

LEASE NO. VA69D-14-L-0336

Simplified Lease
GSA FORM L201A (September 2013)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201A, hereinafter Lease Form). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364A, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))

(Lessor), whose principal place of business address is _____

_____ and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

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

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

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

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

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **10 Years, 5 Years Firm with termination rights after Firm Term**,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, **estimated to be April 01, 2015**, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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

FOR THE LESSOR:

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE GOVERNMENT:

Karen J. Hammen

Lease Contracting Officer

U.S. Department of Veterans Affairs, Veterans Health Administration

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

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

TABLE OF CONTENTS

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	5
1.01	THE PREMISES (SIMPLIFIED) (SEP 2013)	5
1.02	EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)	5
1.03	RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)	5
1.04	TERMINATION RIGHT AFTER 5 YEARS	5
1.05	DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)	5
1.06	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)	5
1.07	OPERATING COST BASE (SEP 2013)	5
1.08	BUILDING IMPROVEMENTS (SEP 2012)	6
1.09	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)	6
SECTION 2	GENERAL TERMS, CONDITIONS, AND STANDARDS	7
2.01	DEFINITIONS AND GENERAL TERMS (SEP 2013)	7
2.02	PROGRESSIVE OCCUPANCY	8
2.03	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (INTERIM - OCTOBER 2008) (VAAR-852.273-75)	8
2.04	AUTHORIZED REPRESENTATIVES (JUN 2012)	8
2.05	ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)	8
2.06	WAIVER OF RESTORATION (APR 2011)	8
2.07	CHANGE OF OWNERSHIP (SEP 2013)	9
2.08	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	9
2.09	ADJUSTMENT FOR VACANT PREMISES (SEP 2013)	11
2.10	FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011)	11
2.11	DEFAULT BY LESSOR (APR 2012)	11
2.12	INTEGRATED AGREEMENT (JUN 2012)	12
2.13	MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)	12
2.14	CHANGES (SIMPLIFIED) (SEP 2011)	12
2.15	COMPLIANCE WITH APPLICABLE LAW (JAN 2011)	12
2.16	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (JAN 2011)	12
2.17	FINANCIAL AND TECHNICAL CAPABILITY (AUG 2011)	13
2.18	CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (MAR 2013)	13
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	15
3.01	WORK PERFORMANCE (JUN 2012)	15
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)	15
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)	15
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	15
3.05	WOOD PRODUCTS (SEP 2013)	15
3.06	ADHESIVES AND SEALANTS (AUG 2008)	16
3.07	BUILDING SHELL REQUIREMENTS (SEP 2013)	16
3.08	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SIMPLIFIED) (JUN 2012)	16
3.09	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	16
3.10	VESTIBULES (APR 2011)	16
3.11	MEANS OF EGRESS (SEP 2013)	16
3.12	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	16
3.13	FIRE ALARM SYSTEM (SEP 2013)	17
3.14	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	17
3.15	ELEVATORS (SIMPLIFIED) (SEP 2013)	17
3.16	DEMOLITION (JUN 2012)	18
3.17	ACCESSIBILITY (FEB 2007)	18
3.18	CEILINGS (SIMPLIFIED) (SEP 2013)	18
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	18
3.20	WINDOWS (SIMPLIFIED) (AUG 2011)	18
3.21	PARTITIONS: PERMANENT (SEP 2013)	19
3.22	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)	19
3.23	PAINTING – SHELL (JUN 2012)	19
3.24	FLOORS AND FLOOR LOAD (AUG 2011)	19
3.25	FLOOR COVERING AND PERIMETERS – SHELL (SIMPLIFIED) (JUN 2012)	19
3.26	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	19
3.27	ELECTRICAL (SIMPLIFIED) (JUN 2012)	19
3.28	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)	19
3.29	PLUMBING (JUN 2012)	20
3.30	DRINKING FOUNTAINS (APR 2011)	20
3.31	RESTROOMS (SEP 2013)	20

3.32	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	20
3.33	HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (SEP 2013)	21
3.34	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (SEP 2013)	21
3.35	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012)	21
3.36	LIGHTING: INTERIOR AND PARKING – SHELL (SIMPLIFIED) (SEP 2013)	21
3.37	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)	22
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		23
4.01	SCHEDULE FOR COMPLETION OF SPACE (SEP 2013)	23
4.02	GREEN LEASE SUBMITTALS (SIMPLIFIED) (JUN 2012)	23
4.03	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)	24
4.04	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (APR 2011)	24
4.05	CONSTRUCTION INSPECTIONS (APR 2011)	24
4.06	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2013)	24
4.07	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)	24
4.08	AS-BUILT DRAWINGS (SIMPLIFIED) (JUN 2012)	24
4.09	RESERVED	24
SECTION 5 TENANT IMPROVEMENT COMPONENTS		25
5.01	TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (SEP 2013)	25
5.02	FINISH SELECTIONS (SIMPLIFIED) (SEP 2013)	25
5.03	WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)	25
5.04	DOORS: SUITE ENTRY (SEP 2013)	25
5.05	DOORS: INTERIOR (SEP 2013)	25
5.06	DOORS: HARDWARE (SEP 2013)	25
5.07	DOORS: IDENTIFICATION (JUN 2012)	25
5.08	PARTITIONS: SUBDIVIDING (SEP 2013)	25
5.09	WALL FINISHES (JUN 2012)	26
5.10	PAINTING – TI (SEP 2013)	26
5.11	FLOOR COVERINGS AND PERIMETERS (SEP 2013)	26
5.12	HEATING AND AIR CONDITIONING (JUN 2012)	27
5.13	ELECTRICAL: DISTRIBUTION (JUN 2012)	27
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	27
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	27
5.16	DATA DISTRIBUTION (JUN 2012)	28
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	28
5.18	LIGHTING: INTERIOR AND PARKING – TI (SIMPLIFIED) (SEP 2013)	28
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		29
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)	29
6.02	UTILITIES (APR 2011)	29
6.03	RESERVED	29
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	29
6.05	HEATING AND AIR CONDITIONING (SEP 2013)	29
6.06	OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)	29
6.07	JANITORIAL SERVICES (JUN 2012)	29
6.08	JANITORIAL SERVICES APPENDICES	35
JANITORIAL STATEMENT OF WORK APPENDIX A		35
ESTIMATED WORKLOAD DATA - STANDARDS		35
JANITORIAL STATEMENT OF WORK APPENDIX B		36
ESTIMATED WORKLOAD DATA - FREQUENCIES		36
6.09	SELECTION OF CLEANING PRODUCTS (APR 2011)	38
6.10	SELECTION OF PAPER PRODUCTS (JUN 2012)	38
6.11	SNOW REMOVAL (APR 2011)	38
6.12	MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)	38
6.13	MAINTENANCE OF PROVIDED FINISHES (SEP 2013)	38
6.14	ASBESTOS ABATEMENT (APR 2011)	39
6.15	ONSITE LESSOR MANAGEMENT (APR 2011)	39
6.16	IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)	39
6.17	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	39
6.18	LANDSCAPE MAINTENANCE (APR 2011)	40
6.19	RECYCLING (SIMPLIFIED) (JUN 2012)	40
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	40
6.21	INDOOR AIR QUALITY (SEP 2013)	40
6.22	RADON IN AIR (SEP 2013)	40
6.23	RADON IN WATER (JUN 2012)	40

6.24 HAZARDOUS MATERIALS (SEP 2013) 41

6.25 MOLD (SIMPLIFIED) (SEP 2013)..... 41

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013) 41

SECTION 7 ADDITIONAL TERMS AND CONDITIONS..... 42

7.01 SPACE PLAN..... 42

7.02 ADDITIONAL TI BUILDOUT REQUIREMENTS..... 44

7.03 ADDITIONAL VA INFORMATION SECURITY REQUIREMENTS..... 46

7.04 DAVIS BACON WAGE RATES DETERMINATION..... 46

7.05 TELEPHONE/DATA EQUIPMENT 46

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

1.04 TERMINATION RIGHT AFTER 5 YEARS

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

1.05 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)

As part of this lease, the following documents are as attached to and made part of the Lease:

EXHIBIT	DOCUMENT NAME	No. OF PAGES
B	GSA Form 1364A, Proposal to Lease Space	2
C	GSA Form 1364A-1, Simplified Lease Proposal Data	2
D	GSA Form 1217, Lessor's Annual Cost Statement	2
E	GSA Form 3516A, Solicitation Provisions	5
F	GSA Form 3517A, General Clauses	2
G	GSA Form 3518A, Representations and Certifications	10
H	GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation (Part A or Part B) (See Section 3 for applicable requirements)	7
I	TI Construction Cost Estimate	TBD
J	Scaled Floor Plans and Elevations Delineating the Premises (AutoCAD and PDF Versions).	TBD
K	Lease Amendment(s) Issued Under RLP	TBD

1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease, is **XX** percent.

1.07 OPERATING COST BASE (SEP 2013)

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

1.08 BUILDING IMPROVEMENTS (SEP 2012)

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

- A. Tenant Improvements (See Exhibits XX)
- B. _____
- C. _____

1.09 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)

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

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

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

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

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

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

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

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

F. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

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

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

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

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

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

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

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

N. Punch List. A list of items that must be completed or corrected (between substantial completion and final acceptance) in order for the project to be considered complete. Punch list items are those items that require corrective action to conform to the lease requirements and do not affect the Government's use of the space as intended.

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

P. Net Usable Square Feet (NUSF). Net Usable Square Feet is defined as the area the tenant occupies, excluding building common areas and vertical penetrations such as elevator shafts, air ducts, electrical closets, etc. NUSF is measured between the inside walls of the area of tenant occupancy, less the exceptions listed above. Where Net Usable Square Feet (NUSF) is referenced, the meaning is the same as ABOA SF.

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

R. Substantial Completion. The stage in the progress of the TI where the TI or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the space for its intended use.

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

2.02 PROGRESSIVE OCCUPANCY

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

2.03 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (INTERIM - OCTOBER 2008) (VAAR- 852.273-75)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: [HTTP://CHECKLISTS.NIST.GOV](http://CHECKLISTS.NIST.GOV)

(b) To ensure that appropriate security controls are in place, contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: [HTTP://WWW.IPRM.OIT.VA.GOV](http://WWW.IPRM.OIT.VA.GOV)

2.04 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

2.05 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 276, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in VA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

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

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

2.06 WAIVER OF RESTORATION (APR 2011)

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

2.07 CHANGE OF OWNERSHIP (SEP 2013)

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

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

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

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

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

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

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

2.08 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.09 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

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

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

2.10 FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (SEP 2011)

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

2.11 DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
- (3) Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2.12 INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.13 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

2.14 CHANGES (SIMPLIFIED) (SEP 2011)

A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- 1. An adjustment of the delivery date;
- 2. An equitable adjustment in the rental rate; or
- 3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

2.15 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (JAN 2011)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the LCO, the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the

term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2.17 FINANCIAL AND TECHNICAL CAPABILITY (AUG 2011)

A. AFTER AWARD:

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

1. A firm commitment of funds in an amount sufficient to perform the work.
 2. The 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.
- B.** The Government shall have the right to withhold approval of DIDs until the conditions specified in paragraph A have been satisfied.
- C.** Within ten (10) calendar days after the LCO issues the Notice to Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:
1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
 2. Issuance of required permits for construction of the TIs.

2.18 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (MAR 2013)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.203-7, ANTI-KICKBACK PROCEDURES (OCT 2010)
2. FAR 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
3. FAR 52.203-14, DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
4. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
5. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) (Applicable if over \$25,000)
6. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
7. FAR 52.211-6, BRAND NAME OF EQUAL (AUG 1999)
8. FAR 52.215-2, AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
9. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
10. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
11. FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
12. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) ALTERNATE III.
13. FAR 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
14. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
15. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
16. FAR 52.222-26, EQUAL OPPORTUNITY (MAR 2007)
17. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (SEP 2010).
18. FAR 52.222-36, AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010).
19. FAR 52.222-37, EMPLOYMENT REPORTS VETERANS (SEP 2010).
20. FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001).
21. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

22. FAR 52.233-1, DISPUTES (JUL 2002)
23. FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG 1996)
24. GSAM 552.215-70, EXAMINATION OF RECORDS BY GSA (FEB 1996)
25. GSAM 552.232-23, ASSIGNMENT OF CLAIMS (SEP 1999).
26. GSAM 552.270-11, SUCCESSORS BOUND
27. GSAM 552.270-13, PROPOSALS FOR ADJUSTMENT (SEP 1999)
28. GSAM 552.270-20, PAYMENT (SEP 1999)
29. GSAM 552.270-23, SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)
30. GSAM 552.270-24, STATEMENT OF LEASE (SEP 1999)
31. GSAM 552.270-30, PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
32. GSAM 552.270-31, PROMPT PAYMENT (JUN 2011)
33. GSAM 552.270-32, COVENANT AGAINST CONTINGENT FEES (JUN 2011)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (JUN 2012)

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

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

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

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

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

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

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

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

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

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

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

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

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

3.05 WOOD PRODUCTS (SEP 2013)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (<http://thepaperlifecycle.org/forests/in-the-field/forest-certification-resource-center-fcrc/>), the Forest Stewardship Council United States (<https://us.fsc.org/>), or the Sustainable Forestry Initiative (www.sfiprogram.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 <http://www.cites.org/eng>.

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

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

3.06 ADHESIVES AND SEALANTS (AUG 2008)

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

3.07 BUILDING SHELL REQUIREMENTS (SEP 2013)

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

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

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

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. 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 aspects of the Lessor's design. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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

3.10 VESTIBULES (APR 2011)

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.

3.11 MEANS OF EGRESS (SEP 2013)

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

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

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

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

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

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

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

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

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

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

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

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

3.13 FIRE ALARM SYSTEM (SEP 2013)

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

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

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

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

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

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

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

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

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

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

3.15 ELEVATORS (SIMPLIFIED) (SEP 2013)

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

Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

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

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

3.16 DEMOLITION (JUN 2012)

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

3.17 ACCESSIBILITY (FEB 2007)

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

3.18 CEILINGS (SIMPLIFIED) (SEP 2013)

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

Ceilings shall be at a minimum **8 feet and 0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.

Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content. Restrooms shall have plastered or spackled and taped gypsum board.

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

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

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

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

3.20 WINDOWS (SIMPLIFIED) (AUG 2011)

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.

3.21 PARTITIONS: PERMANENT (SEP 2013)

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

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

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.23 PAINTING – SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.24 FLOORS AND FLOOR LOAD (AUG 2011)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.25 FLOOR COVERING AND PERIMETERS – SHELL (SIMPLIFIED) (JUN 2012)

- A. Flooring material through Building common areas shall be of quality materials, as approved by the LCO.
- B. The costs for cyclical carpet replacement requirements as outlined in Section 6, shall be included in the shell rent.

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

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

3.27 ELECTRICAL (SIMPLIFIED) (JUN 2012)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.28 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

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

3.29 PLUMBING (JUN 2012)

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

3.30 DRINKING FOUNTAINS (APR 2011)

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

3.31 RESTROOMS (SEP 2013)

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

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

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

- C. Each main restroom shall contain the following:

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

3.32 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

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

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

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

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

3.33 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SIMPLIFIED) (SEP 2013)

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. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

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

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ASHRAE Standard 62.1. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

3.34 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SIMPLIFIED) (SEP 2013)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw of ½ inch and include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.35 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012)

A. The Government may elect to contract its own telecommunications service in the Space.

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

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

3.36 LIGHTING: INTERIOR AND PARKING – SHELL (SIMPLIFIED) (SEP 2013)

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

A. INTERIOR FIXTURES: High efficiency LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be 2' X 2' throughout. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

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

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. OCCUPANCY SENSORS: The Lessor shall provide occupancy sensors to reduce the hours that the lights are on when the Space is unoccupied.

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

F. PARKING STRUCTURES (IF APPLICABLE): The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

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

3.37 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

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

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

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

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

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

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

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

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the LCO.
4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.
5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
6. Protect stored onsite and installed absorptive materials from moisture damage.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2013)

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

A. Lessor-provided design intent drawings (DIDs): The Lessor must submit to the Government, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the agency's interior build-out requirements not later than 10 calendar days following the lease award date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 calendar days of the Government's request.

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

1. Furniture, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Repositioned sprinklers, ceilings, and lighting, where impacted;
4. Specifications necessary for calculation of electrical and HVAC loads; and
5. All finish and signage selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 10 calendar days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify Lessor of such non-conformances. If the DID's do not conform to the lease requirements, the Lessor shall revise and resubmit the DID's within 5 working days; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

The Lessor's preparation and submission of construction documents (CDs): The Lessor must complete CDs conforming to the approved DIDs not later than 30 working days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify the Government, and shall not proceed with completion of CDs until direction is received from the LCO.

The LCO, or COR shall provide direction within 5 working days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this clause, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

D. Government review of CDs: The Government shall have 10 Calendar days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

E. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 10 working days following the end of the Government CD review period.

F. Negotiation of TI price proposal and issuance of notice to proceed ("NTP"): The Government shall issue NTP within 5 working days following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the clause titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

G. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **120 calendar days** following issuance of NTP.

4.02 GREEN LEASE SUBMITTALS (SIMPLIFIED) (JUN 2012)

The Lessor shall submit to the LCO:

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

B. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Lease.

- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" in the Lease.
- F. If renewable source power is purchased, documentation within 9 months of occupancy.

4.03 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five Working Days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings.

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (APR 2011)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

4.05 CONSTRUCTION INSPECTIONS (APR 2011)

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

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

4.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2013)

A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved CDs is substantially complete and a Certificate of Occupancy (C of O) has been issued as set forth below. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved CDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects or fraud, but shall not relieve the Lessor of any other Lease requirements.

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

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

4.07 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space, which, together with the CAF established in Exhibit A, GSA Form 1364A, will yield the total Rentable Area of the Premises. The rent for the Space will be adjusted based on the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.08 AS-BUILT DRAWINGS (SIMPLIFIED) (JUN 2012)

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

4.09 RESERVED

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, fulfillment of all requirements designated as TIs within this section or designated as TIs within the attached Agency Specific Requirements and Security Requirements shall be deemed to be TI costs.

Lump-sum improvements remain the property of the government and the government reserves the right to remove them at the expiration of the lease

5.02 FINISH SELECTIONS (SIMPLIFIED) (SEP 2013)

The Lessor must consult with the Government prior to developing a minimum of three (3) 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 comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 5 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 5 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

5.04 DOORS: SUITE ENTRY (SEP 2013)

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

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 42" 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 LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Main entrance doors to the clinic shall be equipped with automatic door openers and 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 pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SEP 2013)

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

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

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

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

5.09 WALL FINISHES (JUN 2012)

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

5.10 PAINTING – TI (SEP 2013)

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

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

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

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

5.11 FLOOR COVERINGS AND PERIMETERS (SEP 2013)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

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

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

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

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

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low

Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

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

5. Performance requirements for broadloom and modular tile.

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

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

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

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

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

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

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

5.12 HEATING AND AIR CONDITIONING (JUN 2012)

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

5.13 ELECTRICAL: DISTRIBUTION (JUN 2012)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space 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.

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

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.16 DATA DISTRIBUTION (JUN 2012)

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

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

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

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

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

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.18 LIGHTING: INTERIOR AND PARKING – TI (SIMPLIFIED) (SEP 2013)

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell (Simplified)." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

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

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

The Government's normal hours of operations are established as **6:00 AM to 8:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours, with the exception of periodic deep cleaning such as floor stripping/waxing, carpet cleaning, etc.

6.02 UTILITIES (APR 2011) The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 RESERVED

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

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

6.05 HEATING AND AIR CONDITIONING (SEP 2013)

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

B. During non-working hours, heating temperatures shall be set no higher than 65° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

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

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

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

6.06 OVERTIME HVAC USAGE (SIMPLIFIED) (SEPT 2011)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth in Exhibit A, GSA Form 1364A. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$2,500 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 \$2,500 shall be placed using GSA Form 270, Supplemental Lease Agreement, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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

6.07 JANITORIAL SERVICES (JUN 2012)

A. DESCRIPTION OF SERVICES. The contractor shall provide all management, tools, equipment and labor necessary to ensure that custodial services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. Total estimated square footage for the Center is 4,140-4,830 sq. ft. Contractor shall be responsible to

provide Material Safety Data Sheets (MSDS) to the Contracting Officer's Representative (COR). All disinfectants used in the cleaning of the facility will be FDA/EPA approved. All cleaning agents used must be clearly labeled.

1. BASIC CLEANING SERVICES. The contractor shall accomplish all cleaning tasks to meet the requirements of this SOW and the Service Delivery Summary (SDS). The minimum cleaning standards and frequencies are established in Appendix A. All work listed under 1.1.1 through 1.1.10 shall be performed in accordance with the above.

2. Maintain Floors. All floors shall be swept, dust mopped, damp mopped, wet mopped on a daily basis, to ensure that all floors have a uniform, glossy appearance and are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign particulate matter. Baseboards, corners, and wall/floor edges shall also be cleaned daily. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.

3. Remove Trash. All trash containers shall be emptied and returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. All trash containers; wastebaskets, etc. shall be fitted with a disposable plastic liner. All plastic liners for trash receptacles of any sort shall be replaced with new ones when receptacle is emptied. The trash shall be deposited in the nearest outside trash collection container as directed by the COR. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

4. Clean Interior Glass/Mirrors. Clean all interior glass, including glass in doors, partitions, walls, display cases, directory boards, etc. on a daily basis. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

5. Clean Drinking Fountains. Clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

6. Vacuum and Clean Floor Mats. Vacuum and clean interior and exterior floor mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil and other foreign particulate matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

7. General Spot Cleaning. Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

8. General Dusting. All horizontal surfaces must be dusted or cleaned to eliminate dust collection. All vertical surfaces shall also be kept free from the accumulation of dust. All furniture, computers, and medical and other equipment is also to be kept free from dust. These areas shall be spot-cleaned on a daily basis to ensure removal of all dust and particulate matter.

9. Clean Interior Windows. Clean glass surfaces/windows throughout the area. After surfaces have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills, and glass.

10. Clean Air-Conditioning/Heating Vents. All heating and air conditioning ventilation grates/grilles/louvers/covers shall be kept free from dust and dirt and shall be cleaned on an as needed basis.

11. Clean Fluorescent Light Fixture Diffusers. All plastic diffusing lenses for ceiling mounted fluorescent light fixtures will be kept in a clean condition (on both sides of diffuser) and free of dust, dirt, and dead insects.

12. BASIC EXAMINATION ROOM/LABORATORY/REST ROOM CLEANING SERVICES. The contractor shall accomplish all cleaning tasks to meet the requirements of this SOW and the Service Delivery Summary (SDS).

13. Clean and Disinfect. Completely clean and disinfect all surfaces of sinks and counters, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets, as well as all surfaces of specimen pass-throughs.

14. Descale Toilet Bowls and Urinals. Descaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

15. Sweep and Mop Floor. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean, uniform appearance (See under 1.3.1. for minimum requirements). Contractor shall mop using only clean water and appropriate cleaning agents and shall dispose of soiled water after each cleaning.

16. Stock Janitorial Supplies in Examination Rooms/Restrooms/Laboratory. Contractor shall ensure examination rooms/restrooms/laboratories are stocked sufficiently so that supplies including soap for the soap dispensers, paper towels, and toilet paper do not run out. Supplies shall be stored in designated areas and shall be kept up off of surface of floors. No overstocking shall be allowed. If supplies run out prior to the next service date, contractor shall refill within 24 hours of notification. All supplies to perform work shall be supplied by contractor and included in the contract price.

17. Clean/Disinfect Examination Room/Lab Room Furniture. Patient examination tables, visitor chairs, and blood draw chairs in all examination rooms or laboratory rooms will be cleaned and disinfected with FDA/EPA approved germicidal detergent.

18. Pest Control. Lessor shall have and retain the capability to provide pesticide and/or pest remediation service as necessary for the remediation of common human parasite insects such as bedbugs, scabies, lice, etc. Such services will be ordered on an "as needed" basis by the COR. Janitorial staff shall maintain an adequate supply of required chemicals, cleaners and disinfectants to sufficiently respond to any such incident as they occur. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

B. PERIODIC CLEANING SERVICES

1. Strip, Scrub, Seal, and Wax Floors. Strip, scrub, seal, and wax floors as often as needed to maintain a uniform glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuffmarks, heel marks, wax build-up, and other stains and discoloration. Floors should be stripped, scrubbed, sealed, and waxed a minimum of two (2) times per year. A traffic coating of wax should be applied as often as needed to maintain a uniform glossy appearance.

C. JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS (JCAHO) REQUIREMENTS

1. Contractor will attend a pre-work orientation meeting prior to the commencement of work on site. The VA will schedule this meeting and it will include discussion of the following topics: (VA will provide information to the contractor regarding these topics and will document the meeting)

- Fire and Safety
- Infection control
- Disaster procedures

2. The Contractor will be responsible to ensure that Contractor employees coming to the work site will receive the information required above. Documentation of such will be required in writing.

3. The Contractor will be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.

D. SECURITY REQUIREMENTS. The contractor's FSEs (employees) shall wear visible identification at all times while on the premises of the Chicago Veterans Resource Center. It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from Chicago Veterans Resource Center staff or from the COR. The Government will not invalidate or make reimbursement for parking violations of the contractor under any conditions. Smoking is prohibited inside the clinic building. Possession of weapons is prohibited. Violations of Department of Veterans Affairs (VA) regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

E. Damage: Extreme caution shall be exercised to prevent damage to the building and its contents. Any damage must be reported to the COR immediately for appropriate action. Any damage caused by the contractor will be repaired and or replaced to the satisfaction of the VA at the contractor's expense.

Damage to the building, its contents or loss of Government property, in excess of \$100,000 will require a Report of Survey or Investigative Report by the Chicago Veterans Resource Center. Appropriate Government personnel will conduct the investigation. The responsible party will be required to replace and/or submit payment for damage or loss.

F. CONFIDENTIALITY Contractor, any and all personnel employed by Contractor, and any other individuals enlisted by Contractor (sub-contractors, etc.) to meet the requirements of this SOW, shall not disclose any information regarding the patients treated at the Chicago Veterans Resource Center. All clinical records, including names of patients, Social Security numbers, and any and all medical, administrative, or demographic information that pertains to the patients treated at the Chicago Veterans Resource Center is strictly confidential. This information is protected under federal regulations. All information and records that pertain to the employees of the Chicago Veterans Resource Center is also confidential and is protected under law. Contractor, and any individuals employed or enlisted by Contractor, may be required to sign Confidentiality Statement as a condition of being allowed to work at the Chicago Veterans Resource Center.

Failure to comply with the contractor personnel security requirements may result in termination of the contract for cause.

All contractor employees who require access to the Department of Veterans Affairs' Contractors computer systems or have access to sensitive information shall be the subjects of a background investigation. The contractor is encouraged to have its employee immediately download the background investigation packet from [HTTP://WWW.VA.GOV/VABACKGROUND_INVESTIGATIONS](http://www.va.gov/vabackground_investigations)

upon notification of contract award. A contractor's employee shall not commence working at VA under contract until Contractor and the Contracting Officer receive notification from the VA Office of Security and Law Enforcement (OSLE) that the contract employee's application was received complete. A favorable adjudication from the VA Office of Security and Law Enforcement must be received in order for a contractor employee to continue contract performance. This requirement is applicable to all subcontractor personnel.

The Contractor shall provide complete Background Investigation applications, for all Contract Employees, to OSLE, promptly and in sufficient time to meet the contract performance or delivery schedule (or: within 7 calendar days after contract award). If a delay in the notification from OSLE to the Contracting that a complete application has been received is due to the failure of the contractor to provide a complete application as soon as practicable (or: within 7 calendar days) after contract award, this delay shall not excuse the Contractor from meeting the contract performance or delivery schedule and may result in termination for cause.

1. Position Sensitivity – JANITORIAL: The position sensitivity has been designated as LOW RISK.
2. Background Investigation – In accordance with Veterans Health Administration (VHA) Directive 0710, the level of background investigation commensurate with the required level of access is National Agency Check with Written Inquiries.
3. Contractor Responsibilities
 - a. The contractor shall bear the expense of obtaining background investigations. If the Office of Personnel Management (OPM) conducts the investigation, the contractor shall reimburse VA within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractors 1st months invoice(s) for services rendered.
 - b. It is imperative for the contractor to provide, at the request of VA, a listing of contractor personnel performing services under this contract in order for the background investigation process to commence. This list will include name (first, middle, last), social security number, date of birth, and city, state and country of birth.
 - c. The contractor or their employees shall submit a complete background investigation packet. Additional guidance and information in completing the required forms, and examples of the forms, can be found at [HTTP://WWW1.VA.GOV/VABACKGROUND_INVESTIGATIONS/PAGE.CFM?PG=2](http://www1.va.gov/vabackground_investigations/page.cfm?pg=2).

The following required forms must be submitted to the VA Office of Security and Law Enforcement **before** contract performance begins:

- (i) Standard Form 85P, Questionnaire for Non-Sensitive Positions
- (ii) Optional Form 306, Declaration for Federal Employment
- (iii) Standard Form 86A (EG), Continuation Sheet for Questionnaire
- (iv) Electronic Fingerprint Form

Fingerprinting is required with the background investigation. Fingerprinting can be done at the local VA Facility. The Electronic Fingerprint Verification Form must be submitted with the above required forms.

- d. The Contractor shall inform the contract employee that when filling out Standard Form 85, that there should be no gaps in employment history. Any gaps in employment history on Standard Form 85 may result in OPM rejecting the documentation for investigation and delay contract performance.
 - e. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration.
 - f. The contractor may utilize a private investigating agency if such agency possesses an OPM and Defense Security Service certification. A Cage Code number must be provided to the VA Office of Security and Law Enforcement. VA Office of Security and Law Enforcement will verify the information and advise the contracting officer whether contractor's access to the computer systems can be authorized.
 - g. All contractor employees and subcontractors are required to complete VA's Privacy training annually. All Contractor employees and subcontractors requiring access to VA computer network are required to complete Cyber Security training courses annually either on-line or hard copy. Documented proof must be provided to the Contracting Officer.
 - h. The contractor will notify the COR immediately when their employee(s) no longer require access to VA computer systems.
4. Government Responsibilities
- a. The contracting officer will request the contractor employee's background investigation by the Office of Security and Law Enforcement.

- b. The Office of Security and Law Enforcement will provide the contractor will instructions for the contractor's employees, coordinate the background investigations, and notify the contracting officer and contractor of the results of the investigations.
- c. The VA facility will pay for requested investigations in advance. A bill for collection will be sent to the contractor to reimburse the VA facility. The contractor will reimburse the VA facility within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractors 1st months invoice(s) for services rendered.

5. The current fees associated with background investigations are \$230.00 each for low-level investigation, \$825.00 each for medium level investigation, and \$3,015.00 each for high level investigation.

6. SPECIAL SECURITY REQUIREMENTS: Due to the increased emphasis on privacy and information security, the following special contract requirements are established and hereby made part of the contract entered into with the Department of Veterans Affairs.

7. Privacy Training: Contractor and their sub-contractors assigned work under the contract are required to receive annual training on patient privacy as established by the Health Insurance Portability and Accountability Act (HIPAA) statutes. Training must meet VHA's and the Department of Health and Human Services (HHS) Standards for Privacy of Individually-identifiable health information. Contractor shall provide documented proof to the contracting officer that all employees assigned work and/or having access to Protected Health Information have received annual training. Proof of training is to be forwarded to the Contracting Officer. Training can be obtained through the VA's Talent Management System (TMS). An account must be set up in order to access the training site by visiting the TMS NEW USER WEB PAGE. For assistance, contact the VA TMS Help Desk by e-mail at MAILTO:VATMSHELP@VA.GOV.

a. For contractors and sub-contractors who do not have access to VHA computer systems, this requirement is met by receiving VHA National Privacy Training, other VHA approved privacy training or contractor furnished training that meets the requirements of the HHS standards.

b. Rules of Behavior for Automated Information Systems: Contractor personnel having access to VA Information Systems are required to read and sign a Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The COR will provide, through the facility ISO, the Rules of Behavior to the Contractor for the respective facility.

c. Contractor(s) shall insure the confidentiality of all patient and employee information and shall be held liable in the event of breach of confidentiality. Any person, who knowingly or willingly discloses confidential information from the VA Medical Center, may be subject to fines AND OR legal action.

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). In accordance with HIPAA, the Contractor will be required to enter into a Business Associate Agreement (BAA) with VA.

G. COMPLIANCE WITH THE GENERAL SAFETY REGULATIONS (As applicable to on-site services)

- a. All Contractors and Subcontractors performing services for the Government shall comply with all Occupational Safety and Health Administration (OSHA), State, County and Municipal Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- b. All tools, equipment, personal protective equipment, etc. shall be OSHA approved for the work to be performed. Contractor shall use caution signs as required by OSHA Regulations. Caution signs shall be on-site on commencement of Contract.
- c. The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Any violation of OSHA may be subject to default action.
- d. If applicable, the Contractor shall furnish to the COR two (2) copies of Material Safety Data Sheets (MSDS), for all products proposed for use, a minimum of seven (7) days prior to beginning service, for approval. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical product is proposed to be introduced into the facility, a copy of that product's MSDS must be provided to the COR for approval, prior to the product being used at the facility.

H.. INSURANCE

1. Worker compensation and employer's liability. Contractors are required to comply with applicable Federal and State Worker Compensation and occupational disease statutes.
2. General Liability. Contractors are required to have Bodily Injury Liability Insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
3. Property Damage Liability. Contractors are required to have Property Damage Liability insurance coverage of at least \$500,000.

I. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS:

The Contractor's FSEs shall wear visible identification at all times while on the premises of the Chicago Veterans Resource Center. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the COR. The Chicago Veterans Resource Center will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the Chicago Veterans Resource Center facility. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search.

J. REPORTING REQUIREMENTS. At the discretion of the COR or Contracting Officer, the Contractor may be required to submit an ongoing report of services rendered under the terms of the contract. The contractor may be required to submit a report which shall include but not be limited to 1) dates and times when services were performed, 2) a list of the areas where services were performed, and 3) type(s) of services and brief description of the work.

- VA Contact Person(s): **Robert Nicholas**
- Location (Building/Room Number): Rockford, IL OPC
- Telephone Number & Extension(s): (608) 256-1901 Ext 16231
- Contractor -- Provide telephone number(s) to call for your Service Department: _____
- Provide name(s) of authorized contact person(s): _____

K. CONFORMANCE STANDARDS. All work shall be performed and equipment shall function in conformance with all VA safety standards, manufacturer's/industry standards, the latest published edition of NFPA-99, FDA, OSHA, JCAHO, and other applicable national standards.

L. QUALITY ASSURANCE SURVEILLANCE PLAN FOR CUSTODIAL SERVICES

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this SOW. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Service Delivery Summary (SDS) in the maintenance contract.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise the government desires to maintain a quality standard in operating, maintaining, and repairing facilities and that a service contract to provide the service is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

6.08 JANITORIAL SERVICES APPENDICES

Appendices A through C below further describe required janitorial services.

JANITORIAL STATEMENT OF WORK APPENDIX A**ESTIMATED WORKLOAD DATA - STANDARDS**

Item	Cleanliness Standards
Doors	Surface is clean, free of smudges and fingerprints. Door jamb is free of dust/dirt build-up.
Baseboards	No splatters from stripper, free from floor finish build-up.
Tiled Floors	No dust/dirt build-up in corners, along baseboards and under/behind furniture. Spills, stains, and soil are removed; sufficient floor finish with high luster.
Carpeted Floors	No dust/debris build-up in corners, along edges and under/behind furniture. Spots and stains are promptly removed and floor has vacuumed appearance.
Walls	No splatters, drips, smudges, fingerprints or soil build-up.
Light Fixtures	Surface is free of dust, soil build-up, splatters, etc.
Sinks, Fountains	No soap or soil build-up on top surface or underside of sink. No water build-up around faucet or plumbing. Enamel, chrome fixtures, and plumbing have polished appearance.
Mirrors/Glass	No evidence of fingerprints, smudges, streaking, splatters or film. Mirror frames are dust-free.
Dispensers	Free of soap or soil build-up. No streaks, smudges, splatters, or dust build-up. Dispensers are filled daily or as needed.
Waste Receptacle	No evidence of splatters or streaks. Wiped clean inside and out. Clean liner in place.
Stairwells	Steps free of dust and debris. Freshly wet mopped to remove spills and soil. Walls free of spots, splatters, smudges and fingerprints. All plumbing and ceilings are free of dust build-up and spider/cobwebs.
Toilets, Urinals	Bowl is free of ring, and under rim has stains removed. Rim, seat and outside of bowl has clean, polished appearance and is free of splatters and urine build-up. Pedestal is thoroughly cleaned and is free of urine stains and splatter.
Ledges, Sills	Free of dirt, dust and debris. Spots and stains are removed.
Fans, Vents	Free of dust. Spots and stains removed.
Furniture	Vinyl furniture has dust, debris, spots, and stains removed from seat and frame. Fabric furniture has dust, spots, and stains removed. Frame is thoroughly vacuumed under cushions. Wooden frames are treated with furniture polish.
Bed Units	Bed frame, springs and both sides of the mattress are thoroughly cleaned of dried food, dust, blood splatters, and dirt. Over-bed table, bedside table and patient furniture are thoroughly cleaned (inside and out) and are free of dust, debris, dried food, blood spills, etc. Walls around bed have been spot washed to remove blood splatters, streaks, etc.
Cubicle Curtains	Free of spots or stains.
Horizontal Surfaces	All horizontal surfaces not otherwise specified are to be dust free, and free of spots or stains.
Stainless Steel	Stainless steel surfaces not otherwise specified are to be free of smudges, fingerprints, streaks, and splatters, and have a freshly polished appearance.
HKA Equipment	Cart, bucket, and wringer are to be free of dust, dirt, spots, and stains. Stainless steel should be polished. Tools and electrical equipment are thoroughly washed and free of spots, stains, dirt, and splatter. Chemical containers are properly labeled.
HKA Closet	Closet is well organized. Walls are free of spots and stains. Floors are scrubbed and free of dust, debris, spots, and soil. Shelves contain only chemicals and supplies, neatly stacked. Chemical listing, MSDS location memo, and work schedule are posted in a highly visible location.

JANITORIAL STATEMENT OF WORK APPENDIX B

ESTIMATED WORKLOAD DATA - FREQUENCIES

CHICAGO VETERANS RESOURCE CENTER

Item	Task	Frequency
Tiled Floors	Dust Mopping Wet Mopping Stripping Traffic coating	Daily and as needed Daily and as needed Annually or as determined by supervisor Bi-weekly or as determined by supervisor
Carpeted Surfaces and Rugs	Vacuuming Bonnet Cleaning Extraction	Daily or as needed Monthly or as needed Semi-annually or as needed
Vents	Dusting and Cleaning	Weekly
Waste Receptacles	Spot Cleaning Thorough Cleaning	Daily or as needed Weekly or as needed
Windows, Inside	Washing	Quarterly (more frequent spot cleaning in patient care areas)
Windows, Outside	Washing	Annually, by contract
Window Screens	Washing	Annually, by contract
Blinds	Dusting/Vacuuming Washing	Weekly as needed
Draperies	Vacuuming Cleaning	Annually and as needed
Cubicle Curtains	Replace	Semi-annually and as needed
Mirrors	Washing	Daily and as needed
Shower Stalls	Washing	Daily
Sinks	Washing and Polishing	Daily
Toilets and Urinals	Washing and Polishing Descaling	Daily Weekly

JANITORIAL STATEMENT OF WORK APPENDIX C

Vestibules-Entrance Areas/Patient Check-In/Patient Waiting Areas/ Hallways/Staff Offices/Conference Rooms/File Rooms/Interview Rooms:

Daily Cleaning:

1. Empty all waste receptacles and replace plastic liners
2. Dust all horizontal surfaces to reachable heights
3. Waiting room shall be policed
4. Vacuum and spot clean floor mats and throw rugs.
5. Damp mop and sanitize all floors
6. Remove fingerprints and soiled residue from doors, frames, kick plates, handrails, light switches, glass surfaces, and walls
7. Chairs, other furniture and waste receptacles will be spot cleaned as needed
8. Spot cleaning of wall surfaces
9. Spot clean desktops (papers not disturbed)
10. Dust all telephones
11. Dust all furniture including desks, tables, bookcases, shelves, chairs and filing cabinets.

Weekly Cleaning:

1. Wash and thoroughly clean all waste receptacles
2. Dust all vertical surfaces and under surfaces of furniture such as chair rungs and table legs. Remove all cobwebs.
3. Clean desk tops (papers not disturbed)
4. Clean and sanitize all phones
5. Damp clean vinyl and leather furniture, vacuum fabric furniture. Patient waiting area furniture to be sanitized.
6. Clean and police door jambs and chrome fixtures
7. Detail all vinyl floor areas

Monthly Cleaning:

1. Clean interior windows and glass panels
2. Clean ceiling diffusers
3. Clean all air circulation vents (grilles, grates, covers, etc.)
4. High dust walls, ceilings, blinds, and horizontal surfaces

Bi Yearly (Every six months):

1. Strip, scrub, seal, and wax floors.

Restrooms/ Dirty Storage Rooms/ Clean Storage Rooms/Employee Break Rooms/Janitorial Closets:

Daily Cleaning:

1. Clean and polish all chrome surfaces
2. Clean all glass and mirrors
3. Wash and disinfect toilet seats, toilet basins, sinks, urinals and specimen pass-throughs
4. Restock all dispensers
5. Empty and sanitize interior of sanitary containers
6. Clean and sanitize exterior of all waste receptacles
7. Empty all waste containers and replace plastic liners
8. Damp mop and sanitize all floors
9. Sanitize all counter tops
10. Spot clean walls
11. Dust all horizontal surfaces to reachable heights

Weekly Cleaning:

1. Spot clean walls
2. Remove fingerprints from doors, light switches, kick and push plates
3. Dust all horizontal surfaces to include ceiling diffusers
4. Scrub tile floors thoroughly to remove any dirt around fixtures or counter supports
5. Disinfect pass-throughs for urine specimens in restrooms

Monthly Cleaning:

1. Wash baseboards
2. Clean walls
3. Clean all air circulation vents (grilles, grates, covers, etc.)

4. Clean all ceiling diffusers

Bi Yearly (Every six months):

1. Strip, scrub, seal, and wax floors.

6.09 SELECTION OF CLEANING PRODUCTS (APR 2011)

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

- A. Use products that are packaged ecologically;
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

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

6.10 SELECTION OF PAPER PRODUCTS (JUN 2012)

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

6.11 SNOW REMOVAL (APR 2011)

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

6.12 MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative, upon request, at the Lessor's expense.

6.13 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
 1. Lessor shall repaint common areas at least every three years.
 2. Lessor shall perform cyclical repainting of the Space every **X** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.
- B. Carpet and flooring.
 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
 2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Space every **X** years with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

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

6.14 ASBESTOS ABATEMENT (APR 2011)

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

6.15 ONSITE LESSOR MANAGEMENT (APR 2011)

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

6.16 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

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

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

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

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

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

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

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

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

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

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

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

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

6.17 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

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

6.18 LANDSCAPE MAINTENANCE (APR 2011)

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

6.19 RECYCLING (SIMPLIFIED) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

6.21 INDOOR AIR QUALITY (SEP 2013)

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

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

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

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

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

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

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

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

6.22 RADON IN AIR (SEP 2013)

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

6.23 RADON IN WATER (JUN 2012)

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

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

6.24 HAZARDOUS MATERIALS (SEP 2013)

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

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

6.25 MOLD (SIMPLIFIED) (SEP 2013)

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

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

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)

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

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SPACE PLAN

A. The table below shows the desired space plan with required rooms and minimum square footages. DIDs shall reflect at least the minimum required square footage per room as reflected on the space plan.

Functions	Amount	Approximate Unit sq. ft	Approximate Total sq. ft	Floor Covering	Wall Covering
Private offices (Therapy Offices)	7	144	1008	Carpet	Paint
Ancillary Offices	2	100	200	Carpet	Paint
Ancillary Office	1	120	120		
Restrooms	2	80	160	Ceramic	Paint/Ceramic
Family Room with 2 way mirror divider	1	180	180	Carpet	Paint
Group/ Family room	1	400	400	Carpet	Paint
Private Office (Outreach Coordinator)	1	100	100	Carpet	Paint
Waiting Room	1	500	500	Carpet	Paint
Activity group rooms	1	225	225	Vinyl	Paint
Office Manager's Office	1	144	144	Vinyl	Paint
Break Room	1	144	144	Vinyl	Paint
File Room	1	120	120	Vinyl	Paint
Storage closet office supplies	1	120	120	Vinyl	Paint
IT Room	1	64	64	Vinyl	Paint
Total SF			3,505		
Circulation (15%)			526		
Total Projected NUSF			4,031		
Common Area Factor (15%)			605		
TOTAL ESTIMATED RSF			4,636		

1. Dimensions may be somewhat flexible; maximum rate/RSF has not been determined
2. Sheet Vinyl Flooring- Mannington, Relay RE, welded bead seam, with coved 4" Vinyl Base (or approved equivalent)
3. Carpet – Patcraft, Platform Carpet Tile, with straight 4" Vinyl Base (or approved equivalent)
4. Walk-Off Carpet – Mannington, Traverse Carpet Tile (or approved equivalent)
5. Ceramic Tile – Daltile, Franciscan Slate, 12x12 base and 3x3 accent (or approved equivalent)
6. All colors shall be coordinated and approved by VA Interior Designer. Painted rooms will have 1 accent wall color.
7. Refer to attached Concept Plan for use as a guide for proposed layout of space.

ROOM REQUIREMENTS

Entryway Vestibule

- One (1) power door operator at exterior double door set and one (1) power door operator at interior double door set.
- Alarm panel for arming/disarming building security alarm system.
- Exterior doors shall be with dual locking hardware, but with a single action from inside to exit in emergency.
- Wall mounted heater for maintaining vestibule temperature.

Reception Area

- Separated from Waiting Area by full height constructed walls and two (2) sliding teller windows with solid surface counter between receptionist and waiting area and under desk drawers for two (2) work stations.
- Soffit with dimmable can lights directly above the receptionist area.
- Nurse call notification station, with visual and audible alarm panel.
- Wall mounted remote control of paging amplifier system.
- Two (2) Duress Alarms, mounted under counter at each work station location.

Waiting Area

- One (1) elevated television bracket with in wall cabling and duplex electrical receptacle.
- Chair rail.
- Refrigerated Drinking fountain (ADA).
- Data outlet and duplex receptacle for Kiosk registration station.

Unisex Rest Rooms

- All restrooms are to be ADA compliant, and shall include stainless steel grab bars at stool location.
- Floors shall be ceramic tile, with ceramic tile walls floor to ceiling. See attached Detail 10/B-1 for typical elevation view.
- Power door operators at each location.
- All doors shall have lockset including red "in-use" and green "vacant" indication, including emergency key, Schlage B571, or approved equal.
- Stainless steel coat hooks on interior of door, with wall mounted stainless steel shelf, 18"x5".
- Wall-mounted baby changing units, Koala Kare KB101, or approved equal.
- Soap, paper towel, toilet paper dispensers, and sanitary napkin dispensers provided by VA.
- Nurse call station at each location, including visual indicator above each door.
- Provide stainless steel specimen pass-through cabinet on wall in Lab toilet, Bobrick B-505 or approved equal.

LPN/Intake

- Provide lockable door hardware.
- Duress alarm at workstation location.
- Sink and casework with drawers, solid surface counters, and locking upper cabinets.

Clean Utility

- Provide store room function lockable door hardware and closer.
- Provide floor to ceiling adjustable shelving system along one wall surface.

Soiled Utility

- Provide store room function lockable door hardware and closer.
- Provide flush rim sink with splash guard and faucet with spray.

Storage

- Provide store room function lockable door hardware and closer.
- Provide floor to ceiling adjustable shelving system along two wall surfaces.

Offices

- Provide office function lockable door hardware.
- Duress alarm at each workstation location.
- Two (2) coat hooks on inside of door.

Conference/Group Room

- Provide classroom function lockable door hardware.
- Duress alarm at wall location.
- Ceiling mounted electrical outlet and data outlet for projector, projector provided by VA.
- Ceiling mounted projection screen along wall.

Staff Break Room

- Provide classroom function lockable door hardware.
- Laminated cabinetry (upper and lower) with sink (~10 ft. total Length)
- Solid surface counter top.
- Refrigerator/Freezer (minimum 26 Cubic Feet)
- Automatic Dishwasher

IT Closet

- Room must maintain 70 degrees F year round, with a dedicated DX cooling system.
- Two (2) dedicated 20 amp circuits, plus other power requirements for miscellaneous systems.
- Phone/Data rack and patch panels are to be provided by contractor.
- Refer to Structured Wire Installation Specifications (S02-Structured_Wire_Spec.doc)
- Access shall be via electronic door strike hardware and isoprox card reader. Mount new iStar-eX controller panel with power supply panel on wall in this room, connected to SoftWare House card reader at entrance door to IT Closet and to SoftWare House card reader at exterior Staff Entrance door. Unit shall be fully programmed and connected via VA network to VA Hospital CCure Server, and be fully operational.

- No suspended ceiling in this room. Provide painted drywall at roof deck, open below to room.

Janitor Closet

- Exhaust Fan
- Floor basin sink with faucets

Miscellaneous Requirements

- Duress Alarm System shall consist of Sentrol Model 3050 non-latching LED buttons, hard-wired to a LynxNet 32i supervised Input Device, connected to VA computer network. Contractor shall hard wire all buttons back to Input Device located in IT closet, and connect associated electrical and data cabling. Duress alarm buttons shall be placed at reception desk (2 locations), in each exam room, in LPN/Intake, in procedure room, at each office workstation, in the Lab draw and VIC card room, and in the conference room.
- All interior doors shall be minimum 42" wide, 1 3/4" thick.
- Signage throughout the clinic space shall be System 2/90, color/style as coordinated with VA Interior Designer.
- The lessor shall provide security system to alarm upon illegal entry in the leased space via door contacts and motion sensing devices at each entry area, to prevent unauthorized entry 24 hours, 7 days per week. The preferred system will have intrusion/motion detectors at each entrance to the clinic space that alarm locally at the site and to a remote monitoring location. The remote monitoring company shall be in the business full-time (ADT, Brinks, etc. or equal), shall be approved by the Contracting Officer, with all monitoring costs provided by the landlord for the term of the lease. Keypads shall be installed at each building entry point to arm/disarm the system.
- All exterior doors shall be with dual locking hardware, but with a single action from inside to exit in emergency.
- All light switching shall be with occupancy sensors, capable of manual operation. Reception and waiting areas shall not have occupancy sensors. Emergency lighting circuit shall be provided to cover all functional areas of the clinic.
- Lessor shall provide and install a dedicated, self-enclosed emergency generator to support the critical functions of the clinic in order to maintain operations in event of a power failure. This shall include telecommunications room and associated equipment, mechanical systems and alarm systems supporting the clinic, emergency egress and exit lighting, at least one emergency circuit (double duplex outlet) in each exam room, in Lab and Lab Processing, in each office, and in reception area, along with emergency light fixture in each respective area also.
- A local telephone paging/intercom amplifier system with radio shall be provided and installed with speakers throughout the clinic, to audibly communicate through the phone system to each exam room, procedure room, offices, waiting room, conference room, and staff break room throughout the VA leased space. Speakers shall be 2'x2', Bogen CSD 2X2 or equal, and shall include wall mounted volume control in each room location. Amplifier shall have be rack mounted in IT Closet, with remote operation of system on/off at the reception desk area.
- Parking area shall be adequately lighted in accordance with local building code.
- All office and group/conference room interior walls shall extend from the structural floor slab to the structural ceiling slab; and the entire interior wall space shall have sound batting insulation. All suspended ceilings throughout shall also have 12" batt insulation laying above tiles for added sound reduction.
- Heating, air-conditioning and ventilation systems shall be designed, installed, and shall function as required by current standards and recommendations of the American Society of Heating, Incorporated; and National Fire Protection Association Standards 90A and 91. Minimum of four (4) air changes per hour (ACH) is typical per exam room, unless noted otherwise. Air supply to all areas shall be minimum 15% outside air unless more is required to make up exhaust requirements. The following areas shall have 100% exhaust to the outdoors:
 - Break room/Kitchen
 - Toilet Facilities
 - Housekeeping (Janitor) Closets
- Inclusive services required:
 - Cleaning (as referenced on GSA FORM L-201A)
 - Heat (as referenced on GSA FORM L-201A)
 - Electrical (as referenced on GSA FORM L-201A)
 - Maintenance (as referenced on GSA FORM L-201A)
 - Water (as referenced on GSA FORM L-201A)
 - Trash collection and disposal (as referenced on GSA FORM L-201A)
 - Recycling collection (as referenced on GSA FORM L-201A)
 - Annual carpet cleaning (as referenced on GSA FORM L-201A)
 - New carpet, every 5 years depending on wear (as referenced on GSA FORM L-201A)
 - Paint common areas every 3 years, all other areas every 5 years (as referenced on GSA FORM L-201A)
- Parking lot parking area shall be clearly marked and maintained.
- Parking lot area shall be adequately lit between sunset and sunrise, Monday through Friday.
- All construction materials shall be approved by the VA prior to their purchase and installation.
- All phone/data lines shall be installed, terminated, punched down and certified by the contractor.

7.02 ADDITIONAL TI BUILDOUT REQUIREMENTS

A. The requirements below supersede any possible conflicts in the TI Buildout requirements above.

CUBICLE TRACKS & CURTAINS:

Provide and install ceiling mounted cubicle tracks in each exam room to provide visual privacy, as manufactured by On The Right Track Systems. Curtains shall be VA provided.

SIGNAGE AND BUILDING DIRECTORY:

Lessor to furnish and install corridor directional signs throughout the building in accordance with SYSTEM 290 signage. The Lessor may offer an alternate plan for signage; however, this plan shall be offered by the Lessor and subsequently approved by the VA

prior to lease award. After lease award, the Lessor shall contact the VA Resident Engineer to coordinate appropriate wording for the signage.

EXTERIOR SIGNAGE:

An exterior monument sign indicating the following shall be provided by lessor in front of Building:

Department of Veterans Affairs
Veterans Resource Center
Chicago, IL

Size of monument sign shall be compatible with area surroundings, with font size to be as large as possible to visibly note the VA presence at the site. Verify size with VA COR for approval via established submittal process.

WATER FOUNTAIN:

An ADA-style water fountain shall be provided and installed in the main patient waiting room for use by patients/visitors.

ELECTRICAL: GENERAL:

The lessor shall be responsible for meeting the applicable requirements of the NFPA, NEC, the National Electric Safety Code, and local codes and ordinances, and shall be inspected for compliance in the NFC and local code by the local authority having jurisdiction. A certificate of compliance shall be furnished to the VA. Main service facilities will be enclosed. The enclosure shall not be used for storage or other purposes. Distribution panels must be circuit breaker type with 25 percent square power load and circuits. All electrical equipment shall be U.L. Listed.

ELECTRICAL: OUTLET DISTRIBUTION:

Notwithstanding requirements contained elsewhere in the lease, at a minimum, quad floor and wall electrical outlets shall be provided in a ratio of one (1) for every 50 gsf of space. Quad floor outlets in rooms over 400 gsf shall be provided on the basis of one (1) per twelve (12) linear feet of wall surface. Quad utility outlets shall be provided in toilets, corridors, and dispensing areas for maintenance purposes. Outlets are to be circuited separately from the lighting with not more than nine such outlets on one circuit. Switchgear and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them. All electrical outlets and switches in clinical areas shall be of "hospital grade" construction. If the electrical outlet is within 24" of a sink, then it shall be Ground Fault Interrupting type. Computer Room/ Data Closet will have special electrical requirements (220V) and emergency power. Emergency outlets shall be red in color.

PANIC BUTTON SYSTEM:

Duress Alarm

Contractor shall provide and install a hard-wired duress alarm button in each exam/procedure room, at each office workstation, in the reception area workstations, . Duress buttons shall be Sentrol 3055 model, non-latching with LED, connected to LynxNet32i supervised control panel, and programmed by contractor into VA Lynx software.

INTERCOM/PAGING/RADIO SYSTEM:

A local intercom/paging/radio system shall be provided and installed, to audibly communicate throughout the VA leased space, and shall be incorporated for use with VA provided telephone system. Unit shall be Bogen Telephone Paging Amplifier, Model TPU250 or equivalent, rack installed in IT Closet, with Bogen Digital Stereo Tune, Model DST1 or equivalent . Speakers shall be Bogen Model CSD2X2 or equivalent, and shall be installed in each exam/procedure/telehealth room, in each office, in conference room, staff lounge, VIC room, patient intake room, and waiting area. Remote control of system on/off and system volume adjustment shall be provided at reception area, and each speaker location shall also have wall-mounted volume control.

SECURITY SYSTEM:

The lessor shall provide security system to alarm upon illegal entry or loitering in the leased space and to prevent unauthorized entry 24 hours, 7 days per week. The preferred system will have intrusion/motion detectors at each entrance to the clinic space that alarm locally at the site and to a remote monitoring location. The remote monitoring company shall be in the business full-time (ADT, Brinks, etc. or equal), shall be approved by the Contracting Officer, with all monitoring costs provided by the landlord for the term of the lease. Lessor shall install keypad to arm/disarm the building at two separate location(s) as directed by VA COTR.

SOUND MASKING SYSTEM:

The lessor shall provide sound masking system throughout the clinic space, utilizing Cambridge Model Qt100 sound management system, or equivalent.

7.03 ADDITIONAL VA INFORMATION SECURITY REQUIREMENTS

No C&A or MOU/ISA is required. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security Program.

7.04 DAVIS BACON WAGE RATES DETERMINATION

The following wage rates General Decision shall be for all tenant improvement work under this lease. General Decision Number **IL140009 08/01/2014 IL9** currently applies and can be found at WWW.DOL.GOV All labor associated with the tenant improvement build out shall conform to the above-referenced Davis Bacon Wage Rates Determination. In the case of a periodic wage rate revision, the Lessor shall conform to the most recent Davis-Bacon wage rate determination.

7.05 TELEPHONE/DATA EQUIPMENT

If any information in paragraph 7.05 of this lease (below) conflicts with requirements listed elsewhere in the lease, paragraph 7.05 governs.

Telephone/data outlets will be provided on the basis of one (1) per twelve (12) linear feet of wall surface.

Coordinate outlet locations with electrical outlets for computer equipment. Outlets will be served by 3/4" conduit through walls, stubbed above ceiling height, with two (2) Category 6E 4 Pair data cables and two (2) Category 6E 4 Pair voice cable at each location, running back to the data closet, terminated by OEM Certified contractor at the jack location and on contractor provided patch panel(s) and data rack(s). Cabling shall be 4 individually twisted pair 24 AWG insulated copper conductors, voice=green color, data=yellow color.

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

Contractor shall provide and install a suitable (L5-20, L6-30, etc) receptacle, mounted in or near the rackspace in the data closet for VA provided UPS connection. Provide and install sheets of 3/4" plywood from floor to 6'-0" high along one wall of IT closet. VA IT staff will provide specific guidance on power plug connectors/terminations/patch panels, etc. The government reserves the right to provide its own telephone service in the leased space.

Training room data jacks will be provided on the basis of one (1) every six (6) linear feet of wall surface.

General Requirements:

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

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

Environmental/Electrical:

A telephone/data wiring closet must be provided, with dimensions of at least 10' x 10' in size. The floor must be sealed concrete or low static tile. It must have lighting controlled by a wall switch directly inside the closet by the entry. Lighting fixtures shall be flush-mounted, and shall ensure a lighting level of 100 foot-candles on working surfaces with a near (natural) light color rendition. A dedicated cooling system shall be provided in the closet to ensure 70 degrees F. 20-amp duplex or quad electrical receptacles must be located on each wall and each receptacle must be connected to one or more circuits that are isolated from receptacles outside the closet. Two of the receptacles must provide emergency power, and the receptacle should be red. The door must

open outward to avoid collisions with network equipment or, if inward opening, provide at least five feet of clearance between the door and any network equipment. All perimeter walls for the IT closet shall extend from floor to roof deck above to prevent entry.

Equipment Mounting Hardware:

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

Horizontal Cable Raceways:

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

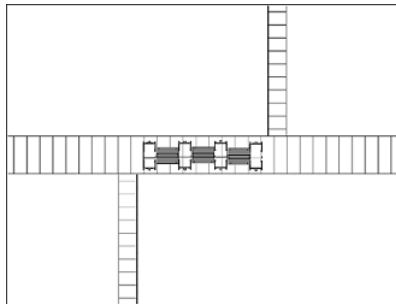


Illustration: Example of raceway position in Telecommunication Closet

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

Adjacent to the T-style equipment rack, one or more walls must be covered with 3/4-inch fireproof plywood and painted white. A remote telephone switch requiring wall mounting will be provided and installed in this area by VA OI&T staff. Ideally, this should be the same or adjacent wall to where the Local Exchange Carrier point-of-presence equipment is or will be installed.

UTP Telecommunications Cabling:

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

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

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

Cat 6E cabling should be used for all UTP cabling home runs (voice and data) (Panduit PUR6004GN-UY; PUR6004YL-U7). This cabling must meet or exceed the current industry standards for voice/data cabling and must be certified together with the telecommunications infrastructure installed by contractor to meet the VA Quality Assurance requirements. (Section 27 00 11 Communication Equipment Room Fittings). Contractor must also include in the procurement the necessary patch cabling to support each network jack that is installed. These cables should be green 7'(station) and yellow 10' (closet) cables supporting both the station side and the telecommunication closet.

Once terminated, UTP cabling must be capable of supporting 10/100/1000-BASE-TX Ethernet traffic that will meet the VA requirements for signal level, signal speed, impedance, and system data error (Section 27 00 11 Communication Equipment Room Fittings). All UTP cabling home runs must be terminated by 569-B modular RJ-45 jacks that meet or exceed ANSI and IEEE Class E channel standards and that meet requirements of IEEE 802.3af and IEEE 802.3 for PoE applications (Panduit CJ688TGyl)

yellow color jack for data, green color jack for voice in single gang, sloped vertical faceplate accepting 4 modules (Panduit CFP4E1Y). The standard network drop consists of two phones and two data jacks. A typical room requires one standard network drop per 50 nsf of space. Coordinate outlet locations with electrical outlets for computer equipment. Outlets will be served by ¾" conduit through walls, stubbed above ceiling height, with two (2) Category 6 data cables and two (2) Category 6 voice cable at each location.

Labeling of Cabling Runs:

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

Room numbers will be assigned by VA staff in advance of any cabling pulls.

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

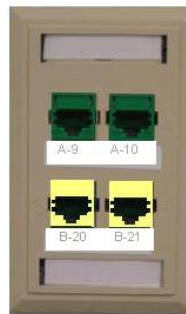


Illustration 1: Sample sloped wall plate

Illustration 2: Example of jack identifiers NOT wall plate

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

Testing of Completed Cabling:

Once UTP data cabling has been pulled and terminated at both ends, the contractor must test each cable run to confirm that it is capable of supporting data transmission rates indicated above and conforms to cabling standards listed above. The contractor must supply a report documenting the test results. The report should be submitted in electronic format.

Wireless Infrastructure: The listing below is the requirements that must be provided to address wireless infrastructure for a new construction or renovation project.

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

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

END OF LEASE