

GSA REQUEST
FOR LEASE
PROPOSALS NO.
VA244-15-R-0431
Clarksburg /West
Virginia

Offers due by
04/03/2015

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than **2pm EST** on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein to select an Offeror for award. The Government will award the Lease to the selected Offeror, subject to the conditions herein.

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.

Warehouse RLP
VA Revised FORM R101WH (1/15)

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REQUEST FOR LEASE PROPOSALS NO. VA244-15-R-0432

WAREHOUSE RLP GSA FORM R101WH (September 2014)
7:50AM

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (WAREHOUSE) (MAY 2014)

- A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Warehouse Lease described in the RLP documents. The Government will select an Offeror for award by evaluating proposals conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease to the selected Offeror, subject to the conditions below.
- B. The lease form (VA REVISED GSA Form L201WH) sets forth the terms and conditions of the Lease contemplated by this RLP. The RLP documents include a VA Proposal to Lease Space (VA REVISED Form 1364WH) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.
- C. Offeror should not attempt to complete the lease form (VA REVISED Form L201WH). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data as provided by Offeror in its VA REVISED Form 1364WH into the VA REVISED Form L201WH lease form, creating a completed Lease. VA will transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal.
- D. The Offeror's executed Lease shall constitute a firm offer. The Lease is not a binding contract until the LCO executes the Lease and delivers a signed copy to the Offeror.
- E. A pre offer meeting for serious offerors will be held at the LAJ Clarksburg VA on March 20, 2015 at 1pm in Room B227.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (WAREHOUSE) (MAY 2014)

- A. The Government seeks a minimum of 9990 to a maximum of 9990 net useable square feet of contiguous space on a single floor in a warehouse type building. The required space is to be measured and offered by Offerors in net useable square feet of contiguous space within the area of consideration set forth below. Mezzanines are excluded from the area calculation of the size of the space. See section 2 of the lease for applicable NUSF standards. The required space shall be contiguous space located all on ground level. Also see Section 4 of this RLP for details on the calculation of the Present Value Price Evaluation—Warehouse Square Foot Method that will determine the lowest priced offer. The space shall have a minimum clear ceiling height of 15 feet.
- B. The space shall be located in a modern quality building of sound and substantial construction in good condition and acceptable to the LCO. If not a new building, the offered space shall be in a building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the space in conformance with this RLP and the associated documents either attached to or incorporated by reference (and itemized in the paragraph entitled "List Of RLP Documents"). **Unless specifically stated as tenant improvements (TI), the Lessor shall perform all work at Lessor's sole cost and expense.**
- C. Bay Width, Bay Depth, and Column Spacing:
 1. Bay Width: 36' (the distance from one side of the bay to the other side of the bay in linear feet and inches)
 2. Bay Depth: 12' 8" (the distance from the front of the bay to the back of the bay in linear feet and inches)
- D. Floors and Floor Load:
Floor load capable of 250 PSF
- E. Automobile Parking: 12 parking spaces for automobiles of which 1 spaces shall be marked as reserved for the exclusive use of the Government. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

- F. Semi-Trailer Staging Area/Parking: 2 parking spaces sized for semi-trucks and box trucks. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- G. Delivery Route: At least one unobstructed route at least 36 inches wide having no steps or abrupt changes in level to connect all accessible elements, spaces, buildings, and courses of passage.
- H. Loading Docks: (Also see the "LOADING DOCKS—SHELL (WAREHOUSE)" paragraph in Section 3 of the lease form).
Lessor shall provide 1 to 3 loading dock(s) for the exclusive use of the Government. The dock height and configuration shall be to accommodate truck heights from 45" – 55" and a max grade of 7%. All dock doors shall include electronic openers as a part of Shell Rent unless otherwise specified in the Agency Special Requirements. Any other upgrades (e.g., security enhancements) to the dock doors shall be consider to be Tenant Improvements.
- I Loading Dock Apron Space: At a minimum, the loading dock apron shall be 120 feet sized for semi-trucks for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.
- J. The Government may provide vending machines within the Government's leased area under the provisions of the Randolph- Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.
- K. 10 Years, 5 firm, with Government termination rights, in whole or in part, effective at any time after the Firm Term of the Lease by providing not less than 90 days' prior written notice.
- L. Occupancy is required in accordance with the lessors schedule accepted by the Government and outlined in the Schedule for Completion of Space paragraph under the Lease.
- M. The space requirement identified in subparagraph "A" will include 9990 NSF of warehouse and related space. The ceiling height of this area shall be as outlined in the Special Requirements, but for price evaluation purposes using cubic volume the height of this area shall be considered to be 15 feet.

1.03 AREA OF CONSIDERATION (JUN 2012)

The Government requests offers of space in the area bounded as follows:
Harrison County West Virginia within a five mile radius of 1 Medical Center dr. Clarksburg WV 26301.

Buildings that have frontage on the boundary streets are within the delineated Area of Consideration.

1.04 LIST OF RLP DOCUMENTS (WAREHOUSE) (MAY 2014)

The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	NO. OF PAGES
Lease (Form L201WH) for information only. Not to be completed by offeror	48
Security Requirements Included in Tech Requirements in this document	22
GSA Form 3516-12, Solicitation Provisions	5
GSA Form 3517B-13, General Clauses	46
Proposal to Lease Space (GSA Form 1364WH)	4
GSA Form 1217-94, Lessor's Annual Cost Statement And Instructions	2
GSA Form 3518-13 Representations and Certifications	10
GSA Form 12000-WH for Prelease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or Part B) (See Section 3 for applicable requirements)	7
Contractor to attach cost break down for build out	
Davis Bacon	6

1.05 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.06 LEASE DESCRIPTION (WAREHOUSE) (MAY 2014)

Offeror shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. Information concerning the tenant agency's buildout requirements ("Special Requirements"), to be supplemented after award.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease shall be binding upon the Lessor without regard to any statements contained in this RLP unless otherwise stated in the lease.

The Lease contemplated by this RLP is a **fully serviced Lease**. See RLP Paragraphs 3.03 and 3.09 for further details on financial responsibility for various Operating Expenses. Rent shall be based upon a proposed rental rate per Net Usable Square Foot (NUSF), solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the Agency's full requirements. **The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease.** Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in the Tenant Improvement Allowance paragraph of the Lease. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste. However, any existing improvements must be deemed equivalent to Lease requirements for new construction, and Offerors are cautioned to consider those requirements before assuming efficiencies in its TI costs resulting from use of existing improvements.

The Government does not intend to prepare Design Intent Drawings (DIDs). After award of the lease, the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs will the Lessor be released to proceed with build out. The Lease also provides that the Government may modify the build out requirements, subject to the Lessor's right to receive compensation for such changes.

The security pricing process is described in a separate paragraph.

Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in Section 2 of the Lease.

Offerors are advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the lease form and in the GSA Form 3517B, which will be part of the Lease.

1.07 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.08 PRICING OF SECURITY REQUIREMENTS (SEP 2012)

- A. The security requirements are included with the technical requirements and obligations for the Building
- B. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

1.09 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) N/A

1.10 INSPECTION—RIGHT OF ENTRY (JUN 2012)

A. At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror, enter upon the offered Space or the Premises, and all other areas of the Building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror with the requirements of the RLP and its attachments, which purposes shall include, but not be limited to:

1. Inspecting, sampling, and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers.
2. Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered Space or the Premises.
3. Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances.
4. Inspecting for any current or past hazardous waste operations, to ensure that appropriate actions were taken to alleviate any environmentally unsound activities in accordance with Federal, state, and local law.

B. Nothing in this paragraph shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this paragraph is to promote the ease with which the Government may inspect the Building. Nothing in this paragraph shall act to relieve the Offeror of any duty to inspect or liability which might arise because of Offeror's failure to inspect for or correct a hazardous condition.

1.11 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

Lease LCO:

[STACY SCHWALBENDORF]
[EVAMC 135 E. 38th ST., Erie, PA 16504]
[814-860-2093]
[814-460-5973]
[814-860-2990]
[stacy.schwalbendorf@va.gov]

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

Charles Loar

1 Medical Center dr.
Clarksburg WV 26301
Phone 304-626-7043
Fax 304-623-7627
CHARLES.LOAR@VA.GOV

1.12 BROKER COMMISSION AND COMMISSION CREDIT (MAY 2014)

A. For the purposes of this RLP, Stacy Schwalbendorf (the Lead Contracting Officer or LCO) is the Agent representing the VA. Should the Offeror use a Broker, the Government expects the brokerage fee and agreement be between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker. The Offeror shall enter the commission amounts for its representative and the amount to GSA's Broker in blocks 31a and 31b respectively on GSA Form 1217, Lessors Annual Cost Statement. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

1.13 PLANNED USE BY GOVERNMENT (WAREHOUSE) (MAY 2014)

The Government shall be entitled to use the space for any lawful purpose. However, the Government intends to initially use the space for Warehouse space. Such use may involve the use of hazardous materials. The Government will agree in the Lease to use and maintain any hazardous materials in conformance with all applicable Federal, state, and local environmental regulations.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (WAREHOUSE) (MAY 2014)

A. In order to be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.

B. To demonstrate potential for efficient layout, VA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the NUSF offered, if it does not exceed the maximum NUSF in this RLP offer package. If the Offeror is already providing the maximum NUSF and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

2.02 FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.03 SEISMIC SAFETY—MODERATE SEISMICITY (SEP 2012)

A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the **Seismic Standards if applicable in the delineated area**. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this RLP.

2.04 HISTORIC PREFERENCE (SEP 2013) N/A

2.05 ASBESTOS (JUN 2012)

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of

this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance.

2.06 ACCESSIBILITY (SEP 2013)

The Lease contemplated by this RLP contains requirements for Accessibility. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building, offered Space, and areas serving the offered Space into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

- A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or
- B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

2.08 ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2013)

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

B. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.

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

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)

A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.

B. Upon request by the Government, Offeror must provide all known previous uses of the Building.

C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

2.10 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014)

A. Environmental Due Diligence

1. At the direction of the LCO, the Offeror must provide, at the Offeror's sole cost and expense, a current Phase I Environmental Site Assessment (ESA), using the American Society for Testing and Materials (ASTM) Standard E1527-13 and timeline, as such standard may be revised from time to time. In accordance with ASTM standards, the study must be performed by an environmental professional with qualifications that meet ASTM standards. This Phase I ESA must be prepared with a focus on the Government being the "user" of the Phase I, as the term "user" is defined in E1527-13. Failure to submit the required study may result in dismissal from consideration.

2. If the Phase I ESA identifies any recognized environmental conditions (RECs), the Offeror will be responsible for addressing such RECs, at its sole cost and expense, including performing any necessary Phase II ESA (using ASTM Standard E1903-11), performing any necessary cleanup actions in accordance with federal and state standards and requirements and submitting a proposed schedule for complying with these obligations. The Government will evaluate whether the nature of any of the RECs, the results of the Phase II, any completed cleanup, and the proposed schedule meet the Government's needs.

B. National Environmental Policy Act

1. While the Offeror is responsible for performing all environmental due diligence studies of the offered Property, the Government is responsible for compliance with NEPA, whether in whole or in part, on its own or with the assistance of the Offerors. NEPA requires federal agencies to consider the effects of their actions on the quality of the human environment as part of the federal decision making process and, to that end, the Government's obligations may, and in some cases will, be augmented by the Offerors as described in greater detail in the RLP.

2. The Government may either request information from the Offerors to help it meet its obligations under NEPA or share information provided in response to this provision with federal, state and local regulatory agencies as part of its compliance responsibilities under NEPA and other applicable federal, state and local environmental laws and regulations. Further consultation with these regulatory agencies may be necessary as part of the NEPA process.

3. The Offerors are advised that the Government may be required to release the location of each offered site and other building specific information in public hearings or in public NEPA documents. By submitting an offer in response to this RLP and without the need for any further documentation, the Offeror acknowledges and consents to such release.

4. The Government reserves the right to reject any offer where (i) the NEPA-related documentation provided by the Offeror for the offered Property is inadequate, (ii) the offer entails unacceptably adverse impacts on the human environment, (iii) the identified adverse impacts cannot be readily mitigated, or (iv) the level of NEPA analysis is more extensive than is acceptable to the Government (e.g., offers must be of a nature that would allow NEPA to be satisfied by preparation of a Categorical Exclusion (CATEX) NEPA study or an Environmental Assessment (EA) with or without mandatory mitigation).

5. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of NEPA compliance. This requires research and field surveys to assess the potential impacts to the natural, social and cultural environments. Any recent studies previously conducted by the Offeror may be submitted to be included in the NEPA process.

6. The Government will not proceed with Lease award until the NEPA process is complete as evidenced by the Government's issuance of a completed CATEX, EA or Environmental Impact Statement. Upon Lease award, any mitigation measures, whether optional or mandatory, identified and adopted by the Government will become Lease obligations. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease will be the sole responsibility of Lessor.

2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (SEP 2014)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (i.e., buildings and historic districts) and below-grade (i.e., archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. The Government reserves the right to reject any offer where documentation for the offered Property is inadequate or otherwise indicates preservation concerns or adverse effects to historic properties that cannot be reasonably mitigated.

C. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation

Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed lease proposal package to the Government as indicated below.

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. Offeror must submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received:

1. No later than **2pm EST** on the following date at the following designated office and address:

DATE: 3 April 2015
OFFICE: Erie Veterans Affairs Medical Center
135 E. 38th St., Erie, PA 16504
c/o Stacy Schwalbendorf, Bldg. 9

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

3.03 PRICING TERMS (WAREHOUSE) (MAY 2014)

Offeror shall provide the following pricing information with its offer:

A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.

B. VA REVISED Form 1364WH—Warehouse Proposal to Lease Space. Complete all sections of the 1364WH, including, but not limited to:

1. A fully serviced Lease rate (gross rate) OR modified net Lease rate (Government provides utilities and/or janitorial services and/or trash removal)] per NUSF and RSF, clearly itemizing the total Building shell rental, TI rate, operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of Tis), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area build out, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
3. The annual cost per NUSF and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364C, Proposal to Lease Space, and Form 1217) for NUSF and RSF, respectively.
4. A [fully serviced Lease rate (gross rate) OR modified net Lease rate (Government provides utilities and/or janitorial services and/or trash removal)] per NUSF and RSF for that portion of the lease term extending beyond the Firm Term.
5. If the utilities within the space are not paid directly by Government, an hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. **NOTE:** Refer to the Lease document for additional guidance.

6. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
7. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per NUSF, etc.). State any assumptions used to compute the dollar costs for each fee component.
8. Rent concessions being offered. Indicate either on the VA REVISED Form 1364WH Warehouse Proposal to Lease Space or in separate correspondence.

3.04 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

The Government will award a Lease pursuant to this RLP only if the Lease will score as an operating lease under Office of Management and Budget Circular A-11, Appendix B. Only offers that are compliant with operating lease limitations will be eligible for award. Offerors are obligated to provide supporting documentation at the request of the LCO to facilitate the Government's determination in this regard.

3.05 PROSPECTUS LEASE (SEP 2013)

- A. This RLP is subject to an approved Prospectus issued in accordance with 40 USC § 3307. The Government will only award a lease pursuant to this RLP if the offered rental rate does not exceed the Congressionally-imposed rent limitation set forth in the Prospectus. If a copy of the prospectus is not attached to the RLP, a copy may be obtained from the LCO upon request.
- A. This RLP is subject to the Prospectus threshold mandated by 40 USC § 3307. The Government will award a Lease pursuant to this RLP only if the offered rental rate does not exceed said Congressionally-imposed rent threshold. The current threshold is available from the LCO or at the GSA Web site, [HTTP://WWW.GSA.GOV](http://www.gsa.gov), using the keyword "prospectus."

3.06 ADDITIONAL SUBMITTALS (WAREHOUSE) (SEP 2014)

Offeror shall also submit with its offer the following:

- A. GSA Form 3518, Representations and Certifications. Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.
- B. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the Space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
- C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.
- D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.
- E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.
- F. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
- G. The Offeror must have an active registration in the System for Award Management (SAM), [WWW.SAM.GOV](http://www.sam.gov).
- H. The Offeror must submit the Fire Protection and Life Safety (FPLS) Submittal Information in subparagraph 1 with its initial offer unless the Building meets subparagraphs 2 or 3 below.
 1. FPLS Submittal Information:
 - a. Completed GSA Form 12000-WH, Pre-lease Fire Protection and Life Safety Evaluation for a Warehouse Building (Part A or PART B, as applicable). The GSA Form 12000-WH contains two parts that must be

completed depending on the area of the space the offeror proposes to lease to the Government. The offeror or an authorized representative must complete Part A when an offered space is less than 40,000 rentable square feet in area. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when offered space is greater than or equal to 40,000 rentable square feet in area. The licensed fire protection engineer must complete Part B.

- b. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if an automatic fire sprinkler system is installed in the Building).
 - c. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a fire alarm system is installed in the Building).
 - d. Scaled floor plan drawings (1/8 inch scale, minimum) of the space offered for government lease, and a floor plan of the building showing locations and dimensions of storage area. All plans submitted for consideration shall include the locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors shall meet local code requirements for issuance of occupancy permits.
 - e. A valid building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the building C of O is not available or the jurisdiction does not issue a building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety related codes and ordinances.
2. If the offered Space is located on the 1st floor of the warehouse building, **AND** is 10,000 rentable square feet or less in area, **AND** the top of proposed storage is 12 feet in height or less, the Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1. However, the Offeror must submit a valid building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the building C of O is not available or the local jurisdiction does not issue a building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered space regarding compliance with all applicable local Fire Protection and Life Safety related codes and ordinances.
 3. If the offered space is located on the 1st floor of the warehouse building, **AND** if the Offeror provides a building Certificate of Occupancy obtained under any edition of the IBC, **AND** the offered space meets or will meet all the Lease requirements with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, the Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1.
- I. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.
- J. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.
- K. The architectural plans for modernization, if the offered Building is not a modern office Building.
- L. An asbestos management plan, if the offered Building contains asbestos-containing materials.
- M. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet N.1 through N.5 noted below.
1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. In addition, plans shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans.
 2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
 3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated. Plans shall comply with all requirements outlined in this RLP and shall depict all points of building ingress/egress and loading docks, including identification of dock heights (or drive-ins) and indicating the use (or not) of dock levelers.

4. The locations of all exits, aisles, and fire department access doors shall also be identified on the plans. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors shall meet local code requirements for issuance of occupancy permits.
 5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.
- N. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date (Warehouse)" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.
- O. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:
1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
 2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
 3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
 4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
 5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.
- P. Evidence of seismic safety compliance if applicable as required in Section 2 of this RLP.
- Q. Information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."
- R. Information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – RLP."
- S. If the Offeror requests any deviations, the Offeror must document all deviations on Form 1364WH in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, VA at its sole discretion will make the decision whether to accept the deviation.

3.07 BUILD OUT INCLUDED IN OFFER (VA REVISED FEBRUARY 2015)

A. The build out is the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The lump sum cost shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. The Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, or lump sum payment and the build out shall meet the quality standards and requirements of this RLP package and its attachments.

B. The build out shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's Project Management fee, design costs, and other associated project fees necessary to prepare construction documents and to complete the TIs. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE b PRICING.

3.08 SECURITY IMPROVEMENTS INCLUDED IN OFFER (MAY 2014)

A. All security countermeasures required by the Government for occupancy shall be performed by the successful Offeror, priced separately but as part of the rental consideration, and all improvements shall meet the quality standards and requirements set forth in the VA Technical Requirements attached to this RLP package and its attachments.

3.09 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

3.10 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (WAREHOUSE)(MAY 2014)

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

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA LCO or designated representative. When negotiations are conducted, VA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of Federal agencies other than the LCO or their designee. The LCO or their designated representative will conduct oral or written negotiations with all Offerors that are within the **competitive range**. The competitive range will be established by the LCO based on cost or price and other factors (if any) that are stated in this RLP and will **include all of the most highly rated proposals**, unless the range is further reduced for purposes of efficiency. Prior to eliminating an Offeror that is a HUBZone small business concern (SBC) and which has not waived its entitlement to a price evaluation preference from the competitive range, the LCO shall adjust the evaluated prices of all non-small business Offerors proposed for inclusion in the competitive range by increasing the prices by ten (10) percent, solely for the purpose of determining whether the HUBZone SBC Offeror should be included or excluded from the competitive range. Offerors who are not included in the competitive range will be notified in writing.

All Offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their initial offer including any cost or price, technical, or other revisions that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions.

4.02 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2013)

A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in the "Award Based On Price" paragraph or the "Other Award Factors" paragraph of the RLP by so indicating on the GSA Form 1364C—STANDARD, Proposal to Lease Space. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable should the HUBZone SBC be awarded the Lease. A HUBZone SBC Offeror acknowledges that a prospective HUBZone SBC awardee must be a qualified HUBZone SBC at the time of award of this contract in order to be eligible for the price evaluation preference. The HUBZone SBC Offeror shall provide the LCO a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If it is determined, prior to award, that the apparently successful HUBZone SBC Offeror is not an eligible HUBZone SBC, the LCO will reevaluate proposals without regard to any price preference provided for the previously identified HUBZone SBC Offeror, and make an award consistent with the solicitation and the evaluation factors set forth herein.

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of 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.

4.03 AWARD BASED ON PRICE (JUN 2012) N/A

4.04 OTHER AWARD FACTORS (JUN 2012)

- A. **The Lease will be awarded to the responsible Offeror whose offer will be best value to the Government.**
- B. The combination of factors below is [significantly more important than price] [approximately equal in importance to price] [significantly less important than price].
- C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.
- D. The following award factor(s) will be considered:

1. Location and Quality of Space:

- a. Location. This factor considers the proximity of the warehouse building which must be located within 5 to 10 miles of the Louis A. Johnson VAMC. Parking and traffic patterns shall be considered and the location should present a professional image and offer a feeling of security.

2. Quality of Building and Design Concept:

- a. Building shall be or is built to code requirements
- b. Interior of the building shall be flexible to easily accommodate space designs that further enhance development of VA's program requirements, building efficiency, energy conservation, demonstration of sustainable practices, functionality, building systems and building quality are key elements to be considered
- c. Special requirements are contiguous floor plan capable of accommodating large lateral files, floor load of 250 PSF, environmental controls for medical supplies, electronic lock on exterior doors (buzz-in type system), separate IT closet and security system, along with egress lights, exit lights and fire alarms. Also, ventilation, plumbing, backup power, commercial gas, and loading dock.

3. Date of Occupancy:

Occupancy is desired on or before **October 1, 2015** but the Government will evaluate all proposed occupancy dates. Lessor shall provide the number of days after lease is awarded that the space shall be available for occupancy.

4. Technical Capability

- a. The merit or excellence of the contractor's proposed approach to performing the work identified in the solicitation, the proposed transition into the contract, the vendor's plan to provide equipment and then proposed coverage providing the required service.
- b. Offerors are required to provide a Program Management Plan that provides clear rationale for its program management oversight, including 8 hour contact information for building superintendent and two alternates that have the ability to make decisions on behalf of the owner should issues arise that require building management response. A sample of a Response plan shall be included which will address concerns minimally within 8 hours of notifications, depending on the nature of the issue and impact on continued health care operation.
- c. Emergency Preparedness Plans are to be provided. A Risk Assessment shall be created that identifies both manmade and natural disasters and the effects on the site, personal and structures. A Risk Assessment shall be provided by each Offeror with their proposals. Mitigation for the identified risks shall be provided and a final assessment given. The plans shall be clear and addresses activities to mitigate, eliminate, or reduce potential emergencies. The building site shall have the ability to manage emergency situations, provide response activities to minimize personal injuries and property damage while providing for control of the effects of the emergency situation and recovery activities. Recovery activities shall begin concurrently with response activities and are directed toward restoration of essential services and resumption of normal operations. A sample After Action report shall be provided and designed to improve future mitigation, preparedness, quality of response and recovery action.

5. Offeror's Qualifications/Past Performance:

Past performance on previous lease projects will be evaluated in accordance with GSAR 515.305 and FAR 15.305(a)(2). The source selection committee will obtain information through one or more of the following:

- a. Questionnaires tailored to the circumstances of the acquisition which will ask current or previous tenants to evaluate the owner's ability to meet an acceptable performance schedule in maintaining building systems; evaluate the owner's responsiveness to the tenant's needs; evaluate the owner's overall quality of work under the lease agreement; evaluate owner's ability to resolve problems relative to the leased space; and if the evaluator would enter into a similar lease agreement with the owner in the future;
- b. Interviews with program managers or contracting officers who had worked with the offerors in the past; how quickly the lessors responded to lease issues and how issues were resolved;
- c. Other sources, or;
- d. Past performance information collected under FAR 42.15 and available through the Past Performance Information Retrieval System (PPIRS) at <http://www.ppirs.gov>.

E. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in accordance with the evaluation factors and the applied price preference, and award made to the offer determined to be most advantageous to the Government. The LCO shall document his/her application of the price preference and further consideration of the offers under this sub-paragraph.

F. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

4.05 PRESENT VALUE PRICE EVALUATION—WAREHOUSE CUBIC FOOT METHOD (MAY 2014) N/A

4.05 PRESENT VALUE PRICE EVALUATION—WAREHOUSE SQUARE FOOT METHOD (MAY 2014)

A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per NUSF and a breakout of the "base" price per RSF and NUSF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per NUSF from which adjustments are made will be the base price for the term of the Lease, including any option periods.

B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields NUSF space within the required NUSF range. The Government will verify the amount of NUSF and will convert the rentable prices offered to NUSF prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per NUSF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per NUSF to a composite annual NUSF price, as follows:

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per NUSF price will be determined by dividing the total annual rental by the total net useable square footage excluding these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

D. The fees for architectural and engineering design (A/E) services and the Offeror's project management fees associated with Tenant Improvements. The Offeror is required as part of their offer to identify on GSA Form 1364C any and all fees to complete the tenant improvements, broken down into two components: (1) Fees for architectural and engineering design services (A/E fees), which may be offered as a rate per NUSF, percentage rate, or flat fee, and (2) Lessor's overhead, administrative costs, profit, and fees associated with Tenant Improvements (Lessor's PM fees), which may be only offered as a percentage rate. These fees will be evaluated in a multi-step process, as follows.

- o The A/E fees are assumed to consume a portion of the total build out thus reducing the amount available for actual construction. The percentage is not a percentage of the build out, but a percentage of the underlying costs, which together with the A/E fee equals the BO. The following **example** is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 NUSFsquare feet, which is \$300,000, and A/E fees of 5%.
 - o The underlying costs equals the TIA divided by (1 + A/E fee percentage)
 $\$300,000 / 1.05 = \$285,714.29$
 - o A/E fees at 5% of the underlying costs are $.05 \times \$285,714.29 = \$14,285.71$
 - o Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000
 - o The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as $\$300,000 \times .05 = \$15,000$.
 - o The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71) \div \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.
- f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of 0 hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.
8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

4.06 AWARD (SEP 2013)

A. To document the agreement between the parties, the successful Offeror and the VA LCO will execute a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. VA-~~XXP-LXXXXXXX~~ and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. GSA Form 3518, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.

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

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

SECTION 5 AGENCY TECHNICAL REQUIREMENTS

5.1 GENERAL: The Lessor shall provide office space as identified herein, for which the Louis A. Johnson, Department of Veterans Affairs (VA) Medical Center will operate a warehouse in Harrison County West Virginia. The rental rate shall include all requirements herein identified.

5.1.1 SITE SELECTION: The site shall be located in Harrison County West Virginia. The site needs to comply with the following conditions:

- Within 5 to 10 miles of the Louis A. Johnson, Department of Veterans Affairs (VA) Medical Center
- Include room for future growth

5.2 REQUIREMENTS: The VA is seeking warehouse space located within Harrison County West Virginia for a Base Term of Five (5) years with an option to extend the lease contract for five (5) one-year renewable option years (NEGOTIABLE) and one 12-month extension of services. The Lessor shall allow the VA access to individual men's/women's common area restrooms (if applicable) by VA clientele.

5.2.1 DESIGN AND CONSTRUCTION REQUIREMENTS: The lessor shall hire and retain the service a Licensed Professional Architect/ Engineering firm (AE) to provide all design work necessary to prepare leased space for VA use. All design and subsequent construction shall be provided by the Lessor, and must follow all applicable design, energy, environmental, historical, fire safety, physical security and National Fire Protection Association NFPA codes and standards as noted in the procedures, guides, manuals and standards found in the Office of Construction and Facilities Management's Technical Information Library (TIL) located at: <http://www.cfm.va.gov/TIL/> The Lessor shall submit within (14) days of award a complete and comprehensive construction and design schedule that describes all phases of this project, including design, permitting, and construction. The design phase of this project shall be extensive enough to reasonably identify the building being renovated or constructed will meet the requirements listed throughout this document. Design schedule should include at a minimum (5) drawing submissions to the VA for review and approval at the following increments (Floor Plan Development, Schematic, Design Development, 65% Construction Documents, and Final Construction Documents). If additional drawing submissions are required to achieve a design acceptable to the VA, the Lessor shall provide and submit at no additional cost to the VA. Floor plan development shall include multiple meetings with the VA staff as needed to obtain a floor plan acceptable to the VA. Drawing submissions shall include (4) full size drawings and (4) half size drawings delivered to the VA. Final construction drawings (AS-Builts) shall be delivered to the VA in CADD format. Drawing submissions to the VA for review and approval require (14) day review time by VA staff. Lessor schedule should reflect this review time. The duration for design and construction shall not exceed 365 days from award.

5.3 STANDARD CONDITIONS AND REQUIREMENTS: The following standard conditions and requirements shall apply to any space offered for use to the VA:

- A. First class warehouse space is required. Space offered must be section(s) of sound and substantial construction from either a new, modern building, or one that has undergone first class restoration or rehabilitation for the intended use. Tenants must be separated within the building so as the VA shall have privacy within their rented area. Building shall be designed and constructed in compliance with any and all applicable local, state, and federal code requirements. VHA CFM guidance relating to site development, security, and utilities shall be utilized throughout the design and construction process available at <HTTP://WWW.CFM.VA.GOV/TIL/CRITERIA.ASP>.
- B. The Lessor shall provide a valid occupancy permit for the intended use of the VA and shall operate the building in conformance with local codes and ordinances within 45 calendar days after Government inspection and acceptance of the leased space.
- C. The Building and the offered space shall be accessible to the handicapped in accordance with the Uniform Federal Accessibility Standards (41 CFR 10119.6, App. A) and any recent accessibility requirements.
- D. The space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency (EPA) guidance shall be implemented. A report of the space being asbestos free shall be provided to the VA upon request.

5.4 UTILITIES AND SERVICES: The Lessor shall provide the following services and utilities on a **daily** basis unless a different frequency is specified herein. The cost for utilities and services shall be included in the rental rate. Primary utilities like electricity and natural gas will be billed based directly on measured VA usage in the space. Utilities shall include:

- Heat
- Electric
- Power for Special Equipment
- Water (Hot & cold)
- Air Conditioning
- Services shall include:
- Local Telephone Service
- Snow Removal
- Trash Removal and Recycling Service
- Chilled Drinking Water
- Toilet Supplies
- Janitorial Service & Equipment
- Elevator Service (If Required)
- Window washing: Windows shall be cleaned/washed prior to occupancy by VA;
- Initial & Replacement lamps, tubes and ballasts.
- Painting: Any required painting shall be accomplished prior to occupancy by VA.

5.4.1 JANITORIAL SERVICES: The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies. Cleaning shall be performed during tenant working hours of 8am – 430pm Monday- Friday.

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

- Use products that are packaged ecologically;
- Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
- Minimize the use of harsh chemicals and the release of irritating fumes.
- Acceptable products will be Green Seal certified. Substitutions may be used with VA approval. Example products may be found at [HTTP://WWW.GSA.GOV/PORTAL/CONTENT/104542](http://www.gsa.gov/portal/content/104542) and [WWW.GREENSEAL.ORG/](http://www.greenseal.org/).
- The Lessor shall provide documentation confirming that Green Seal certified cleaning, paper and personal product are exclusively used for cleaning services and supplied to the tenant.

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

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

- A. Basic Cleaning Services. The contractor shall accomplish all cleaning tasks to meet the requirements identified below.
- a. Maintain Floors. Uniform appearance, free of all visible litter, mop strands, spots, dust, soil, streaks, swirl marks, detergent residue, or any evidence of stains, film, debris, or standing water. No splash marks or mop streaks on furniture, walls, and baseboards. All items moved during cleaning returned to their original position. Replace worn floor coverings (this includes the moving and returning of furnishings).
 - b. Vacuum Carpets. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Government representative. Area and throw rugs are included in these services.
 - c. Trash Containers. All trash containers shall be emptied and returned to their initial location. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.
 - d. Clean Interior Building Surfaces. Interior building surfaces shall be clean. All horizontal surfaces must be dusted or cleaned to eliminate dust collection. Surfaces shall be free of dust, soil, dirt, debris, streaks, mold, mildew, lint, spills, stains, and cobwebs and unpleasant odors.
 - e. Clean all interior glass, including glass doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, streaks, water, fingerprints, or other debris.
 - f. Drinking Fountains. All porcelain and polished metal surfaces, including the orifices, bubbles, and drain disinfected and free from streaks, stains, spots, smudges, and other obvious soil.

- g. Spot Cleaning. Spot cleaning shall be provided on a continuous basis. This includes, but is not limited to removing, cleaning smudges, fingerprints, marks, streaks, spills, etc. from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, push bars, kick plates, light switches, temperature controls, and fixtures. Spot cleaning shall result in surfaces having a clean, uniform appearance, free from streaks, spots, and evidence of soil.
 - h. Clean Furniture. Furniture shall be free of dirt, soil, gum, lint, streaks, spots and stains, and moisture. All damaged or stained areas that cannot be removed must be reported to the Government representative within twenty-four (24) hours.
 - i. Building Exterior. Trash receptacles shall not be full or overflowing. Doors, steps, stoops, bridges, and sidewalks shall be cleared of debris. Door handles and plates free from tarnish, streaks, stains, and hand marks. Walk-off mats appropriately placed and free of soil and grit, with no moisture or grit underneath.
 - j. Properly maintain plants and lawn(s), remove snow and ice from entrances, exterior walks, and parking lots by the beginning of the normal working hours and continuing throughout the day. Provide supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
 - k. Wash Windows and Brush Screens. Windows and door panes free of dirt, film, smudges, fingerprints, streaks, and other debris. All screens free of insects, dust, dirt, cobwebs, lint, and other debris. Screens that are removed returned to their original positions.
 - l. Pest Control. Control pests using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).
- B. Basic Restroom Cleaning Services. The contractor shall accomplish all cleaning tasks to meet the requirements identified below.
- a. Clean and Disinfect. Completely clean and disinfect all surfaces of sink, toilet, bowls, urinals, lavatories, dispensers, plumbing fixtures, 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 entry doors (including handles, kickplates, ventilation grates, metal guards, etc.) and wall area adjacent to wall mounted lavatories, urinals, and toilets.
 - b. Descale Toilet Bowls and Urinals. Descaling shall be performed as necessary to keep areas free of scale, soap film, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
 - c. Sweep and Mop Floors. 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. Movable items shall be tilted or moved and swept and damp mopped underneath. Floors shall be stripped, scrubbed, waxed, etc. as necessary, to maintain sanitary conditions and a clean, uniform appearance.
- C. Periodic Cleaning Services.
- a. Re-waxed floors. Stripped floor: Ready for the reapplication of sealer and floor finish (i.e. free of dirt, stains, deposits, wax finish, water and cleaning solutions).
 - b. Sealed floor. Uniform appearance, with all evidence of splashing on baseboards and furniture/fixtures completely removed.
 - c. Re-waxed floor. Uniform high gloss shine with all items moved during stripping, sealing, and waxing returned to their original position. A non-skid wax is required.
- D. Emergency or Special Event Cleaning. Upon notification, the contractor shall perform emergency or special event cleaning required in any building area or room covered under this lease. The contracting officer or designated representative will notify the contractor as soon as the emergency or special event is known, but no less than twenty-four (24) hours prior to the event.

5.5 Toilet/ Sink Supplies: The Lessor shall provide and maintain all toilet supplies required under this contract which includes, but is not limited to: toilet paper, paper towels, and hand and antibacterial soap dispensers. Regular hand soap shall be provided for the bathrooms. Standardization calls for the usage of STERIS Brand, Kindest Kare – number 1105-87 and Bactoshield CHG 2% - number 1322-BJ antibacterial soap and hand sanitizer or approved equal to be provided for all sinks. Acceptable paper products will be Green Seal certified.

5.6 DRINKING FOUNTAINS: The Lessor shall provide a minimum of one chilled drinking fountain on each floor where the Government occupies space.

5.7 SPECIAL REQUIREMENTS: The Lessor shall renovate the space to meet the following specifications. The costs for renovations shall be included in the rental rate and when specific equipment is cited, using brand names, model numbers, etc., a comparable or equal may be utilized.

- Entire space shall be cleaned.
- All walls shall be patched, cleaned, and freshly painted.
- Worn, torn or soiled wall coverings shall be cleaned, repaired or replaced to match existing.
- Existing carpet may be accepted if it is in good condition and can be cleaned to meet VA satisfaction.
- Clean all vinyl tiles.
- Perform carpentry, electrical and plumbing work as determined necessary by the designated VA
 - Representative.
- Remove any fixtures, wires, etc., as determined necessary by the designated VA Representative.
- Provide at least two (2) master keys for each lock.
- Lessor to provide to Tenant certifications for yearly Fire Alarm Testing, Emergency Lighting Testing, Sprinkler Testing, and Fire Extinguisher Testing as applicable to the available systems.

5.8 DOORS IDENTIFICATION (SIGNAGE): The Lessor is responsible for the procurement and installation of Door identification (Signage). Exterior directional signage to be provided as required to occupation of the leased space. This may vary, and be required at several locations, depending on the configuration of the building. Interior identification Signage shall be installed in approved locations adjacent to each room entrances within the suite. The Contracting Officer or designated VA representative must approve the door identification (signage). The Lessor shall submit a submittal for approval by the Contracting Officer or designated representative prior to procurement and subsequent installation of the signage. All signage will be ADA compliant in product and installation height. See additional information in sections 4.2, 4.3, and 4.4.

5.9 ELECTRICAL OUTLETS: A standard outlet with two plugs will be required. Number required and specific locations as required by VHA CFM design criteria available at [HTTP://WWW.CFM.VA.GOV/TIL/CRITERIA.ASP](http://www.cfm.va.gov/til/criteria.asp)

5.10 SPACE REQUIREMENTS

5.10.1 PARKING: A minimum of 12 on-site vehicle parking spaces, paved and striped, must be provided for use by employees, visitors, and official government vehicles. Of these, two (2) spaces must be provided in close proximity to the building's main entrance for use by the handicapped/disabled persons. The remainder of the parking spaces shall be within 500 feet of the building. The Lessor shall provide the greater of the following: (1) the number of parking spaces required by local building or zoning regulations, or (2) the number of parking spaces indicated herein.

5.10.2 TELEPHONE AND TELECOMMUNICATIONS EQUIPMENT ROOM: This room shall be designed to accommodate the telecommunications system: it shall provide a 65 to 75 degree temperature range and a 40 to 60 relative humidity range 24 hours a day, 7 days a week, in order to minimize damage to Government-Owned-Equipment (GOE) delicate electronic circuits (for computerized systems only). There shall be NO plumbing or any other utilities not serving this room ran through this room.

5.10.3 AUTOMATED DATA PROCESSING CAPABILITY: The Lessor is responsible for procuring and installing a conduit system capable of carrying, a minimum of 4 pair cat 5e wire, in unshielded cable to every telecommunication outlet in the space. Each telecommunication outlet shall be installed by the Lessor, with 4-cat-5e wire, in unshielded, plenum rated cable, 4pair cables to each telecommunication outlet location. Each telecommunications outlet will have two (4)-Allen Tel data jacks # 41108-R05 data jack. Wiring shall be as follows:

- Data Jacks: One CAT-5 cable for each data jack. Jack is to be wired with all (4 pair) wires.
- Voice jacks should be wired same as DATA due to possible deployment of VOIP
- Quads should have top two ports from left to right as: white/Orange and punch down all 4 pairs each. The top two cables(white/Orange) are usually dedicated to Voice
- Next the bottom two ports from left to right should be: grey/Blue and punch down all 4 pairs each. The bottom two cables(grey/blue) are usually dedicated to data.

All cabling will be configured from each location to the designated communication closet room, (there will be 3 walls of 3/4 in fire retardant plywood on the walls). All cabling shall be supported independently at all locations the voice cable shall be terminated to patch panels, tested, and certified according to TIA/EIA 568-A standards by the contractor.

The Lessor shall also provide to VA:

- A. Sufficient quantity for required data and phone drops of CAT-5 Allen Tel 110 blocks #41AW2-100 or approved equal, 120 CAT-5 Allen Tel 110C-4 connecting blocks #OX-56719-98-00-01 or approved equal, all cable runs to be terminated at each end by the contractor IAW TIA/EIA-568 standards. VA IRM personnel shall approve location of this equipment. Copies of all tests to be provided to the CO/ and the COTR
- B. A 7' high, 24"wide x 36" deep Lockable cabinet must be provided. As well as a Rack Mountable UPS. Preferably an APC 2200. Also in the cabinet, an environmental Monitor.
- C. Room must be equipped with its own Temperature/Humidity Control Unit if size permits; else it must be placed on a separate zone then that of the rest of the Facility to which Controls can be adjusted within the closet itself.

- D. Sufficient quantity for required data and phone drops of 48 port Leviton Patch Panels #59484-B-48, 12 Ortronics wire management panels #OR-60400057, two 3" vertical wire management, Homaco #VO84CM 3e and one 6" vertical management Homaco #VO84CM 6e. 1 power feed (dedicated circuit) into the locked enclosure (emergency power if available).
- E. A minimum of 50-pair will need to be run from Ameritech's (or equivalent) D-mark (demarcation point) to the communications closet. If there are to be multiple closets due to architectural configuration, the communications closets shall be connected via wiring. There shall be a maximum distance of 300 lineal feet between each multiple communication closet.
- F. A 4" conduit shall be installed from the communications closet to the outside of the building which will be utilized only for communications cabling.
- G. Contractor shall provide a T-1 telephone line for secure data transfers.
- H. Warehouse space shall be equipped with a minimum of ten triplex (two data/one phone) drops.
- I. Office spaces shall be equipped with a minimum of two triplex(two data/one phone) drops.

5.10.4 SECURITY SYSTEM:

Plans for this renovation shall include, but are not limited to:

- A. Provide a motion intrusion detection system for the entire VA space that is monitored by motion sensors, door contacts on exterior doors, and also door contacts on IT room doors. System shall meet the following requirements:
 - a. An internal, automatically charging DC standby power supply and a primary AC power operations.
 - b. An automatic reset capability following an intrusion detection
 - c. A local alarm level of 80 dB (min) to 90 dB (max) within the configuration of the protected area.
 - d. A low nuisance alarm susceptibility
 - e. Annunciators/keypad shall be located at front and rear entrance and shall have the capability of identifying protected zones.
 - f. System shall have the capability of transmitting alarms to an off-site alarm 24 Hr. monitoring company and VA police service.
 - g. Telecommunications Closet: Room must have motion detection inside the room and intrusion detection on the door. Room must have electronic physical Access Control Systems (EPACS) controlling entry to the room. If any of the walls of the telecommunications closet are exterior walls, they must be either brick or CMU construction or have security mesh screening installed within the walls.
- B. Physical Access Control System (PACS) shall consist of:
 - a. Head-end equipment server
 - b. One or more networked PC-based workstations
 - c. Physical Access Control System and Database Management Software
 - d. Credential validation software/hardware
 - e. Field installed controllers
 - f. PIV Middleware
 - g. Card readers
 - h. Biometric identification devices
 - i. PIV <PIV-I>, <Legacy CAC>, <CAC NG>, <CAC EP>, <TWIC>, <FRAC> cards
 - j. Supportive information system
 - k. Door locks and sensors
 - l. Power supplies
 - m. Interfaces with:
 - i. Video Surveillance and Assessment System
 - ii. Gate, turnstile, and traffic arm controls
 - iii. Automatic door operators
 - iv. Intrusion Detection System
 - v. Intercommunication System
 - vi. Fire Protection System
 - vii. HVAC
 - viii. Building Management System
 - ix. Elevator Controls

- C. PACS shall provide secure and reliable identification of Federal employees and contractors by utilizing credential authentication per FIPS-201.
- D. Head-end equipment server, workstations and controllers shall be connected by a high-speed electronic data transmission network.
- E. Security doors, windows, walls, ceilings shall be in compliance with VHA CFM guidance regarding physical security of VA facilities. Available at: [HTTP://WWW.CFM.VA.GOV/TTL/SPCLRQMTS.ASP#PHS](http://www.cfm.va.gov/ttl/spclrqmts.asp#PHS)

C - Windows. When below 12 m (40 ft.) from ground level or the roof of a lower abutment, or less than 7.5 m (25 ft.) from windows of an adjoining building, or accessible by a building ledge leading to windows of other floor rooms, security mesh screening for windows is required. Required specifications for stainless steel security mesh screening are:

1. All #304 stainless steel woven mesh 0.7 mm (.028 in.) wire diameter, with tensile strength of 15 kg/mm (800 pounds per lineal inch).
2. Mesh 12x12 per 25 mm (inch) with main and sub frames of 2.7 mm (12 gauge) carbon steel with baked enamel finish and internal key locking slide bolts.

D - Walls. Exterior walls of brick and masonry construction are acceptable. Exterior walls which are composed of wood frame and siding require an interior backing of steel security screen mesh or sheet partition. Pharmacy and Agent Cashiers perimeter walls shall be full masonry or gypsum wallboard to underside of slab above. Bulk control substance storage vaults require perimeter walls of brick or masonry construction full height.

E - Doors and Door Locks. Doors are of 45 mm in.) hardwood or hollow steel construction. Dutch or half doors are unacceptable. Removable hinge pins on door exteriors must be retained with set pins or spot welded, preventing their removal. All doors must be fitted with two lock sets. Glass doors or doors with glass panes must have one lock set, key operated from the interior of the protected area. If a door is not set in a steel frame, one of the two locks must be a jimmy proof rim dead lock, Doors set in steel frames must be fitted with a *mortise* lock with a deadlock pin feature. One lock (the day lock) must be automatically locking on door closure; requiring reentry to the room with key or lock combination and allowing egress from the room by use of an inside thumb latch. The day lock on the main door must be automatically locking, with a minimum 19 mm in.) dead bolt and inside thumb latch. Combinations or keys to day locks will be restricted to service employees and combinations changed immediately on the termination or reassignment of an employee.

F - Other Room Access Means. Interstitial overhead areas which enable entry into a secure room from an unsecured room must be barricaded by the installation of a suitable partition in the interstitial space which prevents up and over access. Ventilation grills on doors and air circulation ducts which exceed 0.06 m ² (100 square inches) in areas must be reinforced to prevent their removal from outside the room. Possible access means such as dumbwaiter shafts, roof or wall ventilator housings, trapdoors, etc., must be secured by appropriate means.

5.10.5 MOVABLE MODULE CASEWORK: Movable modular casework may be installed in any or all of the Office Space, as determined by the staff. The VA designated representative shall provide the Lessor with the appropriate data so that the Lessor can provide the appropriate wall structure to support the manufacturer's products in accordance with standard Building Codes concerning Government-Owned Property-Movable Module Casework.

5.11 NET USABLE SQUARE FEET = NUSF REQUIREMENTS:

Description	# of Employees	Square Footage	Remarks
Warehouse			
Lounge, Staff	0	125	80 SF + 15 SF per each person over 5. 210 SF maximum.
Toilet, Staff	0	100	2 toilets at 50 SF/each per FTF Space Standard.
Receiving and Issue	0	2953	Total calculated General and Medical Storage times 0.5 per Space Criteria.

Receiving Dock	0	458	264 SF + 194 SF if the total amount of General and Medical Storage is between 2,751 NSF and 5,500 NSF per Space Criteria.
Storage, General and Medical	0	5906	Space allowable per Lease regulations.
Office, GIP Manager	1	56	56 SF/each per FTF Space Standard Detail.
Office, GIP Manager	1	56	56 SF/each per FTF Space Standard Detail.
Office, GIP Manager	1	56	56 SF/each per FTF Space Standard Detail.
Office, GIP Manager	1	56	56 SF/each per FTF Space Standard Detail.
Office, GIP Manager	1	56	56 SF/each per FTF Space Standard Detail.
Cubicle, Receiving Clerk	1	56	56 SF/each per FTF Space Standard Detail.
Cubicle, Receiving Clerk	1	56	56 SF/each per FTF Space Standard Detail.
Cubicle, Distribution Clerk	1	56	56 SF/each per FTF Space Standard Detail.
Warehouse Totals			
	8	9990	Net Square Footage
Conversion From NSF to GSF		10989	Gross Square Footage using A&MMS-Warehouse net-to-gross factor of 1.10.
Total Gross Square Footage of Lease			
		10989	

5.11.1 GENERAL INFORMATION: Refer to current VA Master Construction Specifications (MCS) and Standard Details (SD) for more complete information on items listed in this document. MCS and SD can be found on Internet at the following address: [HTTP://WWW.CFM.VA.GOV/TIL/SPACE.ASP](http://www.cfm.va.gov/til/space.asp)

For complete Design Guides and detailed requirements please see CFM Design Criteria located at [HTTP://WWW.CFM.VA.GOV/TIL/CRITERIA.ASP](http://www.cfm.va.gov/til/criteria.asp) Design guides includes detailed requirements for Architectural, Electrical, HVAC, Plumbing, Site, Interior Design, and Structural elements.

All partitions within the VA space shall be full height from floor slab to deck or roof above. HVAC shall incorporate a fully ducted return. Architectural design shall be designed to ensure warehouse functionality.

Landlord shall be responsible to maintain on-site testing and maintenance manuals/logs for all Electrical, Mechanical, or Life Safety systems. Emergency battery light tests, generator tests, etc... Tests and results of previous months test shall be submitted electronically as PDF to COTR with each month's payment. Additional tests and reports may be requested from COTR as necessary to meet NFPA or other regulatory requirements. Additional tests and reports shall be at no additional cost to the VA.

5.12 TECHNICAL SPECIFICATIONS:

5.12.1 STAFF BREAK ROOM (1x 125 s.f.):

Telecommunication outlet	1	CC	Telecommunication outlet location.	27 31 00
Telephone, Wall mounted, one line	1	CC	Telephone, wall mounted, 1 line.	27 31 00
Mirror, Posture, Wall Mounted	1	CC	Wall mounted posture mirror. Consists of a 1/4" plate glass in a sturdy corrosion resistant frame with water proof back. For educational and therapy programs.	10 28 00
Dispenser, Soap, Disposable	AR	VV	Disposable soap dispenser. One-handed dispensing operation. Designed to accommodate disposable soap cartridge and valve.	
Dispenser, Paper Towel, SS, Surface Mounted	AR	CC	A surface mounted, satin finish stainless steel, single-fold, paper towel dispenser. Dispenser features: tumbler lock; front hinged at bottom; and refill indicator slot. Minimum capacity 400 single-fold paper towels. For general purpose use throughout the facility.	10 28 00
Hook, Garment, Double, SS, Surface Mounted	AR	CC	A surface mounted, satin finish stainless steel, double garment hook. Equipped with a concealed mounting bracket that is secured to a concealed wall plate. For general purpose use throughout the facility to hang various items of apparel.	10 28 00
Bracket, Television, Wall Mounted, w/Adjust Arm	1	CC	Wall mounted television bracket with adjustable arm. Consists of platform movable arm with full 120 degree swivel. Designed for holding wall mounted television units in patient rooms.	
Bracket, Television, Wall Backing	1	CC	Wall mounted television bracket backing which provides additional support and strength for the installation of the television bracket. Option available for interior or exterior plate and sized for 12" 16" or 24" stud spacing.	
Cabinet, U/C/B, 1 Shelf, 1 Drawer, 1 DO, 36x24x22	1	CC	Standing height under counter base cabinet with an adjustable shelf and a full width drawer above a solid right or left-hinged door (appropriate door hinge configuration to be indicated on equipment elevation drawings). Also referred to as a combination cabinet or a drawer and cupboard cabinet. For general purpose use throughout the facility.	12 32 00
Cabinet, U/C/B, 4 Drawer, 36x24x22	1	CC	Standing height under counter base cabinet with four full width drawers of equal height. Also referred to as a drawer cabinet. For general purpose use throughout the facility.	12 32 00
Cabinet, Sink, U/C/B, 2 Door, 36x36x22	1	CC	Standing height under counter base sink cabinet with solid hinged doors. Also referred to as a double-door sink cabinet. For general purpose use throughout the facility where a sink is to be used. Coordinate actual clear cabinet dimension with the actual outside dimension of sink that is specified to ensure that they are compatible.	12 32 00
Cabinet, W/H, 2 Shelf, 1 DO, Sloping Top, 38x24x22	1	CC	Wall hung cabinet with two adjustable shelves, solid right or left-hinged door (appropriate door hinge configuration to be indicated on equipment elevation drawings), and sloping top. Also referred to as a solid hinged single door case. For general purpose use throughout the facility.	12 32 00
Sink, SS, Single Compartment, 7.5x12x12 ID	1	CC	Single compartment stainless steel sink, drop-in, self-rimming, ledge-type, connected with a drain and provided with a mixing faucet. It shall also be provided with pre-punched fixture holes on 4" center, integral back ledge to accommodate deck-mounted fixtures, brushed/polished interior and top surfaces, and sound deadened. Recommended for use in suspended or U/C/B sink cabinets having a high plastic laminate or Chemsurf laminate countertop/work surface. For general purpose use throughout the facility.	22 40 00
Countertop, High Pressure Laminate	1	CC	High pressure laminate countertop (composition of wood particle core with plastic laminate surface) having a hard smooth surface finish, standard thickness of 1", and a 4" butt backsplash/curb. Also referred to as a work surface or work top. Available in a wide choice of colors, patterns, and depths. Used in general purpose areas requiring a basic work surface arrangement with limited heat resistance and poor chemical resistance. Pricing based upon a 24" depth.	12 36 00
Chair, Dining Room	4	VV	Dining room chair with glides. Chair has straight legs with cushioned cloth or vinyl seat.	
Table, Dining	1	VV	Dining table. Round 42" diameter or square 42" X 42". Used in dining facilities and can comfortably seat up to four (4) persons.	
Basket, Wastepaper, Round, Metal	1	VV	Round wastepaper basket, approximately 18" high X 16" diameter. This metal unit is used to collect and temporarily store small quantities of paper refuse in patient rooms, administrative areas and nursing stations.	
Board, Bulletin, Wood Framed, 36 x 24	1	VV	Bulletin board. Wood framed 1/2" cork posting panel with moisture proof backing. Units are factory assembled and have keyhole hangers for easy installation.	
Whiteboard, Dry Erase	1	VV	Whiteboard unit, approximately 36" H x 48" W consisting of a white porcelain enamel writing surface with an attached chalk tray. Magnetic surface available. Image can be easily removed with a standard chalkboard eraser. For use with water color pens. Unit is ready to hang.	

5.12.2 STAFF TOILET ROOMS (2x 50 s.f.):

Mirror, Float Glass, With SS Frame	AR	CC	A high quality 1/4" polished float glass mirror 36X18, framed in a one-piece, bright polished, stainless steel channel frame with 90° mitered corners. All edges of the mirror are protected by absorbing filler strips. Mirror has a galvanized steel back with integral horizontal hanging brackets and wall hanger for concealed mounting. For mounting above single wall mounted lavatories located in toilet areas, Doctors examination offices, etc. May also be used above double lavatories, either wall or countertop mounted, found in restroom areas.	10 28 00
Dispenser, Soap, Disposable	AR	VV	Disposable soap dispenser. One-handed dispensing operation. Designed to accommodate disposable soap cartridge and valve.	
Dispenser, Paper Towel, SS, Surface Mounted	AR	CC	A surface mounted, satin finish stainless steel, single-fold, paper towel dispenser. Dispenser features: tumbler lock; front hinged at bottom; and refill indicator slot. Minimum capacity 400 single-fold paper towels. For general purpose use throughout the facility.	10 28 00
Disposal, Sanitary Napkin, SS, Surface Mounted	AR	CC	A surface mounted, satin finish stainless steel, sanitary napkin disposal. Disposal features a flip-up cover, secured to the container by a heavy duty stainless steel piano-hinge. Disposal may be secured to wall or toilet partition. For general purpose use in female toilet stalls or rooms and uni-sex toilet rooms.	10 28 00
Grab Bar, 1-1/4" Dia., SS, 2 Wall, W/C Accessible	AR	CC	A 1-1/4" diameter, satin finish stainless steel, peened gripping surface, 2 wall toilet stall/ room, grab bar with concealed mounting flanges. Snap over flanges are provided to conceal mounting screws. A selection of mounting kits and concealed anchor devices are available from the manufacturers for different types of installations. Grab bar shall comply with barrier-free accessibility guidelines for structural strength. For typical water closet applications in toilet stalls and rooms where ADA (American's With Disabilities Act) requirements must be met.	10 28 00
Hook, Garment, Double, SS, Surface Mounted	AR	CC	A surface mounted, satin finish stainless steel, double garment hook. Equipped with a concealed mounting bracket that is secured to a concealed wall plate. For general purpose use throughout the facility to hang various items of apparel.	10 28 00
Dispenser, Toilet Tissue, SS, 2-Roll, Surface Mntd	AR	CC	A concealed surface mounted, double roll, satin finish stainless steel, toilet tissue dispenser. Unit accommodates two standard-core toilet tissue rolls through 5" in diameter. Spindles are chrome plated plastic with a heavy-duty internal spring and turn freely for non-controlled delivery. For general purpose use in restrooms.	10 28 00
Basket, Wastepaper, Round, Metal	AR	VV	Round wastepaper basket, approximately 18" high X 16" diameter. This metal unit is used to collect and temporarily store small quantities of paper refuse in patient rooms, administrative areas and nursing stations.	
Lavatory, Vitreous China, Slab Type	AR	CC	Wall mounted, slab type, vitreous china, lavatory (approximate bowl size 7"x15"x10") with: faucet holes on 4" centers; gooseneck spout; wrist blade handles; and grid strainer. It shall be suitable for use in clinics, offices, washrooms or patient care area.	22 40 00
At a minimum staff restroom will meet all ADA requirements for lavatories, sinks and doors.				
Lavatory, Wheelchair, 7x20x27	AR	CC	Wheelchair lavatory. Shall be made of vitreous china and accessible to wheelchair bound patients and visitors. Unit is equipped with wrist control handles. Used throughout the facility in handicapped access restrooms.	22 40 00
Toilet, Wall Hung, Siphon Jet	AR	CC	Siphon jet water closet/ toilet. This unit is wall hung with an elongated bowl, top spud flush valve, seat with open front and check hinge, and carrier. Used throughout the health care facility in restrooms.	22 40 00

5.12.3 RECEIVING AND ISSUE (1 x 2953 sf)

Telecommunication Outlet	1	CC	Telecommunication outlet location.	27 31 00
Telephone, Wall Mounted, 1 Line, With Speaker	1	CC	Telephone, wall mounted, 1 line, with speaker.	27 31 00
Scale, Roll On, or Built In, 2000 Pound Capacity	1	CC	Built-in or roll on scale with a 2000 pound capacity. Unit consists of a flush scale, floor mounted, and wall mounted display. The platform can be left exposed or covered with carpet. For use in food service or the laundry.	
Counter, Reception Control, Built-In	1	CC	Counter, control, inpatient, built-in. Consists of two 18" wide base cabinets with two drawers and file drawer, two 30" wide pencil drawers and two 18" wide base cabinet with four drawers. The countertop shall be a composition of wood particle core with plastic laminate surface having a hard smooth surface finish, standard thickness of 1" and a 4" butt backsplash/curb. Pricing based on a 30"	
Workstation, L-Shaped w/Peninsula, Free Std, 76x72	1	VV	This section will provide a whole work station typical to quickly plan work areas in clinical or administrative spaces. There will be a price decrease if typical work stations are used with vertical hanging strips instead of panels. THIS TYPICAL INCLUDES: 1 solid panel, 85"H (2159mm) x 48"W (1219mm); 1 solid panel, 85"H (2159mm) x 30"W (762mm); 2 solid panels, 47"H (1194mm) x 24"W (610mm); 2 panel connectors, 2-way corner, 85"H (2159mm); 1 panel-to-panel connector; 2 finished end hardware; 1 cantilevered work surface, 48"W (1219mm); 1 peninsula work surface, 72"W (1829mm); 1 lockable flipper unit, 48"w (1219mm); 1 lockable flipper unit, 30" W (762 mm); 1 shelf, storage/display, 48"W (1219mm); 1 shelf, storage/display, 30"W (762 mm); 1 light, 48"W (1219mm); 1 light, 30"W (762mm); 1 tack board, 48"W (1219mm); 1 tool rail, 30"W (762mm); 1 paper tray; 1 diagonal tray; 1 adjustable keyboard tray; 1 mobile pedestal, box/file.	
Chair, Side With Arms	1	VV	Upholstered side chair, 32" high X 21" wide X 23" deep with arms, padded seats and padded backs. Seat height is a minimum of 17". Available with or without sled base.	
Chair, Swivel, High Back	1	VV	Highback contemporary swivel chair, 41" high X 23" wide X 23" deep with five (5) caster swivel base and arms. Chair may be used at desks or in conference rooms. Back and seat are foam padded and upholstered with either woven textile fabric or vinyl.	
Cabinet, Filing, Lateral, Half Height	1	VV	Half height two (2) or three (3) drawer lateral filing cabinet, 28" high X 42" wide X 18" deep with recessed handles, locking device and drawer label holders. Drawers are adaptable to either letter or legal size materials.	
Cart, Trash	1	VV	Heavy duty trash cart, 42" high X 74" wide X 34" deep with two (2) solid non-marking rubber roller bearing wheels, two (2) swivel casters, 2000 pound capacity and tilt mechanism.	
Table, Work, 2 Drawer	1	VV	Work table approximately 32" high X 72" wide X 30" deep with two drawers and a hard wood top.	

Cabinet, Storage, Safety, Built-In, Vented	1	CC	Safety storage cabinet. This unit is of double steel wall construction, with vented grounding attachment, raised leak proof door sill, and adjustable shelving. Equipped with two doors and three-point key lock. The construction meets standards set by OSHA and NFPA Code 30 requirements. Designed for storage of flammable type liquids. The cabinet fits into a laboratory casework configuration and its ventilation ports are in the back to leave the counterspace free. The cabinet requires ventilation ducting and an exhaust fan as part of the HVAC (heating, ventilation and air conditioning) system.	11 53 53
Shelving, Storage, Wire, CRS, w/Adjustable Shelves	1	VV	Stationary, wire, shelving unit. Unit has fully adjustable shelves constructed of stainless steel. For use in general purpose storage areas. Shelving is provided in various sizes and configurations. Price provided is for a unit approximately 74"H x 18"D x 48"W with four shelves.	

5.12.4 RECEIVING DOCK (1 X 458SF)

Leveler, Dock	4	CC	Unit attaches to the face of the dock for easy installation. It consists of a counterbalance lip that can be extended to rest on the bed of the trailer for loading and unloading of merchandise. When the trailer departs, the lip will automatically retract behind the bumper face. Size will vary depending on the application.	
Curtain, Air	4	CC	Air curtain. The unit is generally fabricated to size for operation. This unit is used at entrances and docks to prevent cold and humid or dry and hot air from entering through openings which are exposed to weather conditions. The database pricing reflects an unheated air door 6-1/2' wide with a 3" or 6" deep discharge nozzle to cover a standard two-door width entry. Some units run on 120V power; refer to the manufacturer's specifications for the model chosen. Larger width and industrial duty air doors are available.	

5.12.5 STORAGE GENERAL AND MEDICAL (1x 5906 SF)

No additional requirements

5.12.6 OFFICE GIP MANAGER (5 X 56 SF)

Telecommunication Outlet	1	CC	Telecommunication outlet location.	27 31 00
Telephone, Desk, With Speaker	1	CC	Telephone, desk, with speaker.	27 31 00
Hook, Garment, Double, SS, Surface Mounted	1	CC	A surface mounted, satin finish stainless steel, double garment hook. Equipped with a concealed mounting bracket that is secured to a concealed wall plate. For general purpose use throughout the facility to hang various items of apparel.	10 28 00

Workstation, L-Shaped w/Peninsula, Free Std,	1	VV	<p>This section will provide a whole workstation typical to quickly plan work areas in clinical or administrative spaces. There will be a price decrease if typical work stations are used with vertical hanging strips instead of panels. THIS TYPICAL INCLUDES: □</p> <ul style="list-style-type: none"> 1 solid panel, 85"H (2159mm) x 48"W (1219mm); □ 1 solid panel, 85"H (2159mm) x 30"W (762mm); □ 2 solid panels, 47"H (1194mm) x 24"W (610mm); □ 2 panel connectors, 2-way corner, 85"H (2159mm); □ 1 panel-to-panel connector; □ 2 finished end hardware; □ 1 cantilevered work surface, 48"W (1219mm); □ 1 peninsula work surface, 72"W (1829mm); □ 1 lockable flipper unit, 48"W (1219mm); □ 1 lockable flipper unit, 30" W (762 mm); □ 1 shelf, storage/display, 48"W (1219mm); □ 1 shelf, storage/display, 30"W (762 mm); □ 1 light, 48"W (1219mm); □ 1 light, 30"W (762mm); □ 1 tack board, 48"W (1219mm); □ 1 tool rail, 30"W (762mm); □ 1 paper tray; □ 1 diagonal tray; □ 1 adjustable keyboard tray; □ 1 mobile pedestal, box/file.
Bookcase, 3 Shelf	1	VV	Freestanding open metal shelf book case, approximately 60" high X 36" wide X 18" deep with three (3) adjustable shelves and four (4) non-marking floor glides.
Chair, Side With Arms	1	VV	Upholstered side chair, 32" high X 21" wide X 23" deep with arms, padded seats and padded backs. Seat height is a minimum of 17". Available with or without sled base.
Chair, Swivel, High Back	1	VV	Highback contemporary swivel chair, 41" high X 23" wide X 23" deep with five (5) caster swivel base and arms. Chair may be used at desks or in conference rooms. Back and seat are foam padded and upholstered with either woven textile fabric or vinyl.
Cabinet, Filing, Lateral, Half Height	1	VV	Half height two (2) or three (3) drawer lateral filing cabinet, 28" high X 42" wide X 18" deep with recessed handles, locking device and drawer label holders. Drawers are adaptable to either letter or legal size materials.
Basket, Wastepaper, Round, Metal	1	VV	Round wastepaper basket, approximately 18" high X 16" diameter. This metal unit is used to collect and temporarily store small quantities of paper refuse in patient rooms, administrative areas and nursing stations.

5.12.7 CUBICLE CLERK (3 X 56 SF)

Telecommunication Outlet	1	CC	Telecommunication outlet location.	27 31 00
Telephone, Desk, With Speaker	1	CC	Telephone, desk, with speaker.	27 31 00
Hook, Garment, Double, SS, Surface Mounted	1	CC	A surface mounted, satin finish stainless steel, double garment hook. Equipped with a concealed mounting bracket that is secured to a concealed wall plate. For general purpose use throughout the facility to hang various items of apparel.	10 28 00
Workstation, Corner Work Surf, Free Stand, 72"	1	VV	THIS TYPICAL INCLUDES: <input type="checkbox"/> 4 Standard Solid Panel <input type="checkbox"/> 2 Panel-to-Panel Connectors <input type="checkbox"/> 1 Panel Connector, 2-Way Corner <input type="checkbox"/> 2 Finished End Hardware <input type="checkbox"/> 1 Cantilevered Corner Work Surface <input type="checkbox"/> 2 Cantilevered Work Surface <input type="checkbox"/> 3 Lockable Flipper Units <input type="checkbox"/> 3 Lights <input type="checkbox"/> 2 Tackboards <input type="checkbox"/> 2 Tool Rails <input type="checkbox"/> 2 Paper Trays <input type="checkbox"/> 1 Diagonal Tray <input type="checkbox"/> 1 Adjustable Keyboard Tray <input type="checkbox"/> 1 Mobile Pedestal, Box/File <input type="checkbox"/> 2 Support Panels	
Bookcase, 3 Shelf	1	VV	Freestanding open metal shelf book case, approximately 60" high X 36" wide X 18" deep with three (3) adjustable shelves and four (4) non-marking floor glides.	
Chair, Side With Arms	1	VV	Upholstered side chair, 32" high X 21" wide X 23" deep with arms, padded seats and padded backs. Seat height is a minimum of 17". Available with or without sled base.	
Chair, Swivel, High Back	1	VV	Highback contemporary swivel chair, 41" high X 23" wide X 23" deep with five (5) caster swivel base and arms. Chair may be used at desks or in conference rooms. Back and seat are foam padded and upholstered with either woven textile fabric or vinyl.	
Cabinet, Filing, Lateral, Half Height	1	VV	Half height two (2) or three (3) drawer lateral filing cabinet, 28" high X 42" wide X 18" deep with recessed handles, locking device and drawer label holders. Drawers are adaptable to either letter or legal size materials.	
Basket, Wastepaper, Round, Metal	1	VV	Round wastepaper basket, approximately 18" high X 16" diameter. This metal unit is used to collect and temporarily store small quantities of paper refuse in patient rooms, administrative areas and nursing stations.	

5.12.8 JANITORS CLOSET (1): As required by owner to maintain space as defined in SFO

- VA will accept this space to be part of a common area, outside of the proposed suite, if the building configuration supports this location.
 Janitors closet is not included in leased space by the VA.

5.01 5.12.9 LIGHTING: INTERIOR AND EXTERIOR

Interior Lighting: The Lessor shall install only super high efficiency/low mercury lamps throughout the premises. Incandescent bulbs shall not be used. Interior fluorescent light systems shall not exceed 2.0 watts/NUSF Usable square foot. Such fixtures in all clinical areas and other work spaces shall be capable of producing and maintaining a uniform light level of 50 foot-candles at working surface height throughout the space unless noted differently in this document for a specific space type. All non-working areas illumination shall meet minimum safety levels of 10 foot-candles. Exceptions to lighting power density requirements stated here may be granted with pre-contract approval by the VA Clinic Director, Contracting Officer or Contracting Officer's Technical Representative (COTR). When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

The following lighting illumination levels will be followed for all non-clinical areas. See VA lighting requirements VA Electrical Design Manual Chapter 6 and Appendix A. See [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMELHOSP.PDF](http://www.cfm.va.gov/til/dmanual/dmelhosp.pdf) :

- Work Surfaces (includes task lighting) 50 ft-candles
- Work Area Ambient Lighting 30 ft-candles
- Telecommunications Room(s)/Closet(s) 50 ft-candles (to be controlled by occupancy sensor)
- Special Purpose Area(s) 75 ft-candles (to be controlled by occupancy sensor)
- Garage Areas (if applicable) 50 ft-candles (to be controlled by occupancy sensor)
- Hallways/Corridors 25 ft-candles
- Conference/Meeting Rooms
 - Fluorescent/LED Lighting 30 - 70 ft-candles (using dimmable fluorescent ballasts or split switching)

- Incandescent Lighting 10 - 30 ft-candles (using split switching, or dimmable incandescent lighting)
- Drafting Areas 50 ft-candles (to be controlled by occupancy sensor)
- High Density Filing Areas 50 ft-candles
- Office Automation Center 30 ft-candles
- Document Processing Center 30 ft-candles
- Restrooms 40 ft-candles (to be controlled by occupancy sensor)
- Parking Lot Areas 1 ft-candle (parking lot and exterior lighting shall be controlled by a programmable timer with an integrated photocell control device)
- Exit Lighting LED type fixtures consuming no more than 2 watts per fixture
- Flagpole Lighting shall be in accordance with flag display protocol

Building entrances and parking areas shall be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved. Photometric calculations shall be provided for all proposed spaces.

Lighting systems shall meet or exceed current energy efficiency requirements defined in state building code for energy efficiency. All fluorescent lighting fixtures shall be energy-efficient, dual electronic ballast type capable of split switching and suited to the application. Instant start ballasts shall be used where the fixtures are turned on and left on all day. Rapid start ballasts shall be used in auxiliary spaces where the fixtures will be turned on and off by occupancy or motion controls. All fluorescent lighting shall be electronically ballasted only. Space lighting power densities shall not be greater than those defined in ASHRAE 90.1-2007. LED, T-8 or T-5 fluorescent lamps shall be provided with a color rendering index (CRI) of 85 and a color temperature of 3500°K. Photometric calculations and space by space lighting power density calculations shall be provided for all proposed lighting designs.

Lighting controls shall minimally include the following functions: on-off switching, programmable time clock based switching. Non-clinical spaces shall include occupancy sensors controls of light fixtures to reduce energy consumption by switching off fixtures in unoccupied areas. All occupancy sensor controls shall include a user override feature. Coordinate all spaces for occupancy sensor control with the VA.

Lighting control technologies shall be installed to effectively combine the use of daylight and fluorescent lighting with daylight sensors and dimmable LED or fluorescent ballasts in open office areas and lobbies with daylight access.

In general, the lighting schemes should avoid high contrast, scalloped patterns, or other visually distracting results.

Exterior Lighting: Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Parking area illumination shall be designed to conform to VA Illuminance standards (on Illuminating Engineering Society (IES) standards. Indoor parking shall have a minimum of 1.0 foot-candles average illuminance and shall be designed based on VA and IES standards. Low pressure sodium fixtures are prohibited. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons. See VA lighting requirements "VA Electrical Design Manual" Chapter 6 and Appendix A. See [HTTP://WWW.CFM.VA.GOV/TIL/DMANUAL/DMELHOSP.PDF](http://www.cfm.va.gov/til/dmanual/dmelhosp.pdf) . Space lighting power densities shall not be greater than those defined in ASHRAE 90.1-2007.

Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.

5.12.10 AUTOMATIC FRONT ENTRANCE DOORS

Automatic doors shall be installed at the main entrance to the building and main entrance to the warehouse. Also any doors leading to warehouse areas, in public passage ways shall have automatic door operators. These operators may vary from entrance door style, due to corridor configuration. Warehouse doors shall be automatic sliding double doors. Doors shall incorporate double mortise locks. Lock sets provided shall be capable of receiving a best core lock.

Sensors shall be motion detector type with:

- Self-contained units mounted on the headers.
- Color to match door package.
- Automatic compensation for line voltage.
- Adjustable for sensitivity and tilt.
- Finish and color shall match remainder of the building
 - If the sliding doors are utilized and accepted as required exits, the doors shall be designed to open manually in the event of a power failure.

5.13.11 FINISH REQUIREMENTS:

- All finishes shall be selected and approved by VA prior to purchase and installation by contractor based on space usage.
- Finish Abbreviations and minimum standards
 - AT Acoustical Ceiling (Tile) – Section 09.30.13 "Acoustical Ceilings"

	24"x24" grid
	Minimum .65 NRC, 40 CAC and/or 180 AC
	Sag resistant
	Inherently Antimicrobial
	Minimum .85 light reflect
	Example: Armstrong Health Zone Optima
CPT	Carpet Tile – Section 09.68.00 “Carpeting”
	Solution Dried
	Made is sustainable/recycled material
	Minimum 28 oz. face weight
	Minimum 1/10 gauge
	Antimicrobial
	Lifetime commercial warranty
	Example: Shaw Knit Tile
CT	Ceramic Tile – Section 09.30.12 “Ceramic/Porcelain Tiling”
	Example: DalTile Sandalo Collection, including accent
LN	Linoleum – Section 09.65.16 “Resilient Sheet Flooring”
	0.100 inch gauge
	Example: Armstrong NATURCote
GWB	Gypsum Wallboard Systems – Section 09.29.00 “Gypsum Board”
PT	Porcelain Tile (Floor and Base) – Section 09.30.12 “Ceramic/Porcelain Tiling”
	Example: Daltile Del Monoco, including accent
RB	Resilient Base (Rubber or vinyl with factory formed inside and outside corners) – Section 09.65.13 “Resilient Base and Accessories”
	Example: Johnsonite Wall Base
RSF	Resilient Sheet Flooring (Chemically Welded Seams) - Section 09.65.16 “Resilient Sheet Flooring”
	Example: Armstrong Timberline or Perspectives
SVT	Solid Vinyl Floor Tile (Luxury Vinyl Tile) - Section 09.65.19 “Resilient Tile Flooring”
	Example: Centiva Contour
WSF	Welded Seam Sheet Flooring (Heat Welded with Rod) - Section 09.65.16 “Resilient Sheet Flooring”
	Example: Armstrong Timberline or Perspectives

- All adhesives sealants, and compound products employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved and shall be antimicrobial with no hazardous vapors and contain no carcinogenic materials. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Acceptable products will be Green Seal approved or VA approved equivalent.
- All paints and coatings will be a green chemical products. Acceptable products will be Green Seal approved or VA approved equivalent. [HTTP://WWW.GREENSEAL.ORG/FINDGREENSEALPRODUCTSANDSERVICES.ASPX](http://www.greenseal.org/findgreensealproductsandservices.aspx)

5.13.16 SUSTAINABLE AND RECYCLING REQUIREMENTS:

All specified products must demonstrate that they are a green product and meet the following characteristics:

1. Utilize sustainable practices to eliminate, minimize, or mitigate adverse environmental impacts
2. Integrate pollution prevention, waste reduction, and natural resource conservation in their manufacturing process
3. Contain sustainable, recycled, and/or recovered material

All supporting documentation is requested at time of selection by VA.

The premises shall include the following recycling features:

- A. Building Recycling Program: The Lessor shall, at all times during the term, provide all labor and receptacles for collection, storage and disposal of (at a minimum) paper, glass, plastics, cardboard/OCC, metals, batteries and fluorescent light bulbs. The Lessor shall provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross square foot) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.
- B. Waste and Diversification Audit: Lessor shall maintain a log of the following information: type of load; load weight; name of hauling service; recycling service or landfill name; and date accepted by recycling service or by landfill. The VA reserves the right to audit the log at any time. Lessor shall conduct a diversification audit every 18 months from the beginning of the lease term.
- C. Waste Storage and Transport: The Lessor shall designate a specific on site area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return. The VA shall keep waste bins and pile areas neat and clean, clearly mark bins for each category of waste, and not commingle non-recyclable waste with materials designated for reuse or recycling. The Lessor shall not permit designated materials to become contaminated or to contaminate site or surrounding areas. The Lessor shall store all chemicals used for building exterior maintenance offsite or in approved chemical storage areas. Only maintenance personnel and facility managers shall have access to chemical storage areas.

- D. Alternative Transportation: The Lessor shall provide bicycle storage (racks) and showering/locker room facilities. The Lessor shall operate, maintain and secure the facility. The Lessor shall establish preferred parking programs for hybrid and alternative fuel vehicles. The Lessor shall establish preferred parking programs for high occupancy (car pools) vehicles.
- E. Green Building Certification: Upon occupancy, the VA and Lessor shall mutually agree to work towards Green Globes CIEB or LEED EB certification of the leased space. See [HTTP://WWW.THEGBI.ORG/](http://www.thegbi.org/) or [HTTP://NEW.USGBC.ORG/](http://new.usgbc.org/) .

5.13.17 LANDSCAPING:

Landscaping and other site amenities must be included as part of this project and maintained by the Lessor.

Site Preservation: Retain and protect as much on-site vegetation as possible and restore degraded areas. Plant native and naturalized shrubs, ground covers, and grasses with water requirements appropriate to the regional to reduce irrigation requirements as well as water pollution from pesticides, herbicides, and fertilizers. Trees should be utilized to shade at least 60% of impermeable surfaces of the property. Plant materials should be utilized to provide food and/or cover for native wildlife species. 100% recycled mulch that is made from shredded pallets and construction waste should be utilized on this project or VA approved equal. The Contracting Officer or designated representative must approve the use of any other material.

Irrigation System Efficiency: The Lessor shall require that irrigation technologies are applied at the lowest rate required to keep plants healthy. Irrigation systems will be fed with captured rainwater, grey water or on-site treated water. Irrigation systems will be controlled by rain gauges or soil moisture sensors to eliminate unnecessary irrigation during or after rain events.

5.13.18 HEATING, VENTILATION & AIR CONDITIONING (HVAC):

The supply system shall minimize energy consumption via capacity reductions achieved through integrated building system design and utilize no CFC ozone-depleting refrigerants. Desiccant technology shall be installed at the air handlers for dehumidification to displace latent cooling load. Heat recovery and economizer capabilities must be included in the HVAC system.

Simultaneous heating and cooling are not permitted.

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

HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced regularly to insure proper balancing and calibration.

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

3.28.1 Temperatures: Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature meeting the space requirements in this document. Office and Warehouse area 75- 70 degrees

3.28.2 Zone Control. Provide individual thermostat control for tenant spaces with control areas not to exceed 1,500 ANSIBOMA office area square feet. Interior spaces must be separately zoned from perimeter spaces. 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.

3.28.3 Humidity: Heating and air conditioning systems shall provide and maintain an inside automatically controlled humidity meeting the space requirements in this document. Office and Warehouse %RH max 60 in cooling season and shall be no less than 25% during the heating season in all areas that are mechanically cooled and heated. Reduction or elevation of humidity levels will not be allowed to compensate for inadequate building envelope design.

3.28.4 Ventilation: Heating and air conditioning systems shall provide and maintain an inside automatically controlled ventilation and exhaust levels meeting the space requirements in this document. The HVAC systems shall maintain ventilation and exhaust space requirements defined as minimum total ACH 4. Minimum outside air ACH 2. In cases where specific requirements are not defined, the ventilation system must provide indoor air quality of not more than 700 ppm CO₂ while meeting the recommendations of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62, current revision. All air intakes shall be located to preclude the introduction of exhaust air from all exhaust and contaminated air sources (10 feet minimum distance required). Use of an economizer package allowing up to 100% outside air is acceptable provided all other conditions of temperature and humidity are met. Increased ventilation and dedicated outside make up air shall be supplied to areas with high

indoor air pollution potential which shall be provided with separate air exhausts to the exterior of the building. Exhaust fans shall not exceed a 35 NC factor. These areas include rest rooms, lunch room, laboratories, copier rooms, service bays, garage areas and other special function spaces as defined by the VA.

3.28.5 Filtration: All heating, ventilation and air conditioning systems shall filter air through pleated, polyester pre-filters of a minimum 2-inch thickness and 30% efficiency that meet a MERV 8 rating. The pre-filter shall be installed in the system in a location that all air handled by the system will pass through the pre-filter prior to distribution into the work areas and public areas. Where defined in the space definitions, additional HEPA filtration shall be installed. All filters shall be replaced by the Lessor on a monthly schedule or more often as dictated by the operating conditions. During replacement operations, the HVAC system shall be completely shut off to avoid the distribution of unwanted particulate through the system.

3.28.6 Cooling and heating coil maintenance: All heating and cooling coils shall be annually inspected, cleaned and maintained by the Lessor. During maintenance, the HVAC system shall be completely shut off to avoid the distribution of unwanted particulate through the system.

Upon request, the Lessor shall furnish records of compliance to HVAC system maintenance requirements.

3.28.6 HVAC Controls: The building shall have a building automation/energy conservation system. HVAC controls shall recognize logical zoning and use patterns to maximize energy efficiency through thermal zoning and the ability to efficiently space condition when the facility is partially occupied. The system must be able to support the building use dates and times as dictated by the agency and shall have a manual, auto-resetting override for use by employees if needed for overtime work, Saturday, Sunday or holiday work. In general but subject to change at the sole discretion of the VA, the building will need to be at designated operating conditions five (5) days per week from 7:00 AM to 5:30 PM. A setback will be allowed during non-occupied periods subject to the above override conditions.

Lessor shall install a direct digital control system to accomplish building system monitoring, energy management, and work space environmental management. All system sensors, actuators, graphics and systems reports shall be available to the VA through a linking system gateway or other interface which allows the VA to acquire monitoring data only. The Lessor shall ensure that the gateway or interface ensures compatibility with VA hardware and software configurations.

3.28.7 Pressure Differentials: The pressure maintained in the building shall be positive relative to the outside to prevent the infiltration of air.

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

5.13.19 PLUMBING/UTILITIES:

All plumbing and utilities shall meet the current plumbing and building codes of the municipality within which the facility is located. In no instance will grandfathering of nonconforming plumbing or utilities be allowed. ALL PLUMBING AND UTILITIES SHALL MEET CODES AS DESIGNATED FOR NEW CONSTRUCTION.

Water Conserving Plumbing Fixtures: Unless defined differently in the space specifications of this document, all plumbing fixtures and accessories must be in compliance with EPA Act of 1992. The Lessor shall limit flow rates to 2 gpm for lavatory and multipurpose faucets and 2.5 gpm for kitchen faucets (at 80 psi). Lessor shall limit flow rates to 2.4 gpm for showerheads (at 80 psi). The Lessor shall limit maximum flush volume to 1.6 gallons for toilets. The VA shall establish usage reporting protocols with Lessor.

All domestic hot water systems shall be located not more than 35 feet from furthest point of use, shall have an energy factor of at least 0.95, and shall be equipped with an external or internal heat trap on all inlets and outlets. All water heaters shall initially be set at 110°F unless noted differently in the space specifications for clinical requirements.

In addition to the hot, cold and waste water systems required by code, the Lessor shall provide floor drains in specific areas as approved by the VA Contracting Officer or designated representative.

Separate Tenant Space Metering: The Lessor shall ensure that from the commencement date the Premises are separately metered for electricity (with the meters being digital electricity meters), gas and water services (both hot and cold). The Lessor shall ensure that the meters have an accuracy class suitable for customer billing and the meter register is readily accessible for billing. The Lessor agrees that:

- (i) management of the meters will reside with the VA on installation, if desired
- (ii) The VA is entitled to purchase its own electricity.

The Lessor is encouraged to purchase at least 50% of the VA tenant's electricity from renewable sources.

5.14 OTHER SPECIAL REQUIREMENTS:

5.14.1 SIGNAGE:

- Corridor directional signs will be provided and installed by the lessor at designated locations throughout the building.
- Room identification shall be provided and installed adjacent to office and clinical entrances. The signage shall comply with the attached signage specifications.
- An exterior sign indicating the following will be furnished and installed by the lessor for the front of the building. The sign shall be freestanding and mounted perpendicular to the front street. It shall be configured of aluminum and bronze in color or other selected material by the VA. It shall be a minimum of 7' (foot) wide by 4' (foot) high and the "DOUBLE-SIDED" lettering and numbers shall be a minimum of 10" (inches). The street number shall be reflected on the approved sign. The sign shall be at least 36" (inches) above the ground to its lowest height. The location of the sign shall be established by the VA in the final design layout of the intended VA space.
- All signage shall comply with ADA and OSHA requirements.

5.14.2 EXTERIOR SIGNAGE: The Lessor shall provide and install an exterior sign indicating "Louis A. Johnson Department of Veterans Affairs Warehouse" in front of the building. The VA shall provide standards for signage and the lessor shall provide a shop drawing for review and approval prior to fabrication. See section 4.2 for additional information.

5.14.3 INTERIOR SIGNAGE: Door identification and interior directional signage required to direct staff, or visitors from ground level entrance to the warehouse space shall be provided. The VA shall provide standards for signage to the Lessor. See section 4.2 for additional information.

5.14.4 SECURITY: The Lessor shall provide all security requirements as required for the space type. Specific guidance regarding VHA security requirements by building type is available at [HTTP://WWW.CFM.VA.GOV/TIL/SPCLRQMTS.ASP#PHS](http://www.cfm.va.gov/til/spclrqmts.asp#PHS)

5.14.5 12-MONTH EXTENSION CLAUSE (DEVIATION): Where funds are available, the VA has the option to extend this lease for one 12-month extension period at the stated price of the initial 5-year lease term. However, this 12-month extension option shall not be exercised, nor legal liability on the part of the Government arises for the payment of any money until and unless authorized by the VA Contracting Officer.

5.14.6 INSULATION: In all its procurement documents for renovations to the premises, the Lessor shall require that any insulation provided for the renovations must contain the minimum percentage of postconsumer paper or recovered material as shown below for the applicable product:

MATERIAL TYPE	PERCENTAGE BY WEIGHT
Cellulose Loose-fill and spray on paper	75% postconsumer
Perlite composite board paper	23% postconsumer
Plastic rigid foam, polyisocyanurate/ polyurethane:	
Rigid Foam	9% postconsumer or recovered material
Foam-in-place	5% postconsumer or recovered material
Glass ridge foam	6% postconsumer or recovered material
Phenolic ridge foam	5% postconsumer or recovered material
Rock wool	75% postconsumer or recovered material

The Lessor shall require the contractor to provide the LESSOR with documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of post consumer paper or recovered material as appropriate.

5.14.7 PRIVACY TRAINING:

- A. VA Privacy and Information Security Awareness Course must be completed by all contractors and subcontractor employees assigned to VA accounts prior to delivery of service and annually thereafter.
- B. To complete the training modules:
 - a. Access courses electronically through EES at the following website: <https://www.ees-learning.net/librix/loginhtml.asp?v=librix>.
 - i. After you have gained access to the site, follow procedures to register if you are new user, login using your username and password
 - ii. Click "Available Courses" (left hand column)
 - iii. Enter FY11 in the "Keyword" from the Advanced Search section (center of page)
 - iv. Click "Search"
 - v. Select VA Privacy and Information Security Awareness and Rules of Behavior FY 11.
 - vi. Print the training certificate at the end of the session or;
 - vii. Review the text version of the training modules and complete the certificates found at the end of the training modules.
- C. The contractor shall provide to the VA COTR a copy of the completed training certificate(s).

5.15 References and Code Requirements:

- A. The Lessor shall design and construct the building and site work in accordance with this solicitation, all applicable Federal regulations, local Building and Zoning Codes and ordinances, and applicable utility company requirements. The term "local building and zoning codes and ordinances," or similar text, shall be understood to mean the current codes and regulations as approved and administered by Authorities Having Jurisdiction (AHJ) at the project location at the time of permitting. Where there is a conflict between the various codes or standards, the most stringent shall apply.
- B. The Public Buildings Amendment Act of 1988, Public Law (Pub. L.) 100-678 requires Federal agencies to follow national recognized "model" building codes. The Federal Participation in the Development and Use of Voluntary Standards, Office of Management and Budget (OMB) Circular A-119, requires all executive agencies to rely on voluntary standards, both domestic and international, whenever feasible, and to participate in voluntary standard bodies. As a Federal agency, VA is required to comply with Executive Orders. VA has adopted the following codes and standards as a minimum for all projects performed in the modernization, alteration, addition, or improvement of its real property and the construction of new structures. Applicable requirements have been incorporated in this Solicitation for Offers:
- Air Conditioning Contractors of America Manual N for Commercial Load Calculations 5th Edition.
 - AIA/FGI (American Institute of Architects/Facility Guidelines Institute):Guidelines for Design and Construction of Healthcare Facilities2006
 - ANSI/ASHRAE Standard 62.1 – Ventilation for Acceptable Indoor Air Quality 2007 (subject to revision)
 - ANSI/ASHRAE Standard 90.1 – Energy Standard for Buildings except Low-Rise Residential Buildings (Use ASHRAE Standard 90.1 – 2004 for computing energy benchmark. 2007 (subject to revision ANSI/ASHRAE Standard 15 – Safety Standard for Refrigeration Systems (subject to revision) shall be used for all minimum energy efficiency standards.
 - ANSI/ASHRAE Standard 170 – Ventilation of Healthcare Facilities 2008
 - Architectural Barriers Act Accessibility Standards (ABAAS, 36 CFR Part1191)2004
 - ASHRAE Handbook of Fundamentals 2005
 - ASHRAE Handbook of Refrigeration 2006
 - ASHRAE Handbook of Applications 2007
 - ASHRAE Handbook of Systems and Equipment 2008
 - ASME Boiler and Pressure Vessel Code 2007
 - ASME Code for Pressure Piping 2004**CODES / STANDARDS EDITION**
 - ASPE Data Book, Volume 1: Fundamentals of Plumbing Engineering 2004
 - ASPE Data Book, Volume 2: Plumbing Systems 2004
 - ASPE Data Book, Volume 3: Special Plumbing Systems 2004
 - Building Code Requirements for Reinforced Concrete, American Concrete Institute and Commentary (ACI 318) 2008
 - Illuminating Engineering Society (IES), The Lighting Handbook 10th edition.
 - International Building Code (IBC), with the exception of Chapter 10, unless locally adopted2009
 - International Energy Conservation Code (IECC) 2009
 - International Fuel Gas Code (IFGC) 2009
 - International Mechanical Code 2006
 - International Plumbing Code (IPC) 2009
 - Manual of Steel Construction, Load and Resistance Factor Design
 - Specifications for Structural Steel Buildings, American Institute of Steel Construction (AISC) 2005
 - NFPA 101 – Life Safety Code 2009
 - All Remaining NFPA National Fire Codes with the exception of NFPA 5000and NFPA 900
 - Current as published in May 2009
 - National Standard Plumbing Code (NSPC) 2006
 - Occupational Safety & Health Administration (OSHA) Standards (Healthcare) 2004
 - Safety Code for Elevators and Escalators, American Society of Mechanical Engineers (ASME) A 17.1 2007
 - Safety Standard for Refrigeration Systems – ASHRAE Standard 15 2007
 - SMACNA – HVAC Duct Construction Standards: Metal & Flexible 2005, 3rdEdition
 - SMACNA – HVAC Air Duct Leakage Test Manual 1985
 - VA Barrier Free Design Guide, PG-18-13 2007
 - US Pharmacopeia (USP) Revised General Chapter <797> Pharmaceutical Compounding-Sterile Preparations2008
 - VA Physical Security Design Manual – Life-Safety Protected 2007
 - VA Seismic Design Requirements, H-18-8 2008
 - VHA National CAD Standard Application Guide 2006

CODES / STANDARDS EDITION

- C. NFPA 101 primarily addresses life safety and fire protection features, while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, seismic stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 in order to comply with the accreditation requirements of the Joint Commission. Therefore, designs shall comply with the requirements of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the IBC.
- D. Should a conflict exist between VA requirements and VA-adopted nationally recognized codes and standards, the conflict shall be brought to the attention of VA. The resolution of the conflict shall be made by the authority having jurisdiction for VA to ensure system-wide

5.16 MANDATORY PROVISIONS FOR ENERGY CONSERVATION

Federally mandated statutory requirements for energy conservation are also applicable to the leased facilities. These requirements include: (1) *Federal Leadership in High Performance and Sustainable Buildings: MOU (Memorandum of Understanding) Dated November 2006*. This document was signed by 21 Federal Agencies under the Federal Leadership in High Performance and Sustainable Buildings. The stated goals and objectives of the MOU are:

- A. New Construction and Major Renovation: Reduction in the Energy Cost Budget by 30% over the Baseline performance rating of ASHRAE Standard 90.1 – 2004.

Reduction in the energy cost budget shall be implemented as the reduction in energy consumption measured as and energy usage index (EUI) number in BTU (British Thermal Units) square foot/year. Savings for major renovations will be stated relative to pre-renovations 2003 baseline levels. Savings for new construction will be stated relative to an ASHRAE 90.1-2004 baseline building energy usage using Energy Cost Budget Method simulation methodology as detailed in Chapter 11 of ASHRAE 90.1-2004 shall be employed by a Certified Energy Manager (CEM), Building Energy Performance Analyst (BEPA) or equivalent energy engineering professional approved by the VA. Documentation confirming this energy performance of the proposed building or major renovation shall be provided to the VA.

For major renovations, the proposed building design shall reduce the energy cost budget by 20% below pre-renovations 2003 baseline levels. It is assumed that the use of the facility shall remain similar before and after the renovation.

In the event pre-renovation 2003 baseline data is not available, the A/E shall calculate the energy savings of the final, installed renovation design as compared to ASHRAE 90.1-2004 baseline levels. The term "major renovation" shall meet the following two guidelines:

- i. Area of renovation is greater than 50% of the total area.
- ii. A project is planned that significantly extends the building's useful life through alterations or repairs and totals more than 30% of the replacement value of the facility.

Additional issues addressed by MOU are:

- a. Commissioning: For the leased facilities, commissioning of the mechanical and other building systems shall be implemented to verify the intent of the design by inspecting and testing the systems.
 - b. Measurements and Verification: Per DOE Guidelines issued under section 103 of the Energy Policy Act of 2005 (EPAct), install building level utility meters in new major construction and renovation projects to track and continuously optimize performance. MOU mandates that the actual performance data from the first year of operation should be compared with the energy design target. After one year of occupancy, measure all new major installations using the Energy Star® Benchmarking Tool for building and space types covered by ENERGY STAR® or FEMP-designated equipment.(2) Energy Policy Act (2005): DOE issued mandatory energy conservation guidelines as the final rule for implementing provisions of EPAct 2005.(3) Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management Mandatory energy conservation guidelines are also reiterated in the above Executive Order DOE has mandated that a new Federal building must be designed to achieve an energy consumption level that is at least 30% below the level achieved under Standard 90.1-2004, if life-cycle cost-effective.
 - c. Life-Cycle Cost (LCC) Analysis (Requirements): If additional 30% reduction in energy consumption were not life-cycle cost-effective, the A/E must evaluate alternate designs at successive decrements (25%, 20%, or lower) in order to identify the most energy efficient design that is life-cycle cost-effective. And in so doing, all readily available energy conservation measures, with which the industry is generally familiar, should be considered and evaluated.

DOE further stipulates that the "agencies must estimate the life-cycle costs and energy consumption of the planned building as designed and an otherwise identical building just meeting the minimum criteria set forth in the applicable baseline ASHRAE or IECC standard."This measure is meant to demonstrate and record the mandated compliance and the extent of it.
 - d. Life-Cycle Cost Analysis (Methodology): LCC shall be performed in accordance with the procedure outlined by the Department of Energy (DOE) in the National Institute of Standards and Technology (NIST) Handbook 135 dated February 1996 (or the latest version) – Life-Cycle Costing Manual for the Federal Energy Management.
- B. Existing Space: The Lessor shall provide documentation of the energy consumption of the energy performance of the existing tenant space or a space that has been renovated to a minor degree. The term "minor renovation" shall meet the following two guidelines:
- i. Area of renovation is less than 50% of the total area.
 - ii. A project is planned that extends the building's useful life through alterations or repairs and totals less than 30% of the replacement value of the facility.

The following performance standards shall be met for an existing space or a space that has underwent a minor renovation:

- a. Energy Budget: The leased space energy consumption shall be stated Btu/square foot/year. The energy use of the space shall be 20% below pre-renovations 2003 baseline levels. Documentation confirming this performance shall be provided to the VA in one or more of the following forms:
 - i. 36 months of consecutive utility billing records for the space that demonstrates the average annual energy usage index numbers demonstrating building energy performance in the upper 25th percentile of the ENERGYSTAR's Portfolio Manager building ratings for the building type. See [HTTPS://WWW.ENERGYSTAR.GOV/ISTAR/PMPAM/](https://www.energystar.gov/istar/pmpam/)
 - ii. Energy engineering calculations verifying the space energy consumption completed by a CEM, BEPA or equivalent energy engineering professional approved by the VA. Calculations shall follow the Energy Cost Budget Method simulation methodology as detailed in Chapter 11 of ASHRAE 90.1-2004 to demonstrate space energy savings or use the USDOE National Building Energy Codes Program's COMcheck energy code compliance tool to demonstrate energy savings. See [HTTP://WWW.ENERGYCODES.GOV/COMCHECK](http://www.energycodes.gov/comcheck) or [HTTPS://ENERGYCODE.PNL.GOV/COMCHECKWEB/](https://energycode.pnl.gov/comcheckweb/).
- b. Lighting Budget: The leased space shall consume 0.9 watts/square foot or less of electrical energy for ambient lighting or as noted otherwise in the space specifications for clinical spaces.
- c. HVAC cooling system: HVAC system's aggregate cooling capacity shall not exceed one ton refrigerant cooling capacity per 600 square feet of conditioned space. HVAC equipment capacities shall comply with and be verified by an Air Conditioning Contractors of America (ACCA) Manual N HVAC commercial load calculation (latest addition). A copy of the Manual N calculations performed and contact information for contractor/engineer who performed the analysis for the space shall be furnished to the VA. See <http://www.acca.org/>.
- d. Glazing: The indoor surface temperature of glazing shall not be less than 62°F when the outdoor temperature is 20°F.
- e. Interior Surfaces: The indoor surface temperature of opaque wall surfaces shall not be less than 70°F. when the outdoor temperature is 20°F.
- f. Ventilation: The ventilation system must provide air to the desk with less than 700 ppm CO2 during hours of occupancy unless noted differently in the space specification.
- g. Indoor Temperatures: The indoor temperature at the workspace shall be user controlled at 73°F. +/-2°F with building setback capability during non-operational hours unless noted differently in the space specification.
- h. Cooling Humidity: The indoor relative humidity shall not exceed 45% during the cooling season at established design conditions unless noted differently in the space specification.
- i. Heating Humidity: The indoor relative humidity shall be no less than 25% during the heating season at established design conditions unless noted differently in the space specification.