



Department of
Veterans Affairs

**VA REQUEST
FOR LEASE
PROPOSAL
NO.
VA262-15-R-0987
CHULA VISTA, CA**

**Offers due by
7/27/2014
2:00PM PST**

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than 2:00PM PST 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.

**STANDARD RLP
GSA FORM R101C (09/13)**

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REQUEST FOR LEASE PROPOSALS NO. VA262-15-R-0987

July 14, 2015
STANDARD RLP GSA FORM R101C (September 2013)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (JUN 2012) (AMENDED)

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

B. Included in the RLP documents is a lease form (GSA Form L201C) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364C-STANDARD) 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. Complete and initial the lease form (GSA Form L201C).

C. Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data into the U.S. Government Lease for Real Property (SF2) form, and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Contracting Officer (CO).

D. The executed SF2 shall constitute a firm offer. No Lease shall be formed until the CO executes the U.S. Government Lease for Real Property (SF2) and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM AND OCCUPANCY DATE (SEP 2013) (AMENDED)

A. The Government is seeking up to **9,999** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF) to a maximum of **13,499** Rentable Square Feet (RSF) of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

B. The Space shall be located in a modern quality Building of sound and substantial construction with a facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition and acceptable to the CO. If not a new Building, the Space offered shall be in a Building that has undergone, or will complete by occupancy, modernization or adaptive reuse for the Space with modern conveniences;

C. The Government requires a minimum of **45** parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

D. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

E. 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.). If the Government chooses to provide vending facilities, 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.

F. **The lease term shall be up to 5 years, 3 Years 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 **180 days'** prior written notice.

G. Occupancy is required in accordance with the schedule outlined in the Schedule for Completion of Space paragraph under the Lease.

1.03 AREA OF CONSIDERATION (JUN 2012)

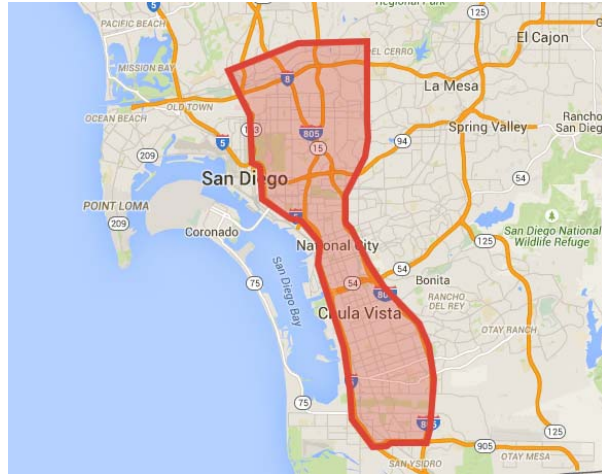
The Government requests Space in an area bounded as follows:

North: Up to one (1) mile north of Interstate 8 (I-8) Highway

South: California State Route 905 (SR 905)

East: Up to two (2) miles east of Interstate 15 (I-15) until Interstate 805 (I-805) and Interstate 805 (I-805)

West: California State Route 163 (SR 163) and Interstate 5 (I-5) Freeway



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

1.04 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (SEP 2013)

A. **INSIDE CITY CENTER:** Space shall be located in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements. A variety of inexpensive or moderately priced fast-food and/or eat-in restaurants shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile of the employee entrance of the offered Building, as determined by the CO. Other employee services, such as retail shops, cleaners, and banks, shall also be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile of the employee entrance of the offered Building, as determined by the CO. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ½ mile, as determined by the CO. Alternatively, two or more public or campus bus lines usable by tenant occupants and their customers shall be located within the immediate vicinity of the Building, but generally not exceeding a walkable ¼ mile, as determined by the CO. Amenities must be existing or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

1.05 LIST OF RLP DOCUMENTS (SEP 2013)

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

DOCUMENT NAME	No. OF PAGES	EXHIBIT
GSA Form L201C, Lease No. VA262-15-L-0170	36	
Agency's Special Requirements, Dated 12.03.13	11	
GSA Form 3516, Solicitation Provisions	5	A
GSA Form 3517B, General Clauses	47	B
Proposal to Lease Space (GSA Form 1364C)	4	C
GSA Form 1217, Lessor's Annual Cost Statement	2	D
GSA Form 3518 Representations and Certifications	10	E
GSA Form 12000 for Pre-lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	6	F
Certification of Seismic Compliance	1	G
ADA Certification	1	H
Pre-Lease Building Security Plan	6	I
Safety and Environmental Management Checklist	4	J
Infection Control Risk Assessment Guidelines	10	K

1.06 AMENDMENTS TO THE RLP (JUN 2012)

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

1.07 LEASE DESCRIPTION (SEP 2013)

Offerors 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:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- E. Security Requirements
- F. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a fully serviced Lease. Rent will be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF 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.

Unless the Government prepares Design Intent Drawings (DIDs), after award 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 and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

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.

1.08 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.

1.09 INTENTIONALLY DELETED

1.10 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011)

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

1.11 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.

1.12 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

Contracting Officer:

CO: Amanda Simmons
Address: 6900 North Pecos Road, Bldg. 5, North Las Vegas, Nevada 89036
Office Phone: (702) 791-9000 Ext. 18930
Fax: (702) 791-9110
Email Address: Amanda.Simmons2@va.gov

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

Alternate Government Contact:

POC: Krista Lestina
Address: 4811 Airport Plaza Drive, Suite 150, Long Beach, CA 90815
Office Phone: (562) 766-2246
Fax: (562) 346-1703
Email Address: Krista.Lestin@va.gov

1.13 INTENTIONALLY DELETED

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

2.01 EFFICIENCY OF LAYOUT (AUG 2011)

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

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 rentable square footage offered, if it does not exceed the maximum rentable square footage in this RLP offer package. If the Offeror is already providing the maximum rentable square footage 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 CO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

2.03 INTENTIONALLY DELETED

2.04 SEISMIC SAFETY – HIGH SEISMICITY (SEP 2013)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. 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 must not be considered. If none of the offers is in compliance with the Standards, the CO 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.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a representation that the Premises will be in a one-story Building of steel light frame or wood construction with less than 3,000 ABOA SF of space in the Building (Seismic Form D).
 2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 5. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
 6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The CO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the CO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
- D. **Definitions.** For the purpose of this paragraph:
- “ASCE/SEI 31” means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
 - “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
 - “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
 - “Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
 - “RP 8” means “Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8),” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from [HTTP://WWW.WBDG.ORG/CCB/NIST/NIST_GCR11_917_12.PDF](http://www.wbdg.org/ccb/NIST/NIST_GCR11_917_12.PDF)
 - “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
 - “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
 - “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
 - “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
 - “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

2.05 HISTORIC PREFERENCE (SEP 2013)

A. The Government will give preference to offers of Space in Historic Properties and/or Historic Districts following this hierarchy of consideration:

1. Historic Properties within Historic Districts.
2. Non-historic developed sites and non-historic undeveloped sites within Historic Districts.
3. Historic Properties outside of Historic Districts.

B. Definitions:

1. Determination of eligibility means a decision by the Department of the Interior that a district, site, Building, structure or object meets the National Register criteria for evaluation although the Property is not formally listed in the National Register (36 CFR 60.3(c)).

2. Historic District means a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, Buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history (36 CFR 60.3(d)). The Historic District must be included in or be determined eligible for inclusion in the National Register of Historic Places (NRHP).

3. Historic Property means any prehistoric or Historic District, site, Building, structure, or object included in or been determined eligible for inclusion in the NRHP maintained by the Secretary of the Interior (36 CFR 800.16(l)).

4. National Register of Historic Places means the National Register of districts, sites, buildings, structures and objects significant in American history, architecture, archeology, engineering and culture that the Secretary of the Interior is authorized to expand and maintain under the National Historic Preservation Act (36 CFR 60.1).

C. The offer of Space must meet the terms and conditions of this RLP package and its attachments. The CO has discretion to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this RLP package to maintain the historical integrity of an Historic Building, such as high ceilings and wooden floors, or to maintain the integrity of an Historic District, such as setbacks, floor-to-ceiling heights, and location and appearance of parking.

D. When award will be based on the lowest price technically acceptable source selection process, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within an Historic District is offered, or the 10 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic, developed, or undeveloped site within a Historic District is offered, or the 2.5 percent preference does not result in such property being the lowest price technically acceptable offer, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

E. When award will be based on the best value tradeoff source selection process, which permits tradeoffs among price and non-price factors, the Government will give a price evaluation preference, based on the total annual ABOA SF present value cost to the Government, to Historic Properties as follows:

1. First, to suitable Historic Properties within Historic Districts, a 10 percent price preference.
2. If no suitable Historic Property within a Historic District is offered or remains in the competition, the Government will give a 2.5 percent price preference to suitable non-historic developed or undeveloped sites within Historic Districts.
3. If no suitable, non-historic developed or undeveloped site within an Historic District is offered or remains in the competition, the Government will give a 10 percent price preference to suitable Historic Properties outside of Historic Districts.
4. Finally, if no suitable Historic Property outside of Historic Districts is offered, no historic price preference will be given to any property offered.

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price

evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

G. To qualify for a price evaluation preference, Offeror must provide satisfactory documentation in their offer that their property qualifies as one of the following:

1. A Historic Property within a Historic District.
2. A non-historic developed or undeveloped site within a Historic District.
3. A Historic Property outside of a Historic District.

2.06 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.

2.07 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.

2.08 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.

2.09 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. Unless one of the statutory exceptions listed in sub-paragraph C below applies, VA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including

the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.

- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
 2. The agency will remain in a Building it currently occupies;
 3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
 4. The Lease is for 10,000 RSF or less.

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

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking – Shell" for required specifications.
3. Building Envelope Modifications.

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

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

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

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

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

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

2.10 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 use 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.

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 (SEPT 2013)

A. Offeror is authorized to transmit its lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the VA email address identified in the RLP will be accepted. Offeror submitting a lease proposal by email shall retain in its possession, and make available upon VA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still 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 in one of the following ways:

1. No later than **2:00PM PST** on the following date at the following designated office and address:

Date: Monday, July 26, 2015
Office: VA Network Contracting Office (NCO) 22
Address: 4811 Airport Plaza Drive, Suite 600, Long Beach, CA 90815

2. No later than **2:00PM PST** on the following date at the following email address:

Date: Monday, July 26, 2015
Email
Address: KRISTA.LESTINA@VA.GOV; AMANDA.SIMMONS2@VA.GOV

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.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PRICING TERMS (SEP 2013)

Offeror shall provide the following pricing information with its offer:

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

B. GSA Form 1364C-STANDARD, Proposal to Lease Space. Complete all sections of the 1364C, including, but not limited to:

1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, Building Specific Amortized Capital (BSAC) 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 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 buildout, 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 ABOA 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 ABOA and RSF, respectively.
4. The annual rent to amortize the Tenant Improvement Allowance (TIA). Such amortization shall be expressed as a cost per ABOA and RSF per year. This shall be all alterations for the Space above the Building shell and BSAC build-out. Such alterations shall be described and identified in the drawings used to construct the Space. The TIA, which is to be provided by the Lessor to the Government for TIs, shall be made available at lease execution. If the Offeror chooses to amortize the TI for a period exceeding the Firm Term of the Lease, the Offeror shall indicate the extended time in the offer. If the Government terminates the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized TI costs resulting from an extended amortization period.
5. The annual rent to amortize the Building Specific Amortized Capital (BSAC) costs, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the security requirements attached to the Lease.
6. A fully serviced Lease rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.
7. 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.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. 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 RSF, etc.). State any assumptions used to compute the dollar costs for each fee component.
10. Rent concessions being offered. Indicate either on the GSA Form 1364C Proposal to Lease Space or in separate correspondence.
11. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated herein shall be entered in block 25.b., and if VA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to VA's Broker reflecting the agreement between Offeror and VA's Broker, shall be entered in block 25.a.

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 CO to facilitate the Government's determination in this regard.

3.05 PROSPECTUS LEASE (SEP 2013)

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 CO or at the GSA Web site, [HTTP://WWW.GSA.GOV](http://www.gsa.gov), using the keyword "prospectus."

3.06 ADDITIONAL SUBMITTALS (SEP 2013)

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 CO 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 CO. These submittals must remain current. The Offeror is required to submit updated documents as required.

F. If claiming an historic preference in accordance with the Historic Preference paragraph in RLP Section 2, Eligibility and Preferences for Award, Offeror must submit one of the following as documentation that the Property is historic or the site of the offered Property is within a Historic District: a letter from the National Park Service stating that the Property is listed in the National Register of Historic Places (NRHP) or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the Property is listed in the NRHP, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the NRHP Identification Number and date of listing available from the NRHP Database found at www.nps.gov/nr.

G. 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.

H. The Offeror must have an active registration in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to final proposal revisions. This registration service is free of charge.

I. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in I.1, unless the Building meets either exemption in I.2 or I.3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
- b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
- c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
- d. 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 must be provided.

2. If the Space offered is 10,000 RSF or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in I.1.a through I.1.d above.

3. If the Offeror provides a Building C of O obtained under any edition of the International Building Code (IBC), and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to GSA the FPLS Submittal Information listed in I.1 above.

J. 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.

K. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements.

L. The architectural plans for modernization, if the offered Building is not a modern office Building.

M. An asbestos management plan, if the offered Building contains asbestos-containing materials.

N. 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.
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.
4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for 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.

O. As provided in the "Amount and Type of Space, Lease Term, and Occupancy Date" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

P. Provide evidence demonstrating amenities do or will exist by the Government's required occupancy date. Such evidence shall include copies of signed leases, construction contracts, or other documentation as deemed acceptable by the CO.

Q. No later than the due date for final proposal revisions, the Offeror must submit to the CO:

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 CO. 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®.

R. For projects 10,000 RSF and above, a LEED®-NC Silver scorecard documenting the proposed Credits to meet Silver level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the credits proposed on the scorecard will be achieved.

S. From the entirety of available LEED Credits, the Offeror must achieve the following Credits on the project:

Water Efficiency	Credit 1	Water Efficient Landscaping - 50% Reduction
Energy and Atmosphere	Credit 3	Enhanced Commissioning
Materials and Resources	Credit 5	Regional Materials, 20% Manufactured Regionally
Indoor Environmental Quality	Credit 2	Increased Ventilation
Indoor Environmental Quality	Credit 3.2	Construction IAQ Management Plan, Before Occupancy
Innovation and Design	Credit 2	LEED® Accredited Professional

The Offeror must identify the USGBC LEED® Accredited Professionals (APs) as team members, including their roles throughout the project.

T. LEED®-CI scorecard documenting the proposed credits to meet Certified level. Along with the proposed scorecard, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard will be achieved.

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

Water Efficiency	Credit 1	Water Use Reduction 30% Minimum Reduction
Energy and Atmosphere	Credit 1.1	Optimize Energy Performance – Lighting Power
Energy and Atmosphere	Credit 1.3	Optimize Energy Performance- HVAC
Energy and Atmosphere	Credit 2	Enhanced Commissioning
Materials and Resources	Credit 5	Regional Materials
Indoor Environmental Quality	Credit 2	Increased Ventilation
Indoor Environmental Quality	Credit 3.2	Construction IAQ Management Plan, Before Occupancy
Innovation and Design	Credit 2	LEED® Accredited Professional

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

V. Evidence of seismic safety compliance as required in Section 2 of this RLP.

W. If the Offeror requests any deviations, all deviations must be documented on Form 1364C 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.

X. Infection Control Risk Assessment Guidelines (Exhibit K), initialed

Y. ADA Certification (Exhibit H), initialed and completed

Z. Safety and Environmental Management Prelease Certification Checklist (Exhibit J), completed

AA. GSA Form 3517B, General Clauses (Exhibit B), initialed

BB. GSA Form 1217, Lessor's Annual Cost Statement (Exhibit D), completed

CC. Pre-Lease Building Security Plan (Exhibit I), initialed and completed

DD. GSA Form L201C, Lease VA262-14-L-0012, initialed and completed

EE. Agency Specific Requirements, Dated 12.03.13, initialed

3.07 TENANT IMPROVEMENTS INCLUDED IN OFFER (APR 2011)

A. The TI Allowance is **up to \$100.00** per ABOA SF (TIs are the finishes and fixtures that typically take Space from the shell condition to a finished, usable condition.) The TI Allowance shall be used for the build-out of the Space in accordance with the Government approved design intent drawings. All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

B. The TI Allowance 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 TI PRICING.**

3.08 LEED® FOR COMMERCIAL INTERIORS (JUN 2012)

The project TIs shall incorporate any necessary design parameters for the Space to meet Leadership in Energy and Environmental Design for Commercial Interiors (LEED®-CI) requirements into the Working Construction Drawings. The Lessor must coordinate the

requirements to meet LEED®-CI Certified level for the TIs with the Building shell requirements.

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 INTENTIONALLY DELETED

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (JUN 2012)

Negotiations may be conducted on behalf of the Government by the VA CO 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 CO or their designee. The CO 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 CO 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 CO 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 CO 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 CO 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 CO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the CO'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 INTENTIONALLY DELETED

4.04 OTHER AWARD FACTORS (JUN 2012)

- A. The lease will be awarded to the responsible Offeror whose offer will be most advantageous to the Government.
- B. The combination of factors below is **significantly more important than price**.
- C. The following award factor(s) will be considered and are equally important:
 1. **Seismic Safety (Go/No-Go Basis)** - All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings;
 2. **Past Performance** - Describe previous experience in developing and delivering similar space and a record of meeting previous delivery schedules for similar space (timeliness of delivery). Identify all Federal, State and local Government lease and or construction contracts, along with private leases and contracts that are similar in size, complexity and scope during the last three years;
 3. **Promotion of Energy Efficiency** - Describe the building recycling plan, Building energy star rating, and or level of LEED Certifications. Also considers the way natural daylight will be accessed within the building design. Number of windows and skylights as well as their relative location to administrative space and major waiting areas will be considered;
 4. **Overall Quality of the Offered Space** - Describe when and how the building was constructed; how often the grounds and the building are maintained; building efficiency, durability of materials for proposed construction, functionality, and building systems are key elements to be considered;

5. **Location of Building** - Describe location of proposed facility to be utilized under this lease. Include mailing address, street address, city, town and county as applicable. Describe the properties immediately adjacent to the proposed space and consider if VA facility will be consistent with surrounding land uses and security of patients and personnel. Provide the location of the available parking. Describe, and to the extent possible name, the access roads and major highways/thoroughfares to the building and the building property. Describe all public transportation available for ease of commuting for staff and patients, ease of public transportation, and traffic safety. Describe traffic patterns traveling to and from the facility in the morning and evening rush hours (i.e., between 6:30 – 8:30 a.m. and 3:30 – 6:30 p.m.);

6. **Ability to Accommodate Facility Layout** - Considering the flexibility with which VA architects/contractors can lay out the interior functional requirements of the VA facility. Consideration will be given to the number and size of floors, column placement, shape of footprint, and placement of mechanical and plumbing core. Describe the plan to ensure the safety of staff and visitors while they are on the leased premises, to include parking areas. Describe the number and size of restrooms, to include handicap accessibility.

6. **Time Required to Occupy the Space** – Considers the time required to occupy the space. The Offeror must possess the capability to allow the Government to move in no later than November 15, 2015.

A. 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 CO shall document his/her application of the price preference and further consideration of the offers under this sub-paragraph.

B. 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 (JUN 2012)

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 ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF 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 ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

C. Evaluation of offered prices will be based on the annual price per ABOA SF, including all required option periods. The Government will perform present value price evaluation by reducing the prices per ABOA SF to a composite annual ABOA SF 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 ABOA SF price will be determined by dividing the total annual rental by the total ABOA 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.

3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent, unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.

4. INTENTIONALLY DELETED

5. If annual adjustments in operating expenses will not be made, the gross annual price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC).

6. If annual adjustments in operating expenses will be made, the annual price, minus the Commission Credit (if applicable) and minus the base cost of operating expenses, will be discounted annually at 5 percent to yield net PVC. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.

7. To the gross PVC will be added:

a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

- b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
- c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.
- d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
- e. 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 ABOA SF, 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 tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations, and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square 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 **300** 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 CO will execute a Lease prepared by VA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. U.S. Government Lease for Real Property (SF2)
2. GSA Form L201C, Lease No. VA262-14-L-0012 and any associated Lease modifications.
3. GSA Form 3517B, General Clauses.
4. GSA Form 3518, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
5. The pertinent provisions of the offer.
6. Attachments, Exhibits A thru K.
7. Agency Specific Requirements.
8. 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 CO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 VA PHYSICAL SECURITY DESIGN MANUAL

This site must meet the requirements of the VA's Physical Security Design Manual, July 2007, for Life-Safety Protected locations.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: _____ rentable square feet (RSF), yielding _____ Net Usable Square Feet (NUSF) of office and related Space located on the ___ floor(s) and known as Suite(s) _____, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit C.
- B. Common Area Factor: The Common Area Factor (CAF) is established as _____ percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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

- A. Parking: ___ parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which ___ shall be structured/inside parking spaces, and ___ shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

YEAR	RSF	MONTHLY RENT/RSF	MONTHLY RENT	ANNUAL RENT
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$
4		\$	\$	\$
5		\$	\$	\$

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

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed _____ ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

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

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

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

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the 36th month of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
AGENCY SPECIFIC REQUIREMENTS, DATED 12.03.2013	11	
GSA FORM 3517B, GENERAL CLAUSES	46	B
PROPOSAL TO LEASE SPACE (GSA FORM 1364C)	4	C
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
GSA FORM 12000 FOR PRE-LEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING	6	F
CERTIFICATION OF SEISMIC COMPLIANCE	1	G
ADA CERTIFICATION	1	H
PRE-LEASE BUILDING SECURITY PLAN	6	I
SAFETY AND ENVIRONMENTAL MANAGEMENT CHECKLIST	4	J
INFECTION CONTROL RISK ASSESSMENT GUIDELINES	10	K
FLOOR PLAN(S)		
PARKING PLAN(S)		
AMENDMENTS TO RLP NO. _____		

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$_____ per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of _____ percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

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

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

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

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

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 OPERATING COST BASE (SEP 2013)

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

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

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

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ _____ per hour per zone
- No. of zones:
- \$ _____ per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

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

1.19 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Fire Protection and Life Safety Upgrades
- B. ABAAS Upgrades
- C. Seismic Upgrades

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

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

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

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

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the CO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly

delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Contracting Officer (CO) by notice, without an express delegation by the prior CO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

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

B. INTENTIONALLY DELETED

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

2.04 WAIVER OF RESTORATION (APR 2011)

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

2.05 INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (SEP 2013)

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

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

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

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

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

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

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

2.07 INTENTIONALLY DELETED

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

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

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

2.09 INTENTIONALLY DELETED

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

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

B. Within 7 days after Lease award, the Lessor shall provide to the CO (or representative designated by the CO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

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

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

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

2.11 RELOCATION ASSISTANCE ACT (APR 2011)

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

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

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (SEP 2013)

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

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

3.02 WORK PERFORMANCE (JUN 2012)

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

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

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

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

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

3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

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

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

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

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

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

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

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

3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

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

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

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

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

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

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

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

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

3.07 WOOD PRODUCTS (SEP 2013)

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

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

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

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

3.08 ADHESIVES AND SEALANTS (AUG 2008)

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

3.09 BUILDING SHELL REQUIREMENTS (SEP 2013)

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

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

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

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

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

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

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

3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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

3.12 VESTIBULES (APR 2011)

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

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

3.13 MEANS OF EGRESS (SEP 2013)

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

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

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

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

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

3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

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

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

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

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

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

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

3.15 FIRE ALARM SYSTEM (SEP 2013)

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

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

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

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

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

3.16 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

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

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

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

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

3.17 ELEVATORS (SEP 2013)

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

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

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

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

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

3.18 BUILDING DIRECTORY (APR 2011)

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

3.19 FLAGPOLE (SEP 2013)

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

3.20 DEMOLITION (JUN 2012)

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

3.21 ACCESSIBILITY (FEB 2007)

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

PLEASE NOTE, DEPARTMENT OF VETERANS AFFAIRS SPECIFIC REQUIREMENTS FOUND IN SECTION 7.04 OF THIS DOCUMENT.

3.22 CEILINGS (JUN 2012)

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

A. Ceilings shall be at a minimum **8 feet and 0 inches** and no more than **10 feet and 0 inches** measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

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

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

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

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

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

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

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

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

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

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

3.24 DOORS: IDENTIFICATION (APR 2011)

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

3.25 WINDOWS (APR 2011)

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

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

3.26 PARTITIONS: GENERAL (SEP 2013)

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

3.27 PARTITIONS: PERMANENT (SEP 2013)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

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

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

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

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

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

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

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

3.29 WALL FINISHES – SHELL (JUN 2012)

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

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

3.30 PAINTING – SHELL (JUN 2012)

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

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

3.31 FLOORS AND FLOOR LOAD (AUG 2011)

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

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including

moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the CO
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

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

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

3.34 BUILDING SYSTEMS (APR 2011)

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

3.35 ELECTRICAL (JUN 2012)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.
- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.36 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

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

3.37 PLUMBING (JUN 2012)

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

3.38 DRINKING FOUNTAINS (APR 2011)

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

3.39 RESTROOMS (SEP 2013)

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

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

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

C. Each main restroom shall contain the following:

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

3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

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

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

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

3.41 JANITOR CLOSETS (JUN 2012)

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

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

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

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

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

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

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

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

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

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

3.43 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

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

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

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

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

3.44 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

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

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

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

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

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

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

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

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

C. POWER DENSITY:

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

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

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

F. BUILDING PERIMETER:

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

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

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

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

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

3.46 ACOUSTICAL REQUIREMENTS (JUN 2012)

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

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

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

Conference rooms: NIC 40
Offices: NIC 35

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

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

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

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

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

3.48 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

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

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

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

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

3.49 INTENTIONALLY DELETED

3.50 INTENTIONALLY DELETED

3.51 INTENTIONALLY DELETED

3.52 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

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

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

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

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

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

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

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

G. Flush-Out Procedure:

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

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

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

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

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

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

3.53 SYSTEMS COMMISSIONING (APR 2011)

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

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2013)

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

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **4 Working Days** following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within **7 Working Days** of the Government's request.

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

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

B. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **7 Working Days** following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **5 Working Days** following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify VA, and shall not proceed with completion of CDs until direction is received from the CO. The CO shall provide direction within **5 Working Days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **7 Working Days** to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **5 Working Days** following the end of the Government CD review period.

G. INTENTIONALLY DELETED

H. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within **12 Working Days** following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

I. INTENTIONALLY DELETED

J. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **25 Working Days** following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

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

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

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

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

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing requirements described in the "Tenant Improvements Pricing Requirements" paragraph shall apply to BSAC pricing, except that pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013) (AMENDED)

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

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

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

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

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

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

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

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the CO:

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

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

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

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

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

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material,

the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the CO, may permit alternative means of disposal.

- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the CO prior to the completion of DIDs that includes:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the CO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **2 Working Days** of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **7 Working Days** of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

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

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

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

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

- A. The CO or the CO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the CO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

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

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

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

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General

Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the CO.

4.14 INTENTIONALLY DELETED

4.15 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

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

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

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

4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

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

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

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

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

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

5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (JUN 2012)

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

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the CO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

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

5.08 PARTITIONS: SUBDIVIDING (SEP 2013)

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

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

- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 WALL FINISHES (JUN 2012)

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

5.10 PAINTING – TI (SEP 2013)

- A. Prior to acceptance, all surfaces within the Space which are designated by VA for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:
1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
 4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
 5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
 6. Floor coatings: 100 g/L.
 7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
 8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
 9. Stains: 250 g/L.
- C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.11 FLOOR COVERINGS AND PERIMETERS (SEP 2013)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
5. Performance requirements for broadloom and modular tile:

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

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

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

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

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

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

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

5.12 HEATING AND AIR CONDITIONING (JUN 2012)

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

5.13 ELECTRICAL: DISTRIBUTION (JUN 2012)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.14 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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

5.15 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.16 DATA DISTRIBUTION (JUN 2012)

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

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

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction

boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

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

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

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

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

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

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs may require a mixed use of recessed or pendant style fixtures in the Space.

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

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

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

A. The Government's normal hours of operations are established as 7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

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

6.02 UTILITIES (APR 2011)

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

6.03 INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

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

6.05 HEATING AND AIR CONDITIONING (SEP 2013)

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

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

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

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

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

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

6.06 OVERTIME HVAC USAGE (JUN 2012)

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

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

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

6.07 JANITORIAL SERVICES (JUN 2012)

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

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

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

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

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

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

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

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

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

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

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

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

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

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

6.08 SELECTION OF CLEANING PRODUCTS (APR 2011)

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

A. Use products that are packaged ecologically;

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

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

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

6.09 SELECTION OF PAPER PRODUCTS (JUN 2012)

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

6.10 INTENTIONALLY DELETED

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

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

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

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

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

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 5 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

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

6.13 ASBESTOS ABATEMENT (APR 2011)

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

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

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

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

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

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

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

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

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

- a) How to Log In
- b) How to Answer and Create New Golden Questions
- c) What Additional Documents to Send

- d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
- e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
- f) Where to Send.

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

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

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

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

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

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

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

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

6.17 LANDSCAPING (JUN 2012)

A. Landscape management practices shall prevent pollution by:

- 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
- 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
- 3. Composting/recycling all yard waste.

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

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

6.18 LANDSCAPE MAINTENANCE (APR 2011)

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

6.19 RECYCLING (JUN 2012)

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

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

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

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

6.21 INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (SEP 2013)

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

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

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

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

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

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

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

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

6.23 RADON IN AIR (SEP 2013)

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

6.24 INTENTIONALLY DELETED)

6.25 INTENTIONALLY DELETED

6.26 HAZARDOUS MATERIALS (SEP 2013)

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

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

6.27 MOLD (SEP 2013)

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

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

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

Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

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

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

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

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

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

6.28 OCCUPANT EMERGENCY PLANS (SEP 2013)

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

6.29 FLAG DISPLAY (SEP 2013)

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

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 VA ACQUISITION REGULATIONS (VAAR REQUIREMENTS)

The following VAAR clauses shall apply to the Lease, all work performed prior to the Government's acceptance of space and during VA occupancy. Full text versions of these clauses are available upon request from the CO. Full text versions are also available at [HTTP://WWW.VA.GOV/OAL/LIBRARY/VAAR/](http://www.va.gov/oal/library/vaar/).

852.219-9 VA Small Business Subcontracting Plan Minimum Requirements (Dec 2009)
852.219-71 VA Mentor-Protégé Program (Dec 2009)
852.236-77 Reference to "Standards" (Jul 2002)
852.236-84 Schedule of Work Progress (Nov 1984)
852.271-75 Extension of Contract Period (Apr 1984)

7.02 RECORDING REQUIREMENTS

The Lessor shall be required to execute all documents necessary to record the lease in the county or political subdivision in which the building is located. The recordation and all expenses associated with this action are the responsibility of the Lessor. This action must be accomplished within 30 calendar days after award. Evidence of such must be provided to the Contracting Officer or designee.

7.03 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

7.04 ACCESSIBILITY STANDARDS

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

The ABA-AS consists of Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 to 10) and is available from United States Access Board <http://www.accessboard.gov/>. VA Barrier Free Design Guide PG18-13 is available from VA Technical Information Library at [HTTP://WWW.CFM.VA.GOV/TIL/DGUIDE/BARRFREE.DOC](http://www.cfm.va.gov/til/dguide/barrfree.doc).

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



Department of Veterans Affairs

Agency Specific Requirements

RLP: VA262-15-R-0987

Chula Vista Community Based Outpatient Clinic (CBOC)

The Agency Specific Requirements (ASRs) do not reduce the minimum requirements contained within the Lease. These ASRs provides specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements.

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SECTION 1 ROOM SCHEDULE AND DETAILS

1.01 ROOM SCHEDULE

Functional Area	Net Sq. Ft.	Room No.	Floor	Wall Finish	Ceiling
Waiting Area	665	1	Carpet	Paint	Acoustic
Toilet, Public (2)	50	2 & 3	Ceramic Tile	Paint	Acoustic
Reception Area, Check-in	200	4	Carpet	Paint	Acoustic
Office, Team	150	5	Carpet	Paint	Acoustic
Interview Room	120	6	Carpet	Paint	Acoustic
Exam Room (16)	120	7 thru 22	Vinyl Tile	Paint	Acoustic
Conference/Classroom	300	23	Vinyl Tile	Paint	Acoustic
Storage Closet	100	24	Vinyl Tile	Paint	Acoustic
Clean Utility Room	100	25	Vinyl Tile	Paint	Acoustic
Soiled Utility Room	80	26	Vinyl Tile	Paint	Acoustic
Medication Room	60	27	Vinyl Tile	Paint	Acoustic
Storage, Nurse	50	28	Vinyl Tile	Paint	Acoustic
Toilet, Staff (2)	50	29 & 30	Ceramic Tile	Paint	Acoustic
Observation/Procedure Room	150	31	Vinyl Tile	Paint	Acoustic
Nurse Station (2)	200	32 & 33	Vinyl Tile	Paint	Acoustic
Exam Room (2) (GYN)	120	34 & 35	Vinyl Tile	Paint	Acoustic
Toilet, Patient (GYN)	50	36	Ceramic Tile	Paint	Acoustic
Office, Counseling Staff (5)	120	37 thru 41	Carpet	Paint	Acoustic
Lab, Blood Specimen Room	100	42	Vinyl Tile	Paint	Acoustic
Lab, Toilet (2)	50	43 & 44	Vinyl Tile	Paint	Hard Lid
Office, Pharmacist/Dietician (5)	120	45 thru 49	Carpet	Paint	Acoustic
Office, Police & Security	120	50	Vinyl Tile	Paint	Hard Lid
IT Closet	120	51	Vinyl Tile	Paint	Hard Lid
Hallways/Corridors	2,570		Vinyl Tile	Paint	Acoustic
Locker Room/Space					
Total NUSF	8,995				

1.02 SPACE DETAILS

Please refer to the Lease document for the constructions standards applicable to the interior tenant area build-out. These standards provide a general outline of the interior build-out requirements. For a complete list of requirements refer to the Lease document.

Offices (excluding Office, Police & Security), Reception Area, Interview Room, Conference/Classroom, and Waiting Area

- Flooring – Carpet tile per Lease paragraph FLOOR COVERINGS AND PERIMETERS
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI

- Doors – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING – SHELL and LIGHTING: INTERIOR AND PARKING- TI
- Electrical, Data, Voice – One duplex electrical receptacles and one combination data/voice jack per 80 ABOA SF on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

Waiting Area

- Add refrigerated drinking fountain to items above.

Nursing Station, Storage, Observation/Procedure Room, and Hallways/Corridors

- Flooring – Carpet tile per Lease paragraph FLOOR COVERINGS AND PERIMETERS
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Doors – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING – SHELL and LIGHTING: INTERIOR AND PARKING- TI
- Electrical, Data, Voice – One duplex electrical receptacles and one combination data/voice jack per 80 ABOA SF on walls per Lease paragraph ELECTRICAL: DISTRIBUTION and TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT
- Window Coverings – Mini-blinds per Lease paragraph WINDOW COVERINGS for all windows

IT Closet

- Flooring – Vinyl tile flooring
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING - TI
- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Hard Lid
- Lighting – Per Lease paragraph LIGHTING: INTERIOR AND PARKING
- Provide isolated ground outlet mounted @ +18" (UON).

Exam Rooms

- Flooring – Vinyl tile flooring
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING – TI with 4' ceramic tile wainscot at sink
- Door – Per Lease paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARDWARE
- Ceiling – Per Lease paragraph CEILINGS
- Contains:
 - Wall hung lavatory with automatic faucet and gooseneck spout.
 - Shelf, corrosion resisting steel, 12"W x 5"D
 - Dispenser, paper towel, multifold, stainless steel, wall mounted 40" above floor.
 - Dispenser, soap, plastic, wall mounted.

- Electric receptacles, duplex, 20 amp, single phase, for X-ray illuminator, otoscope/ophthalmoscope @ 48" above floor.
- Room in use/room available light above door in corridor side controlled from nurse station or exam rooms.

Lab, Blood Specimen Collection Room

- Flooring – Vinyl tile flooring
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING – TI
- Door – Per Lease Paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARWARE
- Ceiling – Per Lease paragraph CEILINGS
- Contains:
 - Cabinet, base: sink unit, metal with splashback, 30"W x 29"H or 36"H epoxy resin top, drawers, adjustable shelf and doors below. Double basin sinks with gooseneck faucet. 96"L x 22"D x 36"H.
 - Dispenser, paper towel, multifold, stainless steel, wall mounted 40" above floor.
 - Dispenser, soap, plastic, wall mounted.
 - Specimen passes thru in wall between toilet room and lab. Each side to have sliding panel with latch. Provide 6" wide horizontal surface with panels.

Clean Utility Room

- Flooring – Vinyl tile flooring
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING – TI
- Door – Per Lease Paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARWARE
- Ceiling – Per Lease paragraph CEILINGS
- Wall hung lavatory with automatic faucet and gooseneck spout.
- Shelf, corrosion resisting steel, wall mounted 40" above floor.
- Dispenser, soap, plastic, wall mounted.

Soiled Utility Room

- Flooring – Vinyl tile flooring
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING – TI
- Door – Per Lease Paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARWARE
- Ceiling – Per Lease paragraph CEILINGS
- Wall hung lavatory with automatic faucet and gooseneck spout.
- Shelf, corrosion resisting steel, 12"W x 5"D.
- Dispenser, paper towel, multifold, stainless steel, wall mounted 40" above floor.
- Dispenser, soap, plastic, wall mounted.

Medication Room

- Flooring – Vinyl tile flooring
- Walls – Per Lease paragraph PARTITIONS: SUBDIVIDING with finishes according to Lease paragraph PAINTING – TI
- Door – Per Lease Paragraph DOORS: INTERIOR with hardware per Lease paragraph DOORS: HARWARE
- Ceiling – Per Lease paragraph CEILINGS
- Provide shelving's, 30"W x 29"H laminated countertops and drawers.
- Door shall be solid core wood or hollow steel, 1-3/4" thick. Hinge pins shall be accessible from the interior side only. Door must be fitted with two lock sets. If the door is not set in a steel frame, one of the locks must be a jimmy proof rim deadlock. If door is set in a steel frame it must be fitted with a mortise lock with a deadlock pin feature. The day lock shall be controlled from outside the door by use of lock combination through a "Hirsch Scramblepad". The "Hirsch" electronic lock shall be interfaced with the pharmacy security system presently in the

VA Medical Center in San Diego and shall communicate to the existing computer controlled system via modem. Phone line will be provided by the VA.

- Ceiling overhead areas must be barricaded by the installation of a suitable partition or ceiling which deters “up and over” access. Ventilation grills and air ducts with exceed 100 inches must be reinforced to prevent removal from outside the room.
- An intrusion detection alarm system which detects entry into the room and which broadcasts a local alarm of sufficient volume to induce an illegal entrant to abandon a burglary attempt is required. Intrusion detectors must have the following essential features: (1) An internal, automatic charging DC standby power supply and primary AC power operation;; (2) A remote key operated activation/deactivation switch installed outside of the room and adjacent to the room entrance door frame. (3) An automatic reset capability following an intrusion detection. (4) A local alarm level of 80 dB (min) to 90 dB (max) up to 100 feet from the protected room. (5) An integral capability for the attachment of wiring for remote alarm and intrusion indicator equipment. (6) A low nuisance alarm susceptibility. Intrusion detector equipment which operates on the principle of narrow beam interception, microwave, or photo electric eye is unacceptable. Intrusion detector alarms will be remotely monitored by a commercial security alarm monitoring firm.
- Provide a pharmacy dispensing counter with windows which meet U.L. Standard 752 for Class III Ballistic Level.

SECTION 2 DESIGN SCHEMATIC LAYOUT

2.01 DESIGN SCHEMATIC

The schematic below is representative of the layout required for this Space. The Lessor is responsible for using the room schedule in section 1.01 and this layout to adapt the Government's requirements to the Space. Specific questions regarding the layout should be directed to the Lease Contracting Officer for resolution. The Government shall not be responsible for errors, omissions, or assumptions made by the Lessor in the adaption of the Government's requirements to the Lessor's Space.

NEED CURRENT LAYOUT OF FACILITY

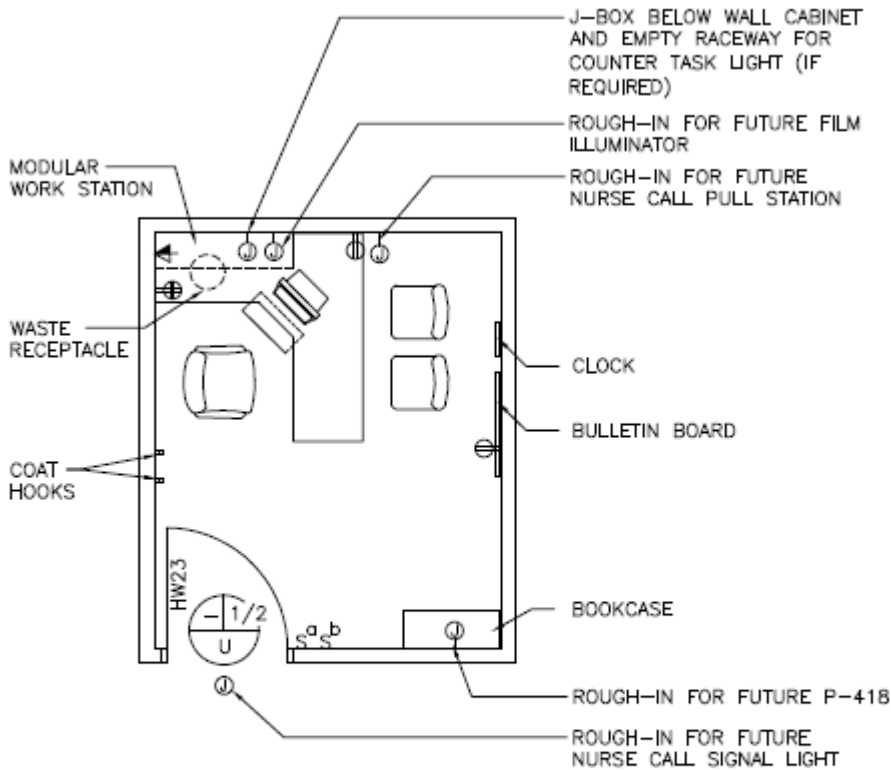
2.02 ADJACENCY DIAGRAMS

SECTION 3 ADDITIONAL SPECIAL REQUIREMENTS AND DETAILS

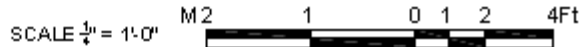
3.01 ROOM LAYOUTS

These room layouts indicate the required layout for the room listed. For all rooms not listed, the final layout will be determined during the creation of the Design Intent Drawings.

Office



Typical: 120 NSF/ 11.2 NSM (Shown above)
 Minimum: 80 NSF/ 7.4 NSM
 Maximum: 150 NSF/ 13.9 NSM



OFFICE FLOOR PLAN, GUIDE PLATES, OUTPATIENT CLINIC – SATELLITE/COMMUNITY-BASED, DEPT. OF VETERANS AFFAIRS (JAN 2009)

3.02 ADDITIONAL CONSTRUCTION DETAILS

These construction details indicate required construction standards for the items listed. These standards may be more stringent than those listed in the Lease document. Where specified, these standards shall take precedence.

MAY NOT APPLY TO SMALLER LEASES

SECTION 4 GENERAL REQUIREMENTS

4.01 SECURITY

The following security standards are listed in addition to those listed in the Lease document and the building specific security attachment.

4.02 INFORMATION TECHNOLOGY

The following IT standards are listed in addition to those listed in the Lease document.

4.03 SIGNAGE

The exterior building fascia signage shall be subject to applicable city ordinance and Government's prior written approval. The Government shall be entitled to the Project's standard building fascia signage provided and installed by the Lessor. Signage should be easily visible to passing pedestrians and motorist and appear in the following format:

**4.04 VA BARRIER FREE GUIDELINES (PG-18-13)**

Facilities and space will follow requirements specified in the *Barrier Free Design Guide: A Supplement to the Architectural Barriers Act Accessibility Standards* (PG-18-13), Office of Construction & Facilities Management, Facilities Standards Service, December 2011. The pertinent regulations differing from ABAAS are outlined below:

VA GUIDELINES ARE THE SAME AS ABAAS FOR MOST REQUIREMENTS.
WHERE VA REQUIREMENTS DIFFER, SEE BELOW.

REQUIREMENT	VA	ABAAS	NOTES
Minimum requirements			
Sites - parking spaces accessible	3% of total spaces	2% of total spaces	1
SCI/D facilities	Dedicated lot 1.5 spaces per bed	20% of total spaces	8
Buildings- accessible seating, assembly areas	3% of total seating	2% of total seating	2
Accessible route			
Width, minimum	1500 mm (5'-0")	900 mm (3'-0")	3
Slope, maximum (including parking spaces)	1:33 (3%)	1:20 (5%)	4
Minimum gradient of walk requiring rest areas every 60 000 mm (200')	1:50	1:33	5
Minimum size of level platforms at doors	1800 mm x 1800 mm (6'-0" x 6'-0")	1500 mm x 1500 mm (5'-0" x 5'-0")	6

Parking & passenger loading zones			
Access aisle requirement for accessible parking spaces	1500 mm (5'-0") each side	1525*mm (5'-0") 1 per 2 spaces.	9
Passenger loading area "communication system" for assistance at SCl units	Yes	No requirement	10
Curb Ramps			
Width, minimum	1200 mm (4'-0")	900 mm (3'-0")	11
Ramps			
Maximum slope	1:20	1:12	12
Maximum length, within range of 1:33 -1:24	12 000 mm (40')	60 000 mm (200')	13
Maximum length, within range of 1:25 -1:20	10 500 mm (35')	60 000 mm (200')	13
Minimum clear width	1200 mm (4'-0")	900 mm (3'-0")	14
Minimum size level landing, where doors swing into landing	1800 mm x 1800 mm (6'-0" x 6'-0")	1500 mm x 1500 mm (5'-0" x 5'-0")	15
Stairs			
Handrail height	850 mm (34")	750 mm-850 mm (30"-34")	16
Toilet stalls			
Minimum accessible stall size	1650 mm x 1800 mm (5'-6" x 6'-0")	1500 mm x 1420*mm (5'-0" x 4'-8")	23
Minimum size wheelchair "front-transfer" stall	1050 mm x 1800 mm (3'-6" x 6'-0")	900 mm x 1650 mm (3'-0" x 5'-6")	26
Grab bars	Required in all stalls	Required in accessible stalls	
Shower stalls (Patient)			
Minimum stall dimensions	1200 mm x 1200 mm (4'-0" x 4'-0")	900 mm x 900 mm (3'-0" x 3'-0") or 750 mm x 1500 mm (2'-6" x 5'-0")	24
Grab bars	Horizontal plus vertical bars	Horizontal bars only	See VA Std. Detail #13.1, 13.2, 13.3
Toilet rooms			
Min. width of toilet room entrance doors	900 mm (36")	850 mm (34")	25

1. The percent of disabled at VA hospitals is much higher than the percent of disabled in the general population. Two percent may be adequate for the general population. The percentage of disabled drivers/passengers is much higher in the veteran population.
2. A higher percentage of sick and disabled make up the VA population than make up the general population.
3. It takes a minimum of 1500 mm (5'-0") for two wheelchairs to pass.
4. The disabled population used by ABAAS to determine an acceptable slope for using public accommodations is stronger and younger than are veterans at VA facilities.
5. Previous studies used a younger, more fit population to determine the minimum slope and distance for a disabled person's travel capability.
6. Older, ill veterans need more room to maneuver and a larger safety envelope.
8. VHA study shows patient's vehicle + visitor's vehicle + outpatient's vehicle equals nearly 2.0 cars per patient. Additionally, parking spaces are required for employees and visitors with no allowance for patients.
9. Disabled veterans come to VA facilities either driving or riding. Both sides of the parking space must be available to allow disembarking from either side of the car.
10. This feature, not mentioned in other standards, allow SCI veterans to contact Nursing Service, Pharmacy, or Security for their appropriate needs without the extra burden of unloading their wheelchair and leaving their car.
11. Sick veterans in wheelchairs are often weak, disoriented, and unskilled in wheelchair operation. Studies show the additional 300 mm (1'-0") provides a much needed margin of safety.
12. Tests show only those with good upper body strength can manage a ramp slope of 1:12. Slopes greater than 1:16 create safety hazards for any wheeled vehicle.
13. Long uninterrupted ramps have caused accidents at VA facilities. Weak, unskilled wheelchair users need frequent stops for safety.
14. The 300 mm (1'-0") added width is necessary to ensure all VA wheelchair users can get up and down the ramp, safely.
15. Older, frail, confused, disabled veterans need a larger level platform to maneuver a wheelchair.
16. Life Safety Code (NFPA 101) requires 850 mm (34") to 950 mm (38").
23. Disabled patients in wheelchairs aren't skilled in maneuvering wheelchairs, are usually weakened, and space is often needed for someone to help.
24. The 900 mm x 900 mm (3'-0" x 3'-0") shower has a folding seat which requires the patient to transfer from the wheelchair. The 750 mm x 1500 mm (2'-6" x 5'-0") shower admits a wheelchair, but just barely. There is no room for the patient to maneuver or for attendants to help.
25. VA uses a standard 900 mm (3'-0") door to ensure a 850 mm (34") clear opening.
26. The additional width allows correct door width and makes the stall usable by wheelchair users.