service from the serving electric utility. All requirements of the electric utility shall be met, including location of service source, above-ground and underground equipment locations, required easements and/or rights-of-access, above-ground equipment protection and screening requirements, location of required service disconnecting means and/or remote operation for service disconnecting means, as required by the local Authority Having Jurisdiction or utility, meter location and provisions for meter-reading access, co-location of service conductors in common trench with other utility services, and all other applicable requirements of the electric utility. Exterior service transformer shall be located on the premises and not located directly adjacent the building or other structure without fire rated barriers. Provided per the referenced code and A.H.J. requirements. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits. Refer to Electrical Load Summary sheets located in appendix.

b. Emergency Generator shall be provided, with capability of fully sustaining all electrical and HVAC systems in the patient living quarters and the kitchen and dining areas in the main outpatient building. The remainder of the facility shall be provided with minimal electrical power used for life safety, building egress, emergency communication systems, and other requested systems/needs as determined by the VA. Refer to Electrical Load Summary sheets located in appendix. The emergency generator and related switchgear may be located in a separate structure from the main building or within the main building. The generator room shall not be located at an elevation subject to flooding at any time. The generator room shall not be located closer than 50 feet [15.24 m] of a loading dock/receiving area or mailroom, and shall not be located beneath such facilities. Areaways and louver openings serving the generator shall not open to the service yard for the loading dock. Entrances from the exterior shall not open to the loading dock service yard.

c. Provide generator fuel supply for 100 hours of operation. Locate exhausts such that exhaust gases are not entrained into the building air. Fuel tank(s) shall have leak detection means. Offeror shall be responsible for corrective actions and remediation in the event of a tank malfunction or a violation of EPA or local regulations. Offeror shall license or register tanks as required by EPA or local Authorities Having Jurisdiction.

d. Provide concrete equipment pads for all exterior/interior grade/floor mounted electrical equipment.

e. Power monitoring and metering are required to support energy use and conservations goals.

8.13 ELECTRICAL: DISTRIBUTION (AUG 2008)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.

2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per NUSF.

3. Receptacles shall be tamper resistant type equipped with ground fault circuit interrupters. Outlet cover plates shall have tamper resistant screws. No more than 6 receptacles shall be installed on a single circuit.

4. Install all wiring in raceways. All wiring shall be copper. All circuits and branch circuits shall have a separate equipment grounding conductor of appropriate size per the NEC. No more than 3 branch circuits are allowed to run in one homerun.

5. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

6. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

7. No telecommunications equipment, other than telecommunications outlets, shall be placed within electrical rooms. Provide appropriate construction for the type of transformer(s) installed. Electrical closets shall not be further than 150 feet [45.72 m] apart, to limit maximum 120V circuit length to approximately 75 feet [22.86 m].

8. Rooms that contain freestanding electrical equipment shall be sized so that sufficient space is provided to add one additional section to each unit of freestanding equipment. Provide extended pad space and spare conduits that will facilitate future installation of equipment and conductors. Spare space shall be indicated on drawings.

9. All essential system electrical equipment and panelboards (life safety, critical, and equipment branches) shall be located in separate electrical room and closets from the normal power system equipment. Emergency and critical system branch circuits shall be kept in separate raceways/enclosures from normal power system branch circuits.

10. All essential system electrical equipment and panelboards (life safety, critical, and equipment branches) shall be located in separate electrical room and closets from the normal power system equipment. Emergency and critical system branch circuits shall be kept in separate raceways/enclosures from normal power system branch circuits.

11. The Essential Electrical System (EES) for other health care facilities shall comply with the Type 1 system as defined in NFPA 99, shall supply loads as defined in NFPA 70 and 99, and shall comply with the Joint Commission testing and reporting requirements. The Type 1 Essential Electrical System shall supply power for the task illumination and limited power service that is related to the safety of life, and that is necessary for the safe cessation of procedures in progress. The alternate source of power shall be per NFPA 70 and 99.

12. The essential electrical system shall at a minimum be separated into the following essential system branches: life safety, critical, and equipment. Device connections shall be connected to the essential system branches as indicated in Chapter 6, of the VA Electrical Design Manual.

13. Isolation bypass transfer switches shall be utilized. A dedicated transfer switch monitoring and control system shall be employed. Final monitoring location shall be as determined by the VA.

14. For the Outpatient Mental Health Spaces emergency power system shall provide capability to energize only the life safety branch through a dedicated automatic transfer switch in order to have independent control.

15. For the Residential and support functions of the facility a standby power system shall be considered in order to maintain fully operational the inpatient area. The System shall provide backup power to emergency branches (life safety, critical, equipment) including but not limited to HVAC systems, information management (network), telecommunications, and monitoring systems."

16. The Lessor shall provide all electrical service, feeder, branch circuit, and low-voltage systems raceways and cabling for a complete and operational electrical system for all systems listed in SFO.

B. SCHEDULE C INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.

2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

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

8.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

1. BUILDING SHELL:

1. Provide underground telephone service from the serving telephone provider. Sufficient capacity shall be provided at the Point of Presence (POP) for all telephone outlets identified in this SFO, plus 50% spare capacity. Comply with all requirements of the telephone provider for cable installation, POP space and security requirements, and POP equipment and access provisions. All low-voltage underground cabling shall be installed in a partitioned 4 inch conduit with innerduct or approved equivalent and shall not share joint trenches with other incoming utilities.

2. Provide underground cable television service from the serving provider. Sufficient capacity shall be provided at the Point of Presence (POP) for all CATV outlets identified in this SFO, plus 50% spare capacity. Comply with all requirements of the cable service provider for cable installation, POP space and security requirements, and POP equipment and access provisions. All CATV underground cabling shall be installed in a 4 inch conduit with innerduct or approved equivalent and shall not share joint trenches with other incoming utilities.

   Provide cable television service, subject to identical requirements as defined for telephone service.

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

4. Telecommunication closets shall be for the exclusive use of VA's Information Resources Management's (IRM) data/telecommunication equipment. Security and Access controls shall be provided as per Door Schedule E.

5. Telecommunications cable closets and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

   a. TIA/EIA-568-C, *Commercial Building Telecommunications Cabling Standard*,

   b. TIA/EIA 569-C, *Commercial Building Standard for Telecommunications Pathways and Spaces*,

   c. TIA/EIA-570-C, *Residential and Light Commercial Telecommunications Wiring Standard*, and

   d. TIA/EIA-607-B, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.

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

7. Telecommunications: Cable Pathways, Wiring, Cables, and Infrastructure Plant; and Special Telecommunications Systems
   a. All tip wire and cabling shall be installed in drop ceiling using cable hangers and a wire basket cable tray. In hard ceiling areas, a raceway system, which may consist of a mixture of conduits and enclosed cable trays, is required.

b. TIP wires or cables may be provided inside gypboard walls in flexible conduit, or without conduit, as specifically approved by VA in writing for each specific location.

c. A complete and functional telecommunications infrastructure plant (TIP) is required. The TIP shall at a minimum incorporate all telephone, data, and Special Systems cables.

d. For system conduits, junction boxes, routing, termination, risers, horizontal runs, sizing, etc., follow industry-standard requirements.

e. Conduit from outlet to above ceiling should be a minimum of one (1) inch.

f. Conduit runs outside buildings will be equipped with a pull box (inside) or manhole (outside) after two 90-degree bends or an accumulation of 120-degrees of total pathway deviations from a straight line between each point of access.

g. Conduits outside of buildings shall be waterproof and shall not exceed 400 feet (122 meters) between manholes or pull boxes (not counting bend or traverse loss).

h. The following table identifies the minimum conduit requirements for the telecommunications and special systems infrastructure (not all conduits may be required, depending on rooms provided).

Conduit Requirements

Location A	Location B	Conduit Type	Quantity	Size
Entrance from street	TER	Direct burial PVC or PE	4	4 inch [100 mm]
TER	MCR	EMT	4	
Between TRs on same floor	Between TRs on same floor	EMT	Cable Tray	12 inch [305 mm]
MCR (Optional)	PCR	EMT	1	4 inch [100 mm]
HE Room (Optional)	Roof or access to antennas	EMT	2	3 inch [75 mm]

i. Basket type cable tray may be installed above suspended ceilings in corridors for station wiring in non-critical areas. Minimum size shall be 12 in (305 mm) wide with 2 in (50 mm) sidewalls.

j. Surface metal raceways are not acceptable and will not be approved for wire or cable on the outside of walls.

k. Provide cable radius drop fittings (aka waterfalls) where cables exit basket type cable tray.

l. Provide conduits of the size and counts depicted in the Conduit Requirements table in each TR as shown. Also, ensure each floor and ceiling penetration is sleeved and the corresponding conduit ends secured AFF and BFC, as described herein. Seal each conduit and associated cable with fireproofing compound. Also, ensure each empty conduit penetration is like sealed.

m. Outlet boxes shall be the same minimum size as NEC standard quadraplex (or dual duplex) electrical outlet boxes.

n. Outlet boxes shall be equipped with full covered wall faceplates and four (4) each modular Category Six RJ-45 jacks and contain enough space for two (2) each additional modular jacks, one additional modular (1) stainless steel fiber-optic, and one (1) BNC (A/E note: an “F” type may be substituted “depending on system design” with analog coax cable jacks (for a total of six available modular jack positions). For cable installed in systems furniture route cables through raceways internal to the furniture frame to the outlet at each workstation.

o. Outlets shall not be located within 48 in. (1200 mm) of the “swing open” side of inward opening doors or within 18 in. (450 mm) of light switches, thermostats, or other electrical receptacles.

p. All telecommunication rooms shall have a designated outlet for UPS with one (1) NEMA special plug type L5-30P and two (2) NEMA 5-20R

q. For new construction, the voice and data structured cabling system shall be Category 6A cable and terminations need to be 568B. Additionally, the system should be installed by a structured cabling contractor certified by the manufacturer to install the system and capable of offering the manufacturer’s system warranty. Such warranty should be a minimum of 20 years.

r. Plenum/CMP-related wire or cable shall be provided in all areas’ air-handling plenum locations. Non-plenum/CM wire or cable may be provided in all other areas.

s. Provide wireless access points throughout the outpatient/clinic building common spaces (corridors, lobbies, etc.). The contractor will conduct a site survey to determine the placement of wireless antenna’s in the facility to ensure 100% coverage. The antennas will be compatible with the existing cisco network system at the VA and capable of

simultaneously supporting 3 SSIDs : one for medical equipment, one for RTLS (real time location system) and IP telephony.

t. Telecommunication rooms shall be strategically distributed throughout the facility such that data/telecom cable runs do not exceed 300 feet in total length.

u. Water-containing utilities shall no run above the Telecommunication rooms.

B. SCHEDULE C INFORMATION:

1. Telecommunications floor or wall outlets shall be provided as part of Schedule C. At a minimum, each RJ45 outlet shall house four (4) full pair Cat 6A wire for data. Install a central UPS unit with a minimum capacity of 30KVA that is electrically connected to each communication closet in the facility. 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 conduit 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.

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

8.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

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

3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.

4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. SCHEDULE C INFORMATION:
Provide sealed conduit to house the agency telecommunications system when required.

8.16 DATA DISTRIBUTION (AUG 2008)

A. SCHEDULE C INFORMATION:
The Lessor shall be responsible for purchasing and installing data cable. Provide a 6-strand multimode fiber optic cable from the Point of Presence (POP) to each Telecommunication Room. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvement Allowance outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30 foot horizontal distance of any single drop.

8.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)

A. SCHEDULE C INFORMATION:

1. The Lessor shall provide as part of the Schedule C separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V

isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.

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

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

4. The Lessor’s electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

8.18 SPECIAL SYSTEM SPECIFIC REQUIREMENTS

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

A. Nurse Call

B. Public Address (PA)

C. Intercom (IC)

D. Radio Entertainment Distribution (RED)

E. Master Antenna Television (MATV)

8.19 ADDITIONAL ELECTRICAL CONTROLS

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

8.20 LIGHTING: INTERIOR AND PARKING (SEP 20009)

The cost for lighting shall be included in the rental rate. This is a Lessor Cost.

A. BUILDING SHELL:

1. Perform all lighting calculations based on illumination criteria per the illumination levels found in the VA Electrical Design Manual, Appendix A, Illumination Levels and supplemented with the IESNA Lighting Handbook, latest edition. Calculations shall include room name, room number, fixture type chosen for the room, number and type of lamps to be used in the room, required illumination level, calculated illumination level, and all assumptions used.

2. In accordance with the, “Building Shell Requirements” paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting, as part of the building shell cost, as follows:

   a. Comply with the Illuminating Engineering Society (IES) recommended lighting levels and VA design criteria. Patient and resident rooms should utilize natural light as much as possible. In addition, provide general lighting and night lighting as required. At least one night light fixture in each patient room should be controlled at the room entrance. All light controls in patient areas should be silent. Lighting should comply with the VA Electrical Design Manual Chapter 6. All lighting fixtures used in patient areas should be listed for vandal resistant construction.

   b. Linear 2-foot and 4-foot T8 LED lamps with CRI>70 and rated lifespan of 20,000 hours are the preferred interior lighting source. T5 2-foot and 4-foot double-ended linear sources are allowed for indoor locations. Compact fluorescent lamps in twin-, tri-, and quad-tube T4 configurations are allowed.

   c. Select fixtures and light sources with long operating lives; which utilize controlling elements (lenses, louvers, reflectors, etc.) designed to provide the best utilization of emitted light at the task location; that are appropriate for the

ambient temperature; and that are not prone to dirt accumulation. In high ceiling areas, locate fixtures for maintenance access or provide access for maintenance equipment.

d. Standardize lamp types across fixture types to limit the number of different lamp types and wattages used. Select the number of lamps and the fixture type according to the recommended finishes specified in each area to ensure the intended lighting levels.

e. Provide lighting design for the following exterior building areas: building exits, canopies/attached wallways, parking lots/driveways, guard house(s), greenhouse, exterior sports and recreational courts, and perimeter pedestrian walking paths. Exterior lighting shall comply with energy requirements, and should comply with Dark Sky principles. When required by VA, exterior lighting designs are to meet the requirements of local outdoor lighting codes. Criteria recommended in the IESNA Guideline for Security Lighting for People, Property, and Public Spaces (latest edition) shall govern the lighting design. Exterior lighting shall be coordinated with physical security, SSTV, and landscaping requirements. Refer to lighting levels for spaces as indicated in the VA Design Guide, Electrical Design Manual. An LED lighting design strategy may be employed if it provides a positive monetary payback as well as meets the energy needs of the project.

f. Electronic high-frequency type ballasts shall be used for all linear fluorescent lamps, unless special environmental and/or sensitive equipment concerns require the use of low-frequency hybrid electronic-electromagnetic ballasts that operate lamps at 60Hz. Hybrid electronic-electromagnetic ballasts are allowed for surgical rooms and critical care units, as deemed appropriate by the design A/E. For metal halide, use pulse-start ballasts, and pulse-start lamps with glass or ceramic arc tubes. Probe-start ballasts and lamps are not acceptable.

g. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

h. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

i. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

j. Energy consumption constraints dictate the installation of automatic lighting controls for both interior and exterior lighting. Select and design master and room-specific lighting control systems that comply with energy codes and requirements; that respond to daylight harvesting; that utilize the correct sensor and sensor location for the controlled space; that are compatible with the controlled ballasts and lamps; and that are responsive to the occupant's desire not to feel "over-controlled."

8.21 PLUMBING AND DRAINAGE

E. WATER DISTRIBUITON SYSTEM:

1. Provide cold water, hot water, and hot water return systems per criteria specified in the IPC, including backflow preventers, water hammer arrestors, and trap primers. Minimum pipe size shall be ¾".

2. Provide wall hydrants (a maximum of 200 feet (60.96 m) at all plumbing fixtures. In minimum pressure calculations, use residential pressure at design flow.

3. Maintain a minimum pressure of 35 PSI (240 kPa) at all plumbing fixtures. In minimum pressure calculations, use residential pressure at design flow.

4. Where required, provide a domestic water booster system. Use a three-pump system with each pump handling half of the design flow rate. An inlet and discharge potable water bladder type buffer tank shall be provided to absorb pressure fluctuations and minimize pump cycling. Discharge pressure shall be controlled using variable frequency drives through a packaged booster pump controller. Provide spring-loaded swing check valves on the pump discharge.
5. Provide returns on cold water mains to prevent legionella.

F. POTTABLE AND SPECIAL WATER TREATMENT SYSTEMS (IF APPLICABLE):

1. Potable water provided shall meet minimal local standards for contaminants. If potable water does not meet standards, Lessor shall take action necessary to reduce contamination to acceptable levels. Lessor shall test potable water periodically to ensure that it continues to meet local standards.

2. Provide water treatment as required to meet local drinking water standards and to meet special water use needs.

3. Provide vertical, pressure type, sodium cycle water softeners from a single vendor. Regeneration shall occur no more than once per day. Provide bypass. A water softener system is required under the following conditions:

4. Provide 100% duplex softening equipment (with hard water bypass) when total hardness exceeds 170 ppm ((mg/L) as CaCO3. Blend equipment effluent to a hardness of approximately 50 ppm (mg/L). Provide a ventilated salt storage room to store a 30-day supply of salt.

G. DOMESTIC HOT WATER SYSTEM

1. Provide a central hot water system with a complete recirculation system (including pumps). Heater / storage tanks will be electric.

2. Water heater shall generate to 140 degrees F and distributed at 130 degrees F via a thermostatic mixing valve.

H. SANITARY/VENT SYSTEM

1. Provide gravity drained waste and vent system for all plumbing fixtures and equipment. "Sovent" combination waste and vent systems are not permitted.

2. Provide grease trap to accommodate all kitchen grease waste.

3. Provide floor drain and trench drain in bathrooms with showers.

4. Connect building sanitary sewers to the site sanitary system.

I. ROOF DRAINAGE SYSTEM

1. Provide gravity drained storm water system sized per local rainfall rates.

2. Provide secondary / overflow storm water system as required.

3. Connect building storm sewers to the site storm water system.

J. LEGIONELLA MITIGATION

1. Provide copper / silver ionization generator system on incoming cold water system.

2. Eliminate all dead legs in piping.

3. Provide a ¾" ball valve at the end of each piping section as a means to drain heated (above 140 degrees F) flushing hot water that will be used for initial and supplemental disinfection.

K. PUMBING FIXTURES

1. Water Closets: White, siphon jet, vitreous china, elongated, floor mounted with flush valve, 1.6 gallon per flush.

2. Urinals: White, vitreous china, wall hung with flush valve, 1 gallon per flush.

3. Lavatories: White, vitreous china with 4-inch center faucet, stops, risers, counter top or wall hung.

4. Mop Basins: 24" x 24" precast gray terrazzo basin, faucet with hose connection and elevated vacuum breaker.

5. Electric Water Coolers: Stainless steel, wall hung, wheelchair accessible, with trap and stop.

6. Sinks: Self-rimming stainless steel, 18 gauge, single-bowl sink (including supply fixtures), with trap.

7. Fixtures: (Lavatory urinal and water closet) suitable for handicapped use shall be provided in each washroom.

8. In high risk patient areas, provide security type plumbing fixtures.

L. PIPING SYSTEMS – BASIC REQUIREMENTS

1. Interior Domestic Cold Water, Hot Water, and Hot Water Return Piping:
   a) Type "L" hard tempered copper, ASTM B88 with solder fittings and valves, and lead-free solder.

2. Underground Domestic Water Piping:

   a) Mechanical joint ductile iron and fittings ANSI A21.52 with polyethylene wrapping.

3. Underground Sanitary and Storm: Cast iron hub and spigot with gasketed joints ASTM A74-94 or approved by local codes.

4. Above Ground Sanitary and Storm: Cast iron hub and spigot with gasketed joints ASTM A74-94 or approved by local codes.

5. Provide shut off valves to isolate each fixture or group of fixtures and equipment.

9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIROMENTAL ISSUES

9.1 MEANS OF EGRESS (SEP 2007)

A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.

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

9.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)

A. The entire facility shall be protected by an automatic fire sprinkler system in accordance with NFPA 13.

B. The design shall comply with the requirements of NFPA 13. The automatic sprinkler system shall be hydraulically designed by any design approach allowed by NFPA 13. A minimum safety factor of 10% shall be provided in the hydraulic calculations. Sprinkler systems shall be designed based on available water supply without fire pump operating, where possible.

C. Where necessary, provide a fire pump to supplement the fire flow and pressure. The installation of the fire pump shall comply with the requirements of NFPA 20. The fire pump shall be an electric motor driven, horizontal split case centrifugal type. The fire pump shall be provided with both a test header and flowmeter. Jockey pumps shall be rated for no less than 10 GPM. Fire pumps shall start automatically at 10 psi below the jockey pump start pressure. Fire pumps shall be manually shut down.

D. Install quick response sprinklers (QRS) in all area, except where specially prohibited.

E. Coordinate sprinkler zones with fire or smoke (compartments) and fire alarm evacuation zones. Provide a flow switch, isolation valve, tamper switch, and pressure gauge for each zone. Notification shall comply with NFPA 72.

F. Provide intuitional style sprinkler heads in all high risk patient areas

G. Provide a 75,000 gallon fire water storage tank.

DEFINITIONS:

1. “Automatic sprinkler system” means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.

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

9.3 FIRE ALARM SYSTEM (AUG 2008)

H. A building-wide fire alarm system shall be installed. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.

I. Fire alarm systems shall be provided as required by NFPA 101 or the locally adopted codes and designed to meet the requirements of NFPA 72 and the local codes. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease). The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

J. For new installations, locate the fire alarm control panel at the main entrance or at a 24-hour constantly attended location.

K. New fire alarm systems shall be analog addressable.

L. Fire alarm systems shall not be combined with other systems such as building automation, energy management, security, etc.

M. Wiring for fire alarm systems shall be as follows: Initiating Device Circuits – Style B (Class B), Signaling Line Circuits – Style 4.0 (Class B), Notification Appliance Circuits – Style Y (Class B), and Communications between fire alarm control units – Style 7

(Class A). Where there are conflicts with local codes, the most stringent requirements shall be enforced.

N. Initiation devices shall be provided in accordance with NFPA 101, NFPA 72, NFPA 90A, and ASME 17.1 or ASME 17.3, as applicable.

O. Voice type fire alarm notification appliances shall be provided in accordance with NFPA 72 and NFPA 101.

P. Visual fire alarm notification appliances shall be provided in mechanical rooms, public restrooms, public accessible areas such as corridors, auditoriums, cafeterias, assembly rooms, canteens, retail stores, and other publically accessible rooms of more than 750 square feet [228.6 square meters] of area.

Q. Coordinate fire alarm zones with the location of smoke compartments and sprinkler zones.

R. The fire alarm system shall be monitored by a listed remote central station.

9.4 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

9.5 ASBESTOS (SEP 2000)

A. Offers are requested for space with no asbestos-containing materials (ACM) and certify in writing the building is 100% free of asbestos.

9.6 INDOOR AIR QUALITY (DEC 2007)

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

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

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

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

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

9.7 RADON IN AIR (AUG 2008)

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

9.8 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) 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); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.

2. *Testing sequence*. The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer 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 subparagraph D.2.

3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer 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 detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.

b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L 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 EPA action level 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 EPA action level.

2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph 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 reoccupancy, 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 EPA action level, 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 or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. 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 electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, 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.

9.9 RADON IN WATER (AUG 2008)

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

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

9.10 HAZARDOUS MATERIALS (OCT 1996)

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

9.11 RECYCLING (DEC 2007)

A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals

where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

9.12 OCCUPANT EMERGENCY PLANS (AUG 2008)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and VA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:
http://www.9-11summit.org/materials9-11/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf.

9.13 MOLD (AUG 2008)

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

B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

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

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

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

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

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

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

10.0 LEASE SECURITY STANDARDS

10.1 GENERAL REQUIREMENTS (NOV 2005)

A. WATER DISTRIBUITON SYSTEM:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at *www.oca.gsa.gov*.

2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.

3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.

4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

B. PHYSICAL SECURITY AND NATURAL DISASTERS RESISTIVE DESIGN

1. The requirements for "Mission Critical Protected Facilities" (MCP) contained in the VA Physical Security Design Manual apply to all VA constructed or leased Outpatient Clinics. Lessor shall include the following provisions for Site Considerations, Building Entrances and Exits, Building Envelope, Structural System, Utilities and Building Service, Building Systems, Security Systems, and Special Areas in the design and construction.

2. Building Entrances and Exits

   a. Public access to the facility should be restricted to a single entrance. The public entrance is to the main lobby of the facility. Staff entrances shall be located independently of main entrance lobbies and be convenient to staff parking. Design access from drop-off to lobby to prevent a straight line of travel. Provide sufficient size to accommodate several people with mobility aids.

   b. Public access shall include a screening vestibule with sufficient space and power, telecommunications, and data connections for installation of access control and screening equipment. When screening devices are not permanently installed, provide secure storage in close proximity to their installation location.

   c. Entrance doors to the lobby shall be visible to or monitored by security personnel. Access from the lobby to corridors shall be controlled. Separate the public lobby from adjacent areas with partitions that extend to the underside of the floor above. Glazing in the lobby area shall be laminated glass.

   d. Public doors shall be capable of being remotely locked and unlocked from the reception desk in the main lobby. Secondary public entrance doors shall prevent unauthorized access. Staff entrance door hardware shall include either mechanical or electronic locks.

   e. Means of egress doors that do not also function as entrances shall be provided with delayed action and alarmed emergency egress hardware. Delayed egress and alarmed exits shall comply with applicable codes and regulations. Means of egress shall not be obstructed by installation of security devices such as guard stations, screening equipment, or other security devices.

   f. Access for Emergency Responders: The secure house key box for emergency responders shall be located near an entrance door. The entrance shall be controlled and monitored by Security Surveillance Television (SSTV).

   g. SSTV cameras shall be provided to monitor activities in the lobbies of new and mission critical protected facilities and shall be located to provide views of approaching pedestrian and vehicular traffic, drop-off areas, building entrances, and departing pedestrian and vehicular traffic. Provide SSTV cameras at locations with alarmed exits, at loading docks, and other areas subject to pilferage. Install door status monitors at doors intended to be used only for emergency egress.

3. Security Systems

a. SSTV system shall be provided to monitor building entrances, restricted areas, mission critical asset areas, and alarm conditions. SSTV system shall be used for surveillance and observations of defined exterior areas, such as site and roadway access points, parking lots, and building perimeter, and interior areas from a centralized police operations room or security control center. The design, installation, and use of SSTV cameras shall support the visual identification and surveillance of persons, vehicles, assets, incidents, and defined locations. The Intrusion Detection System (IDS) shall include motion detection, glass break, and door contact sensors, among other devices. These devices provide alternative methods to detect actual or attempted intrusion into protected areas through the use of alarm components, monitoring, and reporting systems. The IDS shall have the capability of being integrated with DSPI, PACS, and SSTV systems. All IDS shall meet UL 639 Intrusion Detection Standard. IDS shall be used to monitor the site perimeter, building envelope and entrances, and interior building areas where access is restricted or controlled.

b. The Physical Access Control System (PACS) shall include, but not be limited to: card readers, keypads, biometrics, electromagnetic locks and strikes, and electronic security management system (SMS). PACS devices shall be used for the purpose of controlling access and monitoring building entrances, sensitive areas, mission critical asset areas, and alarm conditions from an access control perspective. This includes maintaining control over defined areas such as site access points, parking lot areas, building perimeter, and interior areas that are monitored from a centralized SCC. PACS shall be able to be fully integrated with other security subsystems using direct hardwire or computer interface.

4. **Electronic Security Management System (SMS**):

a. The SMS shall allow the configuration of an enrollment and badging, alarm monitoring, administrative, asset management, digital video management, intrusion detection, visitor enrollment, remote access level management, and integrated security workstations or any combination thereof. Entry control software shall allow for programming of the PACS via a CPU. All software shall be updated per manufacturer's instructions. Network interface devices shall consist of all hardware and software required to allow for full interface with other security subsystems via a CPU.

5. **Duress, Security Phones, and Intercom System (DSPI**):

a. The DSPI system is used to provide security intercommunications for access control, emergency assistance, and identification of locations where persons under duress request a security response. All components of the DSPI shall be fully compatible and shall not require the addition of interface equipment or software upgrades to ensure a fully operational system. DSPI shall be fully integrated with other security subsystems.

b. A wireless duress alarm system should be provided in inpatient mental health facilities and is recommended for residential and outpatient mental health facilities. Portable duress devices allow staff to discretely request assistance in a potentially threatening situation from any point within the unit or facility. The duress system for a unit should be monitored at the main nursing station and at a remote security post within the facility.

c. In residential and outpatient mental health facilities, the monitoring should be located at the central reception/security post for the facility. In addition to portable duress alarms, duress pushbuttons should also be located under the counter of inpatient nursing stations, at reception desks and in mental health professional's offices and exam rooms where appropriate.

d. For new mental health units or clinics, the staff duress provisions should be coordinated with the overall security protocol establishes in that particular facility. Under no circumstance shall the telephone system be used to provide duress alarm functions.

6. Motion Intrusion Detectors

a. An intrusion detection alarm system which detects entry into the room and which broadcasts a local alarm of sufficient volume to induce an illegal entrant to abandon a burglary attempt. Intrusion detectors must have the following essential features:

b. An internal, automatic charging DC standby power supply and a primary AC power operation.

c. A remote, key operated activation/deactivation switch installed outside the rooms and adjacent to the room entrance door frame.

d. An automatic reset capability following an intrusion detection.

e. A local alarm level of 80 dB (min) to 90 dB (max) up to 100 feet [30.48 m] from the protected room.

f. An integral capability for the attachment of wiring for remote alarm and intrusion indicator equipment (visual or audio).

g. A low nuisance alarm susceptibility.

h. Intrusion detector equipment which operates on the principle of narrow beam interception, microwave, or photo electric eye is unacceptable.

7. Closed Circuit TV

a. Security surveillance TV camera with motion detector feature on cameras and at monitor location.

10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

10.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

10.4 EMERGENCY POWER TO CRITICAL SYSTEMS (SEP 2009)

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

A. Building Shell:
Emergency power to building systems is building shell.

10.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

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

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

10.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

10.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

10.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

10.9 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

The building-wide fire alarm system installed in the building shall be an emergency voice/alarm communication system. The emergency voice/alarm communication system shall be designed and installed to meet the requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. The emergency voice/alarm communication system shall be capable of originating and distributing voice instructions (e.g., in the event of possible contamination of the HVAC system, blasts, etc.), as well as alert and evacuation signals pertaining to fire or other emergencies to the occupants of the building.

10.10 BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

10.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

10.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-

12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

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

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

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

10.13 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.

B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

10.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

10.15 ENTRY SECURITY: X-RAY AND MAGNETOMETER AT PUBLIC ENTRANCES (NOV 2005)

Magnetometers and X-ray machines are required at public entrances and will be provided, operated, and maintained by the Government. Armed security guards, provided by the Government, will direct the building occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose.

10.16 ENTRY SECURITY: X-RAY SCREENING OF ALL MAIL, PACKAGES, AND SHIPMENTS (NOV 2005)

All mail and packages entering the building will be subject to x-ray screening or visual inspection by armed security guards provided by the Government. Appropriate space shall be made available for this purpose at the point(s) of entry to the building. The Government reserves the right to negotiate security enhancements necessary for securing any unsecured non-federal block of space with a separate entrance (e.g., ground floor retail) based on the Government's building security assessment.

10.17 ENTRY SECURITY: TRUCK SHIPMENTS (NOV 2005)

When the Government will occupy the building in its entirety, or nearly so (approx. 90 percent or greater), the Government will have the right to divert truck shipments to a secondary location for screening purposes.

10.18 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)
The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

10.19 RESERVED- ENTRY SECURITY: PEEPHOLES (TENANT IMPROVEMENT) (NOV 2005)

10.20 RESERVED- ENTRY SECURITY: INTERCOM (TENANT IMPROVEMENT) (NOV 2005)

10.21 RESERVED ENTRY SECURITY: ENTRY CONTROL WITH CCTV AND DOOR STRIKES (TENANT IMPROVEMENT) (NOV 2005)

10.22 OCCUPANT/VISITOR SCREENING: PHOTO IDENTIFICATION (NOV 2005)
The Government requires acceptable Government-issued photo ID for all building occupants upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

10.23 OCCUPANT/VISITOR SCREENING: VISITOR CONTROL/SCREENING SYSTEM (NOV 2005)
A. All visitors to the building shall be required to sign in with a receptionist or guard, display a formal identification/badge, and/or require an escort. The Lessor shall permit a staffed station or stations. Public entrances and lobby space shall be made available for visitor control and screening equipment.

B. Visitor control and screening is required throughout the facility as determined by the Government's building security assessment. Underground garages and parking area entrances are also subject to visitor controls and screening.

10.24 SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)
A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall relocate, extend, or secure intakes as described below:

1. *Outdoor air intakes shall be relocated*. The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.

2. *Outdoor air intakes shall be extended*. If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.

3. *A security zone around outdoor air intakes shall be established*. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

10.25 SECURE HVAC: DEDICATED HVAC FOR LOBBIES, AND LOADING DOCKS (BUILDING SHELL) (NOV 2005)
To prevent widespread dispersion of a contaminant released within lobbies, the associated HVAC systems shall be isolated and the areas maintained by a dedicated exhaust system at a negative pressure relative to the rest of the building, but at a positive pressure relative to the outdoors. Physical isolation of these areas (well-sealed floor to roof-deck walls, sealed wall penetrations) is critical to maintaining the pressure differential and requires special attention to ensure airtight boundaries between these areas and adjacent spaces. A qualified HVAC professional can assist in determining if the recommended isolation is feasible for a given building. A modification to an existing system will likely require a re-evaluation of the existing HVAC system as well as potentially involving architectural and/or structural changes to the building. Any re-engineering of HVAC systems shall be estimated and costs identified to the Contracting Officer before beginning any proposed alterations. In addition, lobbies shall not share a return-air system. The Lessor shall provide lobby, ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems

10.26 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)
Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, VA personnel, and Contracting Officer for possible shut-down of the air handling units serving any possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

10.27 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

10.28 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:
The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Arrange for Employee Parking after Normal Working Hours:
The Lessor will allow employee parking in/near the building after normal working hours.

C. Accessibility to Official Government Vehicles:
Public accessibility to official Government vehicles shall be limited through fencing or other means.

D. Identification of Parking Areas:
Government parking areas or spaces shall be assigned and marked as "reserved."

E. Inspection of Parking Areas:
The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

10.29 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

10.30 RESERVED: CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (SCHEDULE B)

10.31 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

10.32 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

10.33 SECURITY DESIGN CRITERIA (NOV 2005)

A. Security Design Criteria:
The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov.

10.34 SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a setback distance of **25 feet** as specified 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).

10.35 SECURITY DESIGN CRITERIA: FACADE PROTECTION (BUILDING SHELL) (NOV 2005)

The Lessor shall provide facade protection per the VA Physical Security Design Manual (PSDM) requirements.

10.36 SECURITY DESIGN CRITERIA: SHATTER-RESISTANT WINDOWS (BUILDING SHELL) (NOV 2005)
Shatter Resistant Window shall be installed per the VA Physical Security Design Manual (PSDM) requirements.

10.37 RESERVED: SECURITY DESIGN CRITERIA

10.38 SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005)
The Government will review all design and engineering documents, including structural engineering calculations during design development.

11.0 SOLICITATION DOCUMENTS:

PART II. ..... SCHEDULE A

SECTION 1 ..... OPERATION AND MAINTENANCE PLAN
MAINTENANCE COST WORKSHEET
PROPERTY MANAGEMENT AGREEMENT

PART III. SCHEDULE B—SPECIAL REQUIREMENTS

SECTION 5: FUNCTIONAL ROOM LIST AND SUMMARY PRICE SHEET

PART IV. SCHEDULE C—UNIT COSTS & PRICES

EXHIBIT A--UNIT COSTS (TO BE USED DURING CONSTRUCTION PERIOD)

EXHIBIT B--UNIT PRICES (ADDITIONAL TI RATES – FIRST YEAR)

PART V. SCHEDULE D—BID SUMMARY FORM

PART VI. SCHEDULE E—ROOM FINISH, DOOR & HARDWARE

SECTION 2 SCHEDULE E (EXCEL FILE)

PART VII. LABOR STANDARDS PROVISION

PART VIII. FORMS

- Proposal To Lease Space - Form 1364A & Summary Attachment
- Lessor's Annual cost Statement - Form 1217
- Solicitation Provisions - Form 3516A
- General Clauses – Form 3517B
- Modified General Clauses_ Lease Language
- Representations and Certifications – Form 3518
- Architect-Engineer Qualifications – Form 330
- Contractor's Qualifications & Financial Information – Form 527
- Standard Form 24 - Bid Bond
- Standard Form 25 - Performance Bond
- Standard Form 25A – Payment Bond
- Certificate of Building Energy Performance
- Certificate of Current Cost or Pricing Date
- Labor Standards Provisions/Davis Bacon
- Past Performance Reference Check Forms (Please fill out Reference Contact Information)
- Small Business Subcontracting Plan (if applicable)
- Past Performance Survey Form
- Form 3881 – Vendorizing Form
- IT Security Requirements
- Reporting Executive Compensation Form
- VA National Rules of Behavior

PART IX. CONCEPTUAL PLANS

PART X. SCHEDULE F EQUIPMENT GUIDE LIST