

SOLICITATION FOR OFFERS

DEPARTMENT OF VETERANS AFFAIRS

PRIMARY CARE CLINIC LEASE

IN

PAHRUMP, NEVADA

ALAN TRINH
CONTRACTING OFFICER

AMANDA J. SIMMONS
CONTRACT SPECIALIST

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

TABLE OF CONTENTS

1.0	SUMMARY	5
1.1	AMOUNT AND TYPE OF SPACE (AUG 2008).....	5
1.2	UNIQUE REQUIREMENTS (AUG 2008).....	5
1.3	LEASE TERM (SEP 2000).....	6
1.4	OFFER DUE DATE (AUG 2008).....	6
1.5	ACCESS AND APPURTENANT AREAS (AUG 2008).....	6
1.6	SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008).....	6
1.7	AREA OF CONSIDERATION (AUG 2008).....	6
1.8	LOCATION: OUTSIDE CITY CENTER (SEP 2009).....	6
1.9	OCCUPANCY DATE (AUG 2008).....	7
1.10	NEGOTIATIONS (MAY 2005).....	7
1.11	BUILDING SHELL REQUIREMENTS (AUG 2008).....	7
1.12	SEISMIC SAFETY (FEB 2007).....	9
1.13	SEISMIC SAFETY FOR EXISTING CONSTRUCTION (AUG 2008).....	10
1.14	BROKER COMMISSION.....	10
1.15	LABOR STANDARDS.....	10
1.16	DAVIS BACON WAGES.....	10
2.0	AWARD FACTORS AND PRICE EVALUATION	11
2.1	EVALUATION OF OFFERS.....	11
2.2	PRICE EVALUATION.....	11
2.3	TECHNICAL EVALUATION FACTORS.....	11
2.4	AWARD.....	14
3.0	HOW TO OFFER AND SUBMITTAL REQUIREMENTS	15
3.1	OFFER PROCEDURES (AUG 2008).....	15
3.2	FORMS AND PRICING INFORMATION (AUG 2008).....	16
3.3	EVIDENCE OF CAPABILITY TO PERFORM (SEP 2009).....	17
3.4	BUILDING AND SITE INFORMATION SUBMITTALS (SEP 2009).....	18
3.5	GREEN LEASE SUBMITTALS (AUG 2008).....	19
3.6	SCHEDULE B AND SCHEDULE C INSTRUCTIONS.....	19
4.0	UTILITIES, SERVICES, AND LEASE ADMINISTRATION	21
4.1	MEASUREMENT OF SPACE (AUG 2008).....	21
4.2	RESERVED.....	21
4.3	RESERVED.....	21
4.4	ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005).....	21
4.5	NORMAL HOURS.....	21
4.6	OVERTIME USAGE (AUG 2008).....	21
4.7	UTILITIES (AUG 2008).....	22
4.8	UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (AUG 2008).....	22
4.9	JANITORIAL SERVICES (AUG 2008).....	22
4.10	SCHEDULE OF PERIODIC SERVICES (DEC 2005).....	23
4.11	LANDSCAPE MAINTENANCE (AUG 2008).....	23
4.12	MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008).....	23
4.13	NOVATION AND CHANGE OF NAME (AUG 2008).....	23
4.15	CENTRAL CONTRACTOR REGISTRATION (AUG 2008).....	24
5.0	DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES	25
5.1	SECURITY FOR NEW CONSTRUCTION (NOV 2005).....	25
5.2	SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008).....	25
5.3	FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008).....	25
5.4	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2009).....	26
5.5	UNIT COSTS FOR ADJUSTMENTS (AUG 2008).....	27
5.6	SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008).....	27
5.7	WORK PERFORMANCE (SEP 2000).....	28
5.8	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008).....	28
5.9	LIQUIDATED DAMAGES (AUG 2008).....	28
5.10	EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000).....	28
5.11	CONSTRUCTION WASTE MANAGEMENT (AUG 2008).....	28
5.12	INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007).....	29
5.13	CONSTRUCTION SCHEDULE (MAR 2007).....	30

5.14	CONSTRUCTION SCHEDULE AND ACCEPTANCE OF SCHEDULE B IMPROVEMENTS (SEP 2009)	30
5.15	PROGRESS REPORTS (AUG 2008)	31
5.16	CONSTRUCTION INSPECTIONS (AUG 2008)	32
5.17	FLOOR PLANS AFTER OCCUPANCY (DEC 2005)	32
5.18	WAIVER OF RESTORATION (AUG 2008)	32
6.0	GENERAL ARCHITECTURE	33
6.1	ACCESSIBILITY (FEB 2007)	33
6.2	EXITS AND ACCESS (DEC 2007)	33
6.3	DOORS: EXTERIOR (SEP 2000)	33
6.4	WINDOWS (SEP 2009)	33
6.5	WINDOW COVERINGS (SEP 2009)	33
6.6	FLOORS AND FLOOR LOAD (SEP 2000)	33
6.7	CEILINGS (SEP 2009)	33
6.8	ACOUSTICAL REQUIREMENTS (SEP 2009)	34
6.9	PARTITIONS: GENERAL (DEC 2007)	34
6.10	PARTITIONS: PERMANENT (SEP 2000)	34
6.11	LANDSCAPING (SEP 2000)	34
6.12	FLAGPOLE AND DISPLAY (AUG 2008)	35
7.0	ARCHITECTURAL FINISHES	36
7.1	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	36
7.2	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	36
7.3	FINISH SELECTIONS (AUG 2008)	36
7.4	WOOD PRODUCTS (AUG 2008)	36
7.5	ADHESIVES AND SEALANTS (AUG 2008)	37
7.6	DOORS: SUITE ENTRY (AUG 2008)	37
7.7	DOORS: INTERIOR (AUG 2008)	37
7.8	DOORS: HARDWARE (DEC 2007)	37
7.9	DOORS: IDENTIFICATION (SEP 2000)	38
7.10	PARTITIONS: SUBDIVIDING (SEP 2009)	38
7.11	WALL FINISHES (AUG 2008)	38
7.12	PAINTING (SEP 2009)	38
7.13	FLOOR COVERING AND PERIMETERS (AUG 2008)	39
7.14	CARPET TILE (AUG 2008)	40
8.0	MECHANICAL, ELECTRICAL, PLUMBING	41
8.1	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)	41
8.2	BUILDING SYSTEMS (AUG 2008)	41
	C. BOILER:	42
	D. PUMP SYSTEM AND SELECTION:	42
	PRIMARY-SECONDARY SYSTEM (PSS):	42
	E. PUMP SELECTION:	43
	F. AIR TERMINAL DEVICES:	43
8.3	ENERGY COST SAVINGS (AUG 2008)	43
8.4	INSULATION: THERMAL, ACOUSTIC, AND HVAC (AUG 2008)	43
8.5	DRINKING FOUNTAINS (AUG 2008)	44
8.6	TOILET ROOMS (AUG 2008)	44
8.7	TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)	44
8.8	JANITOR CLOSETS (DEC 2007)	45
8.9	HEATING AND AIR CONDITIONING (AUG 2008)	45
	• PEAK (BLOCK) ZONE COOLING LOAD:	46
	PEAK (BLOCK) ZONE SUPPLY AIR VOLUME:	46
	BUILDING PEAK COOLING LOAD:	46
8.10	SUPPLY AIR, OUTSIDE AIR, AND EXHAUST AIR (AUG 2008)	47
8.11	ELECTRICAL: GENERAL (SEP 2000)	47
8.12	ELECTRICAL: DISTRIBUTION (AUG 2008)	47
8.13	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	48
8.14	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	48
8.15	DATA DISTRIBUTION (AUG 2008)	49
8.16	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)	49
8.17	ADDITIONAL ELECTRICAL CONTROLS	50
8.18	ELEVATORS (AUG 2008)	50
8.19	LIGHTING: INTERIOR AND PARKING (SEP 2009)	50

Table of Contents – iii

9.0	FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES	52
9.1	MEANS OF EGRESS (SEP 2007).....	52
9.2	AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008).....	52
9.3	FIRE ALARM SYSTEM (AUG 2008).....	52
9.4	OSHA REQUIREMENTS (SEP 2000)	52
9.5	INDOOR AIR QUALITY (DEC 2007)	52
9.6	RADON IN AIR (AUG 2008).....	53
9.7	RADON IN AIR (SEP 2000).....	53
9.8	RADON IN WATER (AUG 2008)	54
9.9	HAZARDOUS MATERIALS (OCT 1996)	54
9.10	RECYCLING (DEC 2007).....	54
9.11	OCCUPANT EMERGENCY PLANS (AUG 2008)	54
9.12	MOLD (AUG 2008).....	54
10.0	LEASE SECURITY STANDARDS	56
10.1	GENERAL REQUIREMENTS (NOV 2005).....	56
10.2	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)	56
10.3	ACCESS TO UTILITY AREAS (NOV 2005).....	56
10.4	EMERGENCY POWER TO CRITICAL SYSTEMS (SEP 2009)	56
10.5	MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005).....	56
10.6	ACCESS TO BUILDING INFORMATION (NOV 2005).....	56
10.7	POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005).....	57
10.8	DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005).....	57
10.9	EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005).....	57
10.10	BUILDING SECURITY PLAN (NOV 2005).....	57
10.11	ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005).....	57
10.12	IDENTITY VERIFICATION OF PERSONNEL (MAY 2007).....	57
10.13	ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)	57
10.14	ENTRY SECURITY: SECURITY GUARDS (NOV 2005).....	58
10.15	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005).....	58
10.16	PARKING SECURITY REQUIREMENTS (NOV 2005).....	58
10.17	CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)	58
10.18	CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)	58
10.19	SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)	58
10.20	TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005).....	58
10.21	SECURITY DESIGN CRITERIA (NOV 2005)	58
10.22	SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005)	59
10.23	SECURITY DESIGN CRITERIA: FACADE PROTECTION (BUILDING SHELL) (NOV 2005)	59
10.24	SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005).....	59
11.0	SPECIAL REQUIREMENTS.....	60

ATTACHMENTS

- Attachment 1: Wage Determination
- Attachment 2: Conceptual Space Program
- Attachment 3: Schedule B – Special Requirements
- Attachment 4: Schedule C – Unit Costs & Prices
 - Exhibit A – Unit Costs (To be used during construction period)
 - Exhibit B – Unit Prices (Additional TI Rates – First Year)
- Attachment 5: Schedule D – Room Finish, Door and Hardware Schedule
- Attachment 6: Cost Summary Schedule
- Attachment 7: Forms
 - PROPOSAL TO LEASE SPACE (FORM 1364A)
 - LESSOR'S ANNUAL COST STATEMENT (FORM 1217)
 - SOLICITATION PROVISIONS (FORM 3516A)
 - GENERAL CLAUSES (FORM 3517B)
 - REPRESENTATIONS AND CERTIFICATIONS (FORM 3518)
 - ARCHITECT-ENGINEER QUALIFICATIONS (SF 330)
 - CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION (FORM 527)

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. Department of Veterans Affairs (VA) is interested in leasing built to suit space not to exceed 10,000 Net Usable Square Feet (NUSF), available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).
- B. The Government requires 50 adjacent, reserved parking spaces that are dedicated for the exclusive use of VA patients, visitors and staff. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.
- C. The offer shall 1) be for space located in a quality built to suit facility of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) meet the NUSF requirement, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- D. The site improvements, building, interior spaces and finishes, and Lessor-furnished equipment and special construction shall be provided in accordance with this SFO, all applicable Federal requirements, local Building Codes and ordinances, and applicable utility company requirements.
- E. Site, site improvements, building, interior construction, and equipment shall comply with General Design Criteria in accordance with this SFO, including Codes and Standards, criteria unique to VA, Fire, and Life Safety requirements, Environmental requirements, Accessibility Standards, OSHA requirements, and Energy Efficiency and Sustainable Design.
- F. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
 - 1. Narrow column spacing;
 - 2. Atriums, light wells, or other areas interrupting contiguous spaces;
 - 3. Extremely long, narrow runs of space;
 - 4. Irregular space configurations; or
 - 5. Other unusual building features.
 - 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
- G. Unless otherwise noted, all references in this SFO to square feet shall mean Net Usable Square Feet (NUSF). The terms ANSI/BOMA Office Area (ABOA) and Net Usable Square Feet (NUSF) are used interchangeably throughout this SFO and its attachments.
- H. Offerors must provide evidence of ownership or control of the offered parcel(s). Ownership or control must, at a minimum, be retained until the Government makes an award. Documents that constitute evidence of control includes, but is not limited to:
 - An Option To Purchase
 - A Sales Contract
 - A Fee Simple Deed
- I. Approximately 50 square feet of the NUSF space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

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

1.2 UNIQUE REQUIREMENTS (AUG 2008)

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

- A. Twenty-five (25) feet set back on all sides from the exterior of the building to the nearest curb cut. No vehicle shall be parked or be permitted to travel closer than 25 feet [7.62 m] to any life-safety protected VA Facility.

- B. Canopy: The main entrance (front main entrance) shall have a non-combustible canopy. The canopy shall be full extension, providing total cover for vehicles at the entrance to protect patients from inclement weather. In addition, the canopy shall be integral with the building architecture. Provide sufficient clearance for use by medium sized bus traffic at the main entrance canopy. Clearance shall be a minimum 13'-0" from pavement surface to lowest point on underside of canopy. Verify exact clearance requirements with local transit authority and fire officials.
- C. Entrance: Offered space with direct access to VA's usable area is required to install an airlock vestibule at the main entrance.
- D. The offered building must meet the requirements of LEED®-NC (Leadership in Energy and Environmental Design for New Construction) Silver level (minimum). The successful Lessor, at the Lessor's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 12 months of projected occupancy. For requirements to achieve SILVER certification, Lessor must refer to the latest version at the time of submittal of LEED®-NC Reference Guide at <http://www.leedbuilding.org>. At completion of LEED® documentation and receipt of final certification, the Offeror must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disk from the LEED®-Online workspace and templates. In addition, the Offeror will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the lease.
- E. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the lessor in implementing a corrective action program to achieve a LEED® certification and deduct its costs (including administrative costs) from the rent.

1.3 LEASE TERM (SEP 2000)

Offerors shall present offers for a fifteen (15) year firm-term with five (5) one-year option periods, for a total possible term of twenty (20) years. Government retains unilateral termination rights upon 180-day written notice after the fifteen (15) year firm-term.

All the terms and conditions contained herein shall prevail throughout the term of the lease unless otherwise modified in writing by the Contracting Officer.

1.4 OFFER DUE DATE (AUG 2008)

Offers are due by 2:00PM, Pacific Standard Time on August 13, 2012 and shall remain open until lease award.

1.5 ACCESS AND APPURTENANT AREAS (AUG 2008)

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

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

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

1.7 AREA OF CONSIDERATION (AUG 2008)

The following sites located in Pahrump, Nevada have been reviewed and are considered acceptable for location of a build to suit facility:

- 30 S Classic Court
- 470 West Basin Avenue
- 470 South Lola
- 310 South Lola
- 631 West Basin

The Government reserves the right to accept or reject other offered sites if deemed beneficial to the Government.

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

1.8 LOCATION: OUTSIDE CITY CENTER (SEP 2009)

- A. NEIGHBORHOOD:
Space shall be in a location with the surrounding development well maintained and in consonance with a professional image.

B. PARKING:

Design parking to provide maximum spaces consistent with requirements for site development. The number of facility spaces, dedicated for the use of VA patients, visitors and staff, must comply with the requirements of local codes but in no case shall the number of facility spaces be less than 50 spaces.

Provide a parking tabulation on the contract drawings indicating the total number of VA facility parking spaces with subtotals for standard spaces, accessible spaces, and van accessible spaces. Locate accessible parking spaces convenient to an accessible building entrance.

Parking at angles other than 90 degrees may be used only when justifiable. Contracting Officer approval is required for deviation. Acceptable dimensions for 90 degrees parking angle are as follows:

	MINIMUM BAY WIDTH	MINIMUM STALL WIDTH
If cars overhang curbs on both sides	60'-0"	8'-6"
	59'-0"	8'-9"
	58'-0"	9'-0"
If cars overhang curbs on one side	62'-6"	8'-6"
	61'-6"	8'-9"
	60'-6"	9'-0"
If cars will not overhang either curb or will be parked in the center bumper to bumper	65'-0"	8'-6"
	64'-0"	8'-9"
	63'-0"	9'-0"
Accessible Spaces		9'-0" x 20'-0" w/ 5'-0" access aisle on both sides
Accessible Van Spaces		9'-0" x 20'-0" w/ 8'-0" access aisle

Patient and Visitor spaces shall be 9'-0" minimum width, unless the Contracting Officer approves deviation.

C. SUBMITTAL REQUIREMENT:

The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

1.9 OCCUPANCY DATE (AUG 2008)

A. Occupancy is required **twelve (12) months** after lease award.

1.10 NEGOTIATIONS (MAY 2005)

- A. Negotiations may be conducted on behalf of the Government by the VA Contracting Officer (or the VA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. The Government may negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Government may initiate action to award a contract based on initial offers. Therefore, offers should reflect the Offeror's best terms in regards to technical and cost.
- C. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- D. The Contracting Officer or their designated representative may conduct oral or written negotiations with all Offerors that are within the competitive range if established. The competitive range may be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- E. In the event a competitive range is established and following negotiations, offerors within the competitive range will be provided a reasonable opportunity to submit revisions to their offer that may result from the negotiations.

1.11 BUILDING SHELL REQUIREMENTS (AUG 2008)

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

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

Table of Contents – 7

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

2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABA-AS), as adopted by GSA and VA Program Guide PG-18-13, "Barrier Free Design Guide. The ABA-AS consists of Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 to 10) and is available from United States Access Board [HTTP://WWW.ACCESS-BOARD.GOV/](http://www.access-board.gov/).

VA Barrier Free Design Guide PG18-13 is available from VA Technical Information Library at [HTTP://WWW.CFM.VA.GOV/TIL/DGUIDE/BARRFREE.DOC](http://www.cfm.va.gov/til/dguide/barrfree.doc).

To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

Accessibility requirements shall be installed and coordinated with Tenant Improvements.

3. *Ceilings.* A complete acoustical ceiling system (which includes grid and angled tegular tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided. HVAC system shall comply with the VA Design Manuals and provide the required air changes per hour (ACH) for each space type.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the VA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Clearing/Demolition.* The Offeror shall clear construction site, remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any clearing/demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any clearing/demolition shall be completed in accordance with all applicable laws.
14. All of the above improvements are described in more detail hereinafter in this solicitation.
15. Unless an item is specifically labeled as Schedule B, Exhibit A of Schedule C or otherwise labeled as a Tenant Improvement, it shall be considered a shell rent item.

Table of Contents – 8

16. Project Development fees associated with design, overhead, profit, etc. will be in shell rent.

1.12 SEISMIC SAFETY (FEB 2007)

A. All offers received in response to this SFO 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*, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available from the Contracting Officer) with the initial offer, from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, **AS MODIFIED HEREIN:**

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE¹	Model Building Seismic Design Provisions		
	BOCA^{1s}	SBCCI^{1s}	UBC^{1s}
Wood Frame, Wood Shear Panels (Type W1 and W2) ²	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) ³	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) ⁵	*	*	1991 ⁶
Unreinforced Masonry (Type URMA)	*	*	*

- ¹ Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- ² Buildings on hillside sites shall not be considered Benchmark Buildings.
- ³ Flat Slab Buildings shall not be considered Benchmark Buildings.
- ⁴ Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- ⁵ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- ⁶ Refers to the UBCB Section of the UBC.
- ^{1s} Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- * No Benchmark year; building shall be evaluated using FEMA-310.
- ** Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.
 SBCCI Southern Building Code Congress International, *Standard Building Code*.
 UBC International Conference of Building Officials, *Uniform Building Code*.

3. Section 1.3.2, Leased Buildings, shall be revised as follows:
 - a. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
 - i. The leased space is 10,000 square feet or less AND
 - ii. The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_s , is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1 , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.

5. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

1.13 RESERVED

1.14 RESERVED

1.15 LABOR STANDARDS

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the contract exceeds \$2,000.00, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to VA's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <HTTP://WWW.ARNET.GOV/FAR/>.

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

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

1.16 DAVIS BACON WAGES

The wages to be paid during performance under this lease contract must conform to the Department of Labor's General Wage Decision No. NV120016, dated February 10, 2012, during the period of construction of the leased premises. A copy of the standards is provided in Attachment 1 of this Solicitation. It is the Lessor's responsibility to obtain and maintain the most current rates.

1.17 RECORDATION REQUIREMENTS

The Lessor will 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 lease award. Evidence of such must be provided to the Contracting Officer.

2.0 AWARD FACTORS AND PRICE EVALUATION

2.1 EVALUATION OF OFFERS

The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and factors as stated below will be considered. The Offeror shall submit adequate written information for evaluation purposes on each evaluation factor. The Technical Evaluation Factors and Sub-factors, other than cost and price, when combined, are significantly more important than the value of cost/price. The technical evaluation factors are listed in descending order of importance; similarly sub-factors which fall under each factor are listed in descending order of importance.

2.2 PRICE EVALUATION

A. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

B. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot 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 square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
3. Annual adjustments in operating expenses will not be made. The gross annual per square foot price, will be discounted annually at 4.4 percent to yield a gross present value cost (PVC) per square foot.
4. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 1.7 percent compounded annually and discounted annually at 4.4 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot 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 cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 - d. The cost of the Offeror's project development fees associated with Tenant Improvements. The Lessor is required, as part of their offer, to identify fees, if any, for administrative costs, general contractor fees, profit and overhead costs, Offeror's overhead, A/E design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. These fees, expressed as a percentage rate, will be evaluated. The amount of project development fees will be added for purposes of price evaluation.
5. The sum of subparagraphs 3 and 4 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes

2.3 TECHNICAL EVALUATION FACTORS

The Technical Evaluation Factors and Subfactors, other than cost and price, when combined, are significantly more important than price, and are listed in descending order of importance.

A. Technical Quality

The technical quality factor includes the quality of the building design and systems, site development, and the overall design concept. The Offeror is required to submit drawings, narratives, and calculations that address this factor and all of its sub-factors. The Offeror must submit plans (per Paragraph 3) along with the design narrative. VA will evaluate the plans and design concept narrative. VA will evaluate the materials, systems, plans and design concept narrative of the proposed building based upon the following factors:

- (1) Architectural Concept:
This factor considers the interior functional and spatial relationships shown in the Offeror's floor plan and compliance with the requirements of VA's space program, Schedule B. The proposed space offered shall be of a shape and dimension that will accommodate the space program and interior functional requirements of the VA. It is the Offeror's responsibility to ensure all code requirements are met. Consideration will be given to the number and size of floors, column placement, footprint, circulation systems, and placement of mechanical, plumbing, and electrical service spaces.
- (2) Building Design:

This factor refers to the technical excellence and the appropriateness of the design in meeting VA needs and criteria. Building efficiency, energy conservation, functionality, and building systems are key elements to be considered. Construction materials will be evaluated with respect to the type and durability proposed for construction. The building must meet or exceed the requirements specified in this solicitation. Overall, the building must project a professional and aesthetically pleasing appearance and shall be compatible with its surroundings. This factor also includes the manner in which natural daylight will be accessed within the building design, i.e., the number of windows and skylights as well as their location in relation to administrative spaces and major waiting areas will be considered.

- (3) **Sustainable Design & Energy Efficiency:**
The building envelope and systems will be evaluated for compliance with the requirements of this document's Mandatory Provisions for Energy Conservation and Sustainable Design and Energy Efficiency. The Offeror should submit drawings, specifications, calculations and narrative(s) addressing sustainable design and energy efficiency. The design narrative shall address the manner in which natural daylight will be accessed within the building design, i.e., the number of windows and skylights as well as their location in relation to administrative spaces and major waiting areas will be considered. Reasonable innovation in this area will be looked upon favorably.
- (4) **Quality of Site Development:**
This factor considers the Offeror's development of the site to accommodate VA's conceptual building footprint including the setbacks; the ingresses and egresses to and from the main (public) and emergency entrances, and loading dock; accessible parking lots and walkways; traffic patterns to maximize the flow of vehicles to and from the main thoroughfare; and how the landscaping design fits the surrounding park areas, adheres to local landscaping codes, and provides an aesthetically pleasing atmosphere. Offeror will take into consideration the site physical security in relation to the surrounding area.

B. Evidence of Capability to Perform

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

- (1) **Past Performance:**

Include the following information for each contract and subcontract performed by the Offeror and key personnel during the past three (3) years, as well as those contracts and subcontracts currently ongoing. A separate record must be completed for each contract and subcontract.

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

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

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

- Timeliness of Performance;
- Cost Control;
- Effective Management;
- Customer Satisfaction;
- Quality Awards; and,

Table of Contents – 12

- The Technical Success of the Project.

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

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

In addition to the above information, the Government may perform additional research to evaluate past performance, including database queries, interviews with other agencies, or other methods.

- (2) Socio-Economic Status: Service Disabled Veteran Owned Small Business (SDVOSB), Veteran Owned Small Business (VOSB), or Small Business Status.

Eligible Service Disabled Veteran Owned Small Businesses, Veteran Owned Small Businesses, or Small Businesses shall receive credit for their status. Service Disabled Veteran Owned Small Businesses will receive full credit for this evaluation criteria, Veteran Owned Small Businesses will receive partial credit greater than, all other Small Businesses, which will receive partial credit. To receive credit as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database. ([HTTP://WWW.VETBIZ.GOV](http://www.vetbiz.gov)).

In order to receive credit for the small business evaluation criteria, small businesses must have an active registration in Central Contractor Registration (CCR) ([HTTPS://WWW.BPN.GOV/CCR/](https://www.bpn.gov/ccr/)) at the time of initial offer submission. Small business verification will be conducted through CCR; submit verification via screen snapshot of vendor's CCR Record with the technical proposal.

- (3) Financial Resources:

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

- Amount of Loan;
- Term in Years;
- Annual Percentage Rate;
- Length of Loan Commitment;
- Name of the Principal(s) Involved; and
- The Purpose of the Loan.

The Offeror shall submit evidence of a firm commitment of funds in an amount sufficient to perform the work upon request of the Contracting Officer.

- (4) Design Team Qualifications:

Provide a completed SF 330, "Architect-Engineer Related Services for Specific Project" for each individual or firm on the Lessor's design team. Identify key personnel to be committed to the project. In Part I, Section H of SF 330, provide a description of outstanding commitments for each firm and key personnel. As a minimum, the design team shall include entities providing the following services: Architecture, Civil Engineering, Mechanical Engineering, Electrical Engineering, and Interior Design.

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

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

- (5) Contractor Qualifications:

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

Table of Contents – 13

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

C. Operations and Maintenance Plan

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

- Interior and Exterior Maintenance of Building and Grounds,
- Routine and Emergency Calls - Procedures and Response Times,
- Staffing Plan, Administrative Procedures, and Quality Control Plan.

2.4 AWARD

- A. After conclusion of negotiations, the Successful Offeror and the VA Contracting Officer will execute a lease prepared by VA, which incorporates the agreement of the parties. The lease shall consist of the following:
1. U.S. Government Lease for Real Property (SF2),
 2. General Clauses,
 3. Representations and Certifications
 4. The pertinent provisions of the offer, and
 5. The pertinent provisions of the SFO,
 6. Floor plans of the offered space.
- B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

3.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

3.1 OFFER PROCEDURES (AUG 2008)

A. Offers, including all required documents, must be submitted to the Contract Specialist at the address below. Documents must be properly executed and received no later than 2:00 PM PST on the offer due date as specified in Paragraph 1.4 above.

Express Mail or Hand Delivered:

Amanda Simmons
VA Southern Nevada Healthcare System
6900 North Pecos Road
Building 5, Room 2F209
North Las Vegas, NV 89086

B. REQUIRED DOCUMENTS:

Offers shall be submitted to VA at the above referenced location in two (2) separate Volumes. Offers shall be properly signed, initialed, converted to a PDF file and indexed with bookmarks, and submitted on compact discs. Each compact disc shall be marked appropriately: Volume 1-Technical Proposal and Volume 2-Price Proposal. Offerors shall also submit one original hard copy of each Volume, and drawings and renderings to the Contract Specialist at the address above with proper signatures as applicable.

Offers shall consist of the following documents:

Volume 1-Technical Proposal (6 discs)

- Plans, written narratives, design concept, calculations, mechanical and electrical systems, personal access control system and energy efficiency of the proposed building;
- All applicable drawings (One (1) hard copy of drawings and renderings shall be provided)
- Building Operating Plan;
- Detailed Operations and Maintenance Plan narrative;
- GSA Form 527, Contractor's Qualifications and Financial Information;
- GSA Form 330, Architect-Engineer Qualifications;
- Past Performance Survey Form;
- Basic Solicitation and Amendments, if applicable;
- PART VI Labor Standard Provisions;
- GSA Form 3516A, Solicitation Provisions;
- 3517B, General Clauses;
- 3518, Representations and Certifications;
- Certification of Building Energy Performance
- A proposed sustainable checklist identifying targeted solutions to meet LEED® Silver certification. Along with the proposed checklist, the Offeror shall submit a brief statement outlining how each of the LEED® credits proposed will be achieved.
- Evidence of compliance with Seismic criteria.
- Information that addresses any other award factors which are listed in Paragraph 2 of the Solicitation.
- Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign the lease documents.

- To receive credit as SDVOSB or VOSB, an offeror must be registered and verified in Vendor Information Pages (VIP) database. ([HTTP://WWW.VETBIZ.GOV](http://www.vetbiz.gov)). Provide proof of verification with offer.
- Initialed FAR Clause 52.204-10.
- Information that addresses any other award factors which are listed in the solicitation Paragraph 2 of the Solicitation.

Volume 2-Price Proposal (2 discs)

- GSA Form 1364A, Proposal to Lease Space;
- GSA Form 1217, Lessor's Annual Cost Statement;
- An itemized cost for all individual items in Schedule B, including all parts
- A list of Unit Costs for Adjustments (Part IV Schedule C Exhibit A), and a list of Unit Prices for Alterations (Part IV Schedule C Exhibit B); and Certificate of Current Cost.
- Tenant Improvement Costs (See Attachment 6)
- Bid Summary Form (See Attachment 6)
- Maintenance Cost Worksheet

3.2 FORMS AND PRICING INFORMATION (AUG 2008)

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

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
2. GSA Form 1364, Proposal to Lease Space. Complete both pages of the 1364, including, but not limited to:
 - a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
 - b. A total lease rate per square foot, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area build out, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - c. The annual cost (per usable and rentable square foot) 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 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
 - d. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.
 - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs c, d, f, and g for the lease.
 - f. A fully-serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
 - g. *Statement of Offeror's Fees for Tenant Improvements.* Provide a listing of Offeror's administrative costs, Offeror's profit and overhead, A/E design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per rentable square foot, etc.). State any assumptions used to compute the dollar costs for each fee component.
 - h. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.

3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the VA Tenant Representative broker (expressed in either % or \$).
4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
5. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.
6. A LEED®-NC 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.
 - a. From the entirety of available LEED Credits, the Lessor must achieve the following Credits on the project:
 - i. Water Efficiency: Credit 1.2: Water Use Reduction 30%
 - ii. Energy & Atmosphere: Credit 1.1 Optimize Performance – Lighting Power
 - iii. Energy & Atmosphere: Credit 1.3 Optimize Energy Performance- HVAC
 - iv. Energy & Atmosphere: Credit 2: Enhanced Commissioning
 - v. Materials and Resources: Credit 5.1: Regional Materials 20% Manufactured Regionally
 - vi. Indoor Environmental Quality: Credit 2: Increased Ventilation
 - vii. Indoor Environmental Quality: Credit 3.2: Construction IAQ Management Plan, Before Occupancy
 - viii. Innovation & Design: Credit 2 LEED® Accredited Professional
 - b. The Lessor must identify the USGBC LEED® accredited professionals (APs) as team members, including their roles throughout the project.
 - c. Note: submittal requirements for the above are now located under the "Green Lease Submittals" paragraph of this SFO.
7. An initialed copy of Federal Acquisition Regulation 52.204-10 (Reporting Executive Compensation and First Tier Subcontract Awards.)

3.3 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2009)

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

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to complete the project. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
3. Evidence of ownership or control of proposed site.

B. AFTER AWARD:

Within 20 calendar days after lease award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The license or certification to practice in the state where the proposed facility will be located from the individual(s) and/or firm(s) providing architectural and engineering design services.
3. Satisfactory title showing fee simple ownership of the proposed property site, or an option to lease property site for longer than the duration of the lease term, including all renewal options. Fee simple title or option to lease must be free of any encumbrances that may limit the rights, responsibilities or liabilities of the parties to the VA lease.

FAILURE TO MEET ANY OR ALL OF THE REQUIREMENTS AS SET FORTH IN PARAGRAPHS 2.4 AND 3.3 INCLUDING SUB-PARAGRAPHS, WITHIN THE SPECIFIED TIMEFRAMES SHALL BE A BASIS FOR DETERMINATION OF NON-RESPONSIBILITY OR FOR TERMINATION OF THE CONTRACT FOR DEFAULT.

FAILURE ON THE PART OF THE GOVERNMENT TO ENFORCE ITS RIGHTS TO DECLARE A DEFAULT WILL NOT BE DEEMED A WAIVER OF ANY OF THE GOVERNMENT'S RIGHTS UNDER THIS SOLICITATION.

C. AFTER ISSUANCE OF NOTICE TO PROCEED FOR TENANT IMPROVEMENTS:

Within 30 calendar days after the Contracting Officer issues the Notice to Proceed with improvements, the Lessor shall provide to the Contracting Officer evidence of:

Table of Contents – 17

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

3.4 BUILDING AND SITE INFORMATION SUBMITTALS (SEP 2009)

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

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation.
2. A Seismic Safety Certification.
 - a. For new construction, required upon substantial completion, in accordance with the "Seismic Safety for New Construction" paragraph located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).
3. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value,, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.
4. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
5. Plans for Space Offered.
 - a. Plans of the entire floor for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the proposed locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where proposed building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where proposed exit stairs are interrupted or discontinued must also be provided. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD and based on VA National CAD Standard Application Guide ([HTTP://WWW.CFM.VA.GOV/TIL/PROJREQ.ASP#CAD](http://www.cfm.va.gov/til/projreq.asp#cad)). The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.
 - b. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within 30 days.
 - c. Plans shall reflect the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
 - d. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the proposed common corridors and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the proposed corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the proposed corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Proposed corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award. Additional proposed egress corridors required by the tenant agency's design intent drawings will not be deducted from the ANSI/BOMA Office Area square footage that the most efficient corridor pattern would have yielded.
6. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this SFO. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.

Mandatory paragraph: must use when using the *Location: City Center (Aug 2008)* paragraph in the SUMMARY section of this sfo, otherwise delete.

B. AFTER AWARD:

1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.
2. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, provide the schedule of periodic services for other than daily, weekly or monthly services.

Table of Contents – 18

3.5 GREEN LEASE SUBMITTALS (AUG 2008)

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

1. The name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
2. A Statement of Energy Performance (for new construction, a statement of projected energy performance) from the Energy Star Portfolio Manager Web site at http://energystar.gov/index.cfm?c=evaluate_performance.bus_portfoliomanager. (To create a portfolio manager account, login to <https://www.energystar.gov/istar/pmpam/>.) The Statement of Energy Performance is a summary of the building's energy performance for the previous calendar year (for new construction, projected calendar year 1), and reflects the offered building's Energy Star rating based on its actual energy consumption, facility characteristics (size, occupancy, operation hours, number of computers) and is sealed by a professional engineer.
3. Statement of Energy Performance must reflect building performance within 4 months ending prior to the offer date.

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

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of the SFO.
2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
6. Construction Waste Management Plan:
Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the Contracting Officer, may permit alternative means of disposal.
7. Building Recycling Service Plan:
A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.
8. A signed statement provided to the Contracting Officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" (Dec 2007) paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" (Aug 2008) paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO a written commissioning plan submitted to the Contracting Officer prior to the completion of Design Intent Drawings that includes:
 - a. a schedule of systems commissioning (revised as needed during all construction phases of the project -with such revisions provided to the Contracting Officer immediately) and
 - b. a description of how commissioning requirements will be met and confirmed.
10. At completion of LEED® documentation and receipt of final certification, two electronic copies of all supporting documentation for certification on compact disc.

3.6 SCHEDULE B AND SCHEDULE C INSTRUCTIONS

A. Schedule B Pricing Instructions

The Offeror shall submit **lump-sum pricing** for the purchase and installation of special equipment items specified in Schedule B for laboratory and clinic areas and other Tenant Improvement items. Offeror lump-sum price will be converted to a square-foot cost but because this cost will be paid by lump sum it shall be evaluated at the beginning of the lease and therefore will not be discounted. All property placed in, upon, or attached to the premises to be leased, and for which the Government pays by means of lump-sum, shall be and remain the property of the Government, and may be removed or otherwise disposed of by the Government.

As part of the rental consideration, the Offeror must include supporting construction, HVAC systems, utilities, and electrical distribution systems for Offeror furnished equipment and VA furnished equipment to be installed in the Outpatient Clinic. The price for each item in Schedule B shall include only the direct costs of obtaining and installing the item. Supporting structure(s) and distribution systems are included in the basic shell rent. Therefore, no additional costs relating to the distribution of services (including plumbing, sewage or electricity) or supporting construction should be ascribed to the special equipment costs in Schedule B.

Special equipment items for the clinic are listed in Schedule B. Pricing lines have been provided at each item to be included for pricing purposes in the offer. The Offeror is required to identify the total price involved for each line item. Totals for each section must be entered on the Summary Price Sheet in the Schedule B document.

The Schedule B document is available as a convenience to Offerors in the form of an Excel workbook (electronic spreadsheet file). The individual worksheets (spreadsheets) in the file have been linked and formulas have been provided to facilitate computation of extended prices and totals. Electronic files are provided without warranty or obligation on the part of the government as to the accuracy or suitability for use. Users of electronic files shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising from the use of the electronic files.

Offerors are responsible for the accuracy and completeness of the quantities, costs, subtotals, and totals in their proposals.

Estimated quantities have been provided in Schedule B for use in preparation of offers. An adjustment will be made at the time of final inspection on those items specified in Schedule B if there is any deviation between the quantity actually provided and the Government's estimated quantity.

Further direction on completing Schedule B can be found in the Schedule B Attachment to this Solicitation.

A. Schedule C Pricing Instructions

This requirement does NOT include a Tenant Improvement Allowance; in lieu of a Tenant Improvement Allowance, Exhibit A of Schedule C has been included as an attachment to the Solicitation and should be considered for development of Tenant Improvement costs. Exhibit B of Schedule C is included for purposes of estimating future alterations. Offerors shall identify prices for each Schedule C item with their initial offer. As outlined on the Schedule C spreadsheet the total cost for each line item shall include the Cost of Material for the Total Quantity as well as the Total Cost of Labor to install all Materials. Once these prices have been agreed to and memorialized in the lease document they will not be subject to change. All prices shall be fully installed and finished.

All quantities listed in Schedule C are estimates based on a conceptual layout for the amount of gross square footage required for this building. Once the exact quantity for each material is known the Government will use the unit price for each line item to adjust the total cost of Exhibit A of Schedule C. VA will use each unit cost to make a lump sum payment at time of acceptance of the building or to negotiate a rental increase if the amount of material required by the layout is more than specified. If the amount of material is less than specified, VA will take credit from the initial rental payment.

Exhibit A of Schedule C costs are to be included in Tenant Improvement costs and will be paid in lump sum, unless otherwise noted as above.

Further direction on completing Schedule C can be found in the Schedule C Attachment to this Solicitation.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and Net Usable Square Feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:

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

C. COMMON AREA FACTOR:

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

4.2 RESERVED

4.3 RESERVED

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

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the lease. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

4.5 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 6:30 a.m. to 7:00 p.m. except Saturdays, Sundays, and federal holidays.

4.6 OVERTIME USAGE (AUG 2008)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the VA Buildings Manager, or a designated Tenant Agency official. When ordered, services shall be provided at the hourly rate established in the contract, which shall include all the Lessor's administrative costs. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.
- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.
- E. **Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.**

4.7 UTILITIES (AUG 2008)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

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

- A. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in this SFO. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Submeters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
- C. The Offeror shall submit a building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing. Such plan shall be in operation on the effective date of the lease.

4.9 JANITORIAL SERVICES (AUG 2008)

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

B. SELECTION OF CLEANING PRODUCTS:

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

- 1. use products that are packaged ecologically;
- 2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and
- 3. minimize the use of harsh chemicals and the release of irritating fumes.
- 4. Examples of acceptable products may be found www.gsa.gov/p2products.

C. SELECTION OF PAPER PRODUCTS:

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

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

- 1. *Daily*. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
- 2. *Three Times a Week*. Sweep or vacuum stairs.
- 3. *Weekly*. Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- 4. *Every Two Weeks*. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
- 5. *Monthly*. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
- 6. *Every Two Months*. Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- 7. *Three Times a Year*. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the VA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.10 SCHEDULE OF PERIODIC SERVICES (DEC 2005)

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

4.11 LANDSCAPE MAINTENANCE (AUG 2008)

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

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

4.12 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

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

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

4.13 NOVATION AND CHANGE OF NAME (AUG 2008)

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205
- C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
- J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.15 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 SECURITY FOR NEW CONSTRUCTION (NOV 2005)

- A. The requirements of this SFO can only be satisfied through the construction of a new building that fully complies with the lease security standards as described in this SFO and its attachments.
- B. The Offeror shall provide a written certification from a licensed professional engineer that the building(s) conforms with a minimum of:
 - 1. Window glazing and façade protection level, with a performance condition as specified in this SFO, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.
 - 2. Setback distance, as specified in this SFO, from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).
 - 3. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.
- C. The Offeror shall provide a Pre-Lease Building Security Plan (BSP) with its offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.
- D. The Offeror shall provide the Government with all design and engineering documents, including structural engineering calculations.
- E. Offers must include an itemized estimate for the costs of each security item identified as "shell" in the Lease Security Standards section elsewhere in this SFO and for any security item identified as a Special Requirement.

5.2 SEISMIC SAFETY FOR NEW CONSTRUCTION (AUG 2008)

- A. DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:
 - 1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
 - 2. "IBC" means "International Building Code" (IBC). The IBC can be purchased from the International Code Council (ICC) at (703) 931-4533, or by visiting [HTTP://WWW.ICCSAFE.ORG](http://www.iccsafe.org).
 - 3. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment A, together with any required attachments.
- B. The design and construction of new buildings, or addition to existing buildings shall conform to the seismic provisions of the latest edition of the International Building Code (IBC) by "Substantial Completion".
- C. At the time of "Substantial Completion," the Lessor shall provide a written certificate from an Engineer affirming that the building design and construction conform to the seismic provisions of the latest edition of the International Building Code (IBC).
- D. All design and construction documents, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government.

5.3 FIRE PROTECTION FOR NEW CONSTRUCTION (AUG 2008)

- A. The Offeror shall provide a written statement from a licensed fire protection engineer that the building(s) fully complies with the fire protection and life safety requirements within this SFO.
- B. The new building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*.
- C. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.
- D. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:
 - 1. The building is 2 or more stories in height above the level of exit discharge.
 - 2. The total calculated occupant load of the building is 300 or more occupants.

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

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

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

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

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

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

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the VA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: [HTTP://CSRC.NIST.GOV/GROUPS/STM/CMVP/DOCUMENTS/140-1/1401VEND.HTM](http://CSRC.NIST.GOV/GROUPS/STM/CMVP/DOCUMENTS/140-1/1401VEND.HTM). All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL: [HTTP://CSRC.NIST.GOV/GROUPS/STM/CMVP/VALIDATION.HTML#02](http://CSRC.NIST.GOV/GROUPS/STM/CMVP/VALIDATION.HTML#02). (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the Central Contractor Registration (CCR) database at WWW.CCR.GOV that have a need to know such information. If a subcontractor is not registered in the CCR and has a need to possess SBU building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

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

- a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
- b. In person. Contractors must provide SBU building information only to authorized representatives of State, Federal, and local government entities and firms currently registered as "active" in the CCR database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the State, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this clause. This list must include at a minimum (1) the name of the State, Federal, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU building information, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once work is completed, or for leased space with the submission of the "as built" drawings, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the contracting officer. For federal buildings, final payment may be withheld until the lists are received.

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

E. DESTROYING SBU BUILDING INFORMATION. SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the contracting officer, when no longer needed, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for

Table of Contents – 26

Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF). If SBU building information is not returned to the contracting officer, examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.

- F. NOTICE OF DISPOSAL. The contractor must notify the Contracting Officer that all SBU building information has been destroyed, or returned to the Contracting Officer, by the contractor and its subcontractors or suppliers in accordance with section (e) of this clause, with the exception of the contractor's record copy. This notice must be submitted to the contracting officer at the completion of the contract in order to receive final payment. For leases, this notice must be submitted to the Contracting Officer at the completion of the lease term.
- G. INCIDENTS. All improper disclosures of SBU building information must be immediately reported to the contracting officer where listed on the first page of this document. If the contract provides for progress payments, the contracting officer may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
- H. SUBCONTRACTS. The Contractor must insert the substance of this clause in all subcontracts.

5.5 UNIT COSTS FOR ADJUSTMENTS (AUG 2008)

Schedule C of this solicitation indicates various types of materials anticipated for floors, walls, and ceilings. Additionally, several paragraphs in this Solicitation specify means for determining quantities of materials not specified in Schedule C. Government projections of these various materials have been made to assist the Offeror in cost estimating and have been included on Exhibit A of Schedule C. Actual quantities may not be determined until after the lease is awarded and the space layout is completed. To enable an equitable settlement if the final Government layout departs from the projection, the quantities specified on exhibit A of Schedule C are to be included in the per square foot rate being proposed. A unit cost for each of these materials is required.

The unit costs will be considered as Tenant Improvements and the total will be noted on Form 1364-A.

Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by VA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

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

The Offeror is required to submit a list of "Unit Prices for Alterations" for any alterations required during the first year. This list will be used, after acceptance by VA, for contracts for alterations costing \$100,000 or less. These prices may be indexed or re-negotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government. (Use Exhibit B of Schedule C for this purpose.)

Prices for changes in quantities of the types or styles of finish materials requested by the Government shall be computed using the unit costs for the materials in question from Section 1 of Schedule C.

Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement. The clauses entitled "GSAR 552.232-75, Prompt Payment (SEP 1999)," "GSAR 552.232-70, Invoice Requirements (Variation) (SEP 1999)," and "GSAR 552.232-76, Electronic Funds Transfer Payment (MAR 2000) (Variation)" apply to orders for alterations (See GSA Form 3517B). All orders are subject to the terms and conditions of the lease.

Orders may be placed by the Contracting Officer or other authorized representatives when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to agency officials. The agency officials are not authorized to deal with the Lessor on any other matters.

5.7 SPECIAL WORK (INSTALLATIONS AND ALTERATIONS)

The Government may require special installations in the space, such as computer rooms containing special air conditioning and heating controls, flooring and various electrical, plumbing, and mechanical facilities, and equipment not otherwise specified in this Solicitation. The Government reserves the right to contract separately for such facilities, equipment and/or installations; or it may require the Offeror to perform such work. In the event the Government requires the Offeror to complete such installations, the Offeror will be required to submit a cost estimate to the Contracting Officer within 30 days after receipt of complete specifications for the special installation.

If the Government contracts with the Offeror to effect such installations, payment will be made on a lump-sum basis or through increased rental payments at the Government's option. (Increased rental payments will recognize residual values to the Owner and will include interest, if any, at a rate not in excess of the first mortgage.) In connection therewith, the successful Offeror will be required to accomplish such work on an actual cost basis, and the Government payment, therefore, will be computed on the basis of such.

Table of Contents – 27

5.8 WORK PERFORMANCE (SEP 2000)

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

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

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.
- B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.
- D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

5.10 LIQUIDATED DAMAGES (AUG 2008)

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

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

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

5.12 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

- A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.

- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.13 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. FLUSH-OUT PROCEDURE:
1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

Table of Contents – 29

2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
 3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

5.14 CONSTRUCTION SCHEDULE (MAR 2007)

- A. Within 30 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 60 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

5.15 CONSTRUCTION SCHEDULE AND ACCEPTANCE OF SCHEDULE B IMPROVEMENTS (SEP 2009)

- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's construction documents; 4) the Government's review of the construction documents; 5) the TI submittal, review and Notice to Proceed (NTP) process; 6) the Lessor's construction of the subject leased area; and 7) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the VA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the VA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings including: 1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations; and repositioned sprinklers, ceilings, and lighting, where impacted; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. Design intent drawings shall be due from the Lessor within 20 working days from award.
2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 5 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 5 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

C. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical,

electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 20 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 5 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 5 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

E. CONSTRUCTION OF SCHEDULE B IMPROVEMENTS:

The Lessor shall construct all Schedule B Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Schedule B Improvements within 270 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

F. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

At least fourteen (14) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have seven (7) working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses). Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

G. RENT COMMENCEMENT:

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in mutually agreed upon post award construction schedule.

H. LEASE COMMENCEMENT:

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space, if different from the date previously established in the lease. In any case, the lease commencement date shall not be prior to the rent commencement date.

5.16 PROGRESS REPORTS (AUG 2008)

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

5.17 CONSTRUCTION INSPECTIONS (AUG 2008)

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

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

5.18 FLOOR PLANS AFTER OCCUPANCY (DEC 2005)

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

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

5.19 WAIVER OF RESTORATION (AUG 2008)

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

6.0 GENERAL ARCHITECTURE

6.1 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.

6.2 EXITS AND ACCESS (DEC 2007)

- A. Vestibules shall be provided at main 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. Provide canopies over main patient entrance to outpatient clinic. The canopies shall extend 2 feet [0.6 m] beyond the curb lines to protect patients from inclement weather. To reduce the size and cost of canopies, locate the curb line near the entrance if compatible with other design considerations

6.3 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

- 1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
- 2. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction or 2) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

6.4 WINDOWS (SEP 2009)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

6.5 WINDOW COVERINGS (SEP 2009)

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

6.6 FLOORS AND FLOOR LOAD (SEP 2000)

Minimum uniform basic design live loads shall conform to the locally adopted codes and as follows.

In order to provide a flexible design for occupancy changes in the future, generalized live load categories should be applied to large areas of the floor plate.

Where actual occupancy load requirements or concentrated equipment loads exceed the minimum uniform live loads, the areas in question shall be designed to meet the specific load conditions.

6.7 CEILINGS (SEP 2009)

- A. Ceilings shall be at least 9 feet, 0 inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased 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 Government-demised area prior to construction of the Tenant Improvements, 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 Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.

D. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

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 regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
3. *Corridors and Eating/Galley Areas.* Plastered or spackled and taped gypsum board or mineral acoustical tile.

6.8 ACOUSTICAL REQUIREMENTS (SEP 2009)

A. BUILDING SHELL:

1. *Reverberation Control.* Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 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.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 55
 - b. Offices NIC 45
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

6.9 PARTITIONS: GENERAL (DEC 2007)

BUILDING SHELL:

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

6.10 PARTITIONS: PERMANENT (SEP 2000)

BUILDING SHELL:

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

6.11 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
 1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, WWW.EPA.GOV/CPG.
- D. The Contracting Officer shall approve the landscaping to be provided.

6.12 FLAGPOLE AND DISPLAY (AUG 2008)

A. BUILDING SHELL:

1. A flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Lessor, as part of shell rent, and replaced at all times during the lease term when showing signs of wear.

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

7.0 ARCHITECTURAL FINISHES

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

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the WWW.EPA.GOV/CPG/PRODUCTS.HTM web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:
 - 1. the cost of the recommended product is unreasonable;
 - 2. inadequate competition exists;
 - 3. items are not available within a reasonable period of time; and
 - 4. items do not meet the SFO's performance standards.

7.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, www.epa.gov/epp and USDA BioPreferred products web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:
 - 1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
 - 2. Minimize the consumption of resources, energy, and water;
 - 3. Prevent the creation of solid waste, air pollution, or water pollution; or
 - 4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

7.3 FINISH SELECTIONS (AUG 2008)

- A. All required finish option samples must be provided within 7 days of the request for such by the Contracting Officer. VA must deliver necessary finish selections to the Lessor within 20 days after award or after receipt of plans and samples, whichever is later.
- B. All building finishes must be for first class, modern space.
- C. The Lessor must consult with the Contracting Officer prior to developing a minimum of 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 be in compliance with specifications set forth elsewhere in this SFO. The Lessor must provide the required finish options within 7 working days of the request for such by the Contracting Officer. The finish options must be approved by VA prior to installation. Upon review with the Tenant, the Contracting Officer must select one finish option within 10 working days, and unless otherwise specified prior to lease award, the Offeror may assume that one finish option will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the finish option is selected.

7.4 WOOD PRODUCTS (AUG 2008)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.cites.org/eng/resources/species.html

- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

7.5 ADHESIVES AND SEALANTS (AUG 2008)

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

7.6 DOORS: SUITE ENTRY (AUG 2008)

A. BUILDING SHELL

- 1. Exterior building entry doors shall be provided as part of the building shell and shall have a minimum clear opening of 36" wide x 80" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, *Life Safety Code* (current as of the award date of this Lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss 100% Acrylic paint. Lessor shall install and maintain locks on all interior doors as required by Government, providing Government with 2 keys per lock and 2 master keys for these locks.

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 6-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. 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 panned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101. Lessor shall be responsible for repair and maintenance of all door locks and hardware. Provide types of hardware for each door as indicated in Schedule D; ROOM FINISH, DOOR AND HARDWARE SCHEDULE.

- B. Provide anodized aluminum and automatic horizontal sliding doors.

7.7 DOORS: INTERIOR (AUG 2008)

TENANT IMPROVEMENT

Doors within the Government-demised area shall be provided as part of the Tenant Improvement and shall have a minimum clear opening of 32" wide x 80" high. Doors to rooms accessed by patients shall be 42" wide as required in Schedule D: ROOM FINISH, DOOR AND HARWARE SCHEDULE. Doors shall be flush, solid-core, wood with a natural wood veneer face or an equivalent door pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, *Life Safety Code* (current as of the award date of this lease). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss 100% acrylic paint.

7.8 DOORS: HARDWARE (DEC 2007)

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

B. SCHEDULE D INFORMATION:

The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 6-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 panned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101. Lessor shall be responsible for repair and maintenance of all door locks and hardware. Provide types of hardware for each door as indicated in Schedule D: ROOM FINISH, DOOR AND HARDWARE SCHEDULE.

Table of Contents – 37

7.9 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

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

Door identification shall be installed in approved locations adjacent to office entrances as part of the building shell costs. The form of door identification shall be approved by the Contracting Officer.

7.10 PARTITIONS: SUBDIVIDING (SEP 2009)

A. BUILDING SHELL:

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

B. SCHEDULE C INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the Tenant Improvement cost. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 45. Partitions surrounding Mental Health Offices, Group Rooms and Classrooms shall be full height to structure above and have a minimum sound transmission class (STC) of 55. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
4. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

7.11 WALL FINISHES (AUG 2008)

A. BUILDING SHELL:

1. Physical Requirements.

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.
- b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint or an equivalent.

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

B. SCHEDULE C INFORMATION:

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

7.12 PAINTING (SEP 2009)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer.
2. Public areas shall be painted at least every 3 years.

3. If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within shell rent. Cyclical repainting of demised tenant spaces shall occur every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

B. SCHEDULE D INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by VA for painting shall be newly finished in colors acceptable to VA.
2. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
 - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - i. Flats: 50 grams per litre (g/L).
 - ii. Non-flats: 150 g/L.
 - d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
 - e. Clear wood finishes:
 - i. Varnish: 350 g/L.
 - ii. Lacquer: 550 g/L.
 - f. Floor coatings: 100 g/L
 - g. Sealers:
 - i. Waterproofing sealers: 250 g/L.
 - ii. Sanding sealers: 275 g/L.
 - iii. All other sealers: 200 g/L.
 - h. Shellacs:
 - i. Clear: 730 g/L.
 - ii. Pigmented: 550 g/L.
 - i. Stains: 250 g/L.
 - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this SFO.

7.13 FLOOR COVERING AND PERIMETERS (AUG 2008)

A. BUILDING SHELL:

1. 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 marble, granite, or terrazzo or durable resilient sheet flooring, solid vinyl floortile, or vinyl composite tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, or marble.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
3. Any alternate flooring must be pre-approved by the Contracting Officer.
4. In addition to the building shell flooring discussed above, the Government-demised areas which are designated by VA for cyclic carpet replacement shall be recarpeted every 5 years with a product meeting this solicitation's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

B. SCHEDULE D INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's approved design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl or carpet base.
2. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.
3. Any alternate flooring shall be pre-approved by the Contracting Officer.

B. **INSTALLATION:**

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

C. **FLOORING – REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture;
 - c. it has curls, upturned edges, or other noticeable variations in texture,
 - d. tiles are loose, or
 - e. tears and/or tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

7.14 CARPET TILE (AUG 2008)

A. Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:

1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer [e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw , and Honeywell (formerly BASF).
2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, www.epa.gov/epp.
3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd² for level cut/uncut construction.
5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
10. *Flammability:* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
11. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
12. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to VA.

8.0 MECHANICAL, ELECTRICAL, PLUMBING

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

A. BUILDING SHELL:

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

B. SYSTEMS COMMISSIONING:

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

C. TENANT IMPROVEMENT INFORMATION:

The Lessor shall provide and operate all equipment and systems installed as Tenant Improvements in accordance with applicable codes, technical publications, manuals, and standard procedures.

8.2 BUILDING SYSTEMS (AUG 2008)

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.

The Lessor and Design Engineer, as general guidance, shall use the technical information and standards contained in this solicitation. In order to provide the latitude needed for design, new concepts, etc., deviations may be made from the technical requirements provided professional judgment is made that a safe, adequate, quality design will result, **and approval is obtained** from the Contracting Officer. Deviations from those requirements included in Public Laws, Federal Regulations, Executive Orders, and similar regulations and user's special requirements **are not** permitted. This solicitation contains many VA criteria pertinent to the design of HVAC systems for VA Outpatient Facilities. Where specific criteria is lacking or missing, other relevant documents include, but are not limited to the latest versions (unless otherwise noted) of the following Codes and Standards:

VA Design Manuals PG-18-10, February 2008, with Amendment A, July 23, 2008 (available from the VA Technical Information Library (TIL))

VA Outpatient Clinic Design Guide, latest version (available from the VA TIL)

VA Sustainable Design and Energy Reduction Manual (available from the VA TIL)

VA Life Safety Protected Physical Security Manual for VA Facilities (available from the VA TIL)

AIA/FGI - American Institute of Architects/Facility Guidelines Institute "Guidelines for Construction of Health Care Facilities"

ANSI – American National Standards Institute

ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc – Fundamentals, HVAC Systems and Equipment, and Applications Handbooks, as well as Guideline 12-2000 "Minimizing the Risk of Legionellosis Associated with Building Water Systems

IMC – International Mechanical Code

NFPA - National Fire Protection Association

SMACNA – Sheet Metal and Air Conditioning Contractors National Association

UL – Underwriters Laboratories

A. CHILLED WATER SYSTEM

The capacity of the Chilled Water System, including accessories shall be based on the sum of the total cooling requirements of all connected air handling units. No additional safety factors should be required. Provide for N+1 redundancy in the chilled water system.

Chiller efficiency to meet requirements in the VA HVAC Design Manual.

Select Chillers with microprocessor-based controls that have the ability to interface with the building DDC system. All chiller points shall be viewable from the DDC system.

B. AIR HANDLING UNITS (AHU'S):

It is preferred that AHUs shall be of the variable air volume (VAV) type. However, in certain applications, and as approved by the VA, a constant volume (CV) AHU may be utilized. CV AHUs shall be similar to the VAV units, with the exception that the Supply

and Return Air Fans do not require VFDs unless the application calls for constant air volume delivery under varying filter static pressure drops. All supply and return ductwork shall be insulated.

AHUs shall be ARI-certified, factory-fabricated, and standard products of one manufacturer. All AHU's shall be constructed in modular, vertical or horizontal, double wall construction, and draw-through configuration. **Use of the blow-through air-handling units is not permitted, as fully saturated air leaving the cooling coil causes damage to the filters and sound attenuators on the downstream side.** All AHU's shall also be furnished with a return air fan for economizer cycle capability and to maintain pressure relationships.

Each AHU shall be installed as a standalone entity without any physical interface with another air-handling unit. Selection of stacked (one on the top of another) air-handling units is not permitted. Use of a common return air fan for two or more air-handling units is also not permitted. The capacity of a single air-handling unit shall not exceed 40,000 CFM [18,688 Liters/Second].

Air handling units and similar equipment shall be housed in a mechanical equipment room or in a mechanical penthouse building. Fully weatherized roof top units would be acceptable in lieu of mechanical equipment rooms or mechanical penthouse.

The AHU systems shall be designed to vary the supply air volume in response to the prevailing cooling load while still maintaining minimum outside air for ventilation under all operating conditions, from full-load to part-load conditions at the air-handling unit level. The system design shall include:

- Variable Speed Drives (VFDs) for supply and return/relief air fans
- Airflow measuring devices in supply, return, and minimum outside air ducts
- Supply air fan speed shall be controlled by polling all air terminal units
- Variable ventilation rates via AHU VFD throttling to required areas per the VA Sustainable Design and Energy Reduction Manual

Airflow measuring devices shall facilitate a tracking sequence in which a constant difference between the supply and return/relief air fans shall be maintained. Limit the tracking and speed reduction sequences to avoid return/relief air fan stalling while still maintaining minimum outside air.

The Supply and Return Air Fans shall be statically and dynamically balanced, centrifugal type, and suited for the specific applications. Select the fan type and construction to deliver design air volume at the estimated static pressure without exceeding the required noise and vibration criteria. Limit fan speed to 1,600 RPM. *Use of plenum centrifugal fans is not permitted.* Select the fans and motors for the calculated air volume and static pressure, adjusted for altitude, temperature, fan inlet/discharge conditions (system effect) as specified in AMCA 201-02. Fan selection shall be made within the stable range of operation at an optimum static efficiency.

The AHU casings shall be solid (without perforations) double-wall type, with thermal insulation between the inner and outer casings. The use of exposed interior insulation or lining is not permitted.

Provide insulated, stainless steel, double-wall, and double sloping drain pans for removing cooling coil condensate from the pan as soon as it is formed. The drain pans shall be coated with factory-applied, anti-bacterial finish.

Chilled water cooling coils shall be copper tube and aluminum fin construction. Select cooling coils at face velocity of 500 Feet/Minute [2.5 Meters/Second], with the fin spacing not to exceed 132 Fins/Foot [433 Fins/Meter].

Provide preheat coils for all AHUs where winter design temperature is 30 degrees F [-1.1 C] or less, using steam or hot water. Provide face velocity identical to the cooling coils.

Provide louvers for intake and exhaust systems, suitably rated for the conditions expected. I.e., hurricane rated louvers would be a requirement in Florida or the South Texas coast, but not in California.

The location of air intake and exhaust louvers shall be in compliance with the Life Safety Protected Physical Security Design Manual for VA Facilities.

C. BOILER:

The Boiler shall be high efficiency, ASME inspected and stamped, and comply with UL, AGA, NEC and NFPA. Confirm requirements for boiler type. Provide heating hot water boiler if there is no need for steam. If the facility requires a Sterile Processing and Distribution (SPD) area, steam humidification will be required, to be provided by a central steam boiler. Provide for N+1 redundancy in the heating system.

D. PUMP SYSTEM AND SELECTION:

Chilled Water Pumping/Piping Configuration - A comprehensive study shall evaluate a cost-effective and appropriate piping and pumping system. Two systems are described here – Primary/Secondary System (PSS) and Variable Primary System (VPS).

Primary-Secondary System (PSS):

Arrange piping and pumping in order to isolate a chiller and its associated auxiliary equipment while ensuring that the leaving chilled water temperature remains unchanged.

Primary Loop: Design a constant-volume, primary loop with a dedicated pump for each chiller. Chilled water supply and return headers shall enable the use of any pump with any chiller. Include a two-way modulating control-valve and a flowmeter in each

Table of Contents – 42

chiller circuit to isolate the idle chiller when not in operation and keep constant flow through each evaporator when one chiller or all chillers are in use.

De-Coupler Piping: Provide hydronic separation (de-coupler piping) between the primary and secondary loops to separate the two circuits and enable the chilled water flow to change direction.

Secondary Loop: Provide secondary pumping loop with multiple pumps. Provide two-way modulating control valves in the secondary circuit for the cooling terminal devices. Provide a high-accuracy flowmeter in the secondary circuit. Secondary pumps shall be equipped with variable speed drives. The secondary system is a variable flow system.

Variable Primary System (VPS):

A VPS system is less expensive in first cost and energy efficiency compared to a "traditional" primary/secondary system.

However, VPS is not suitable for all applications. While VA certainly encourages the use of VPS, inherent complexities of the system controls, start-up, and loading/unloading of the chillers must be resolved during the design development process. It is also important to ensure that minimum constant cooling load is always present for the VPS to be effective. The intent of either system is to maintain constant leaving chilled water temperature from full-load to part-load conditions.

In a VPS system, chilled water flow is allowed to vary throughout the loop, including in the evaporator tubes. Provide a common chilled water circulation/distribution loop to circulate water through the terminal cooling units and the chiller evaporators. Minimum flow through the system must not be allowed to drop below the manufacturer's recommended water velocity through the evaporator tubes. A bypass assembly, similar to the PSS system shall be included in the design.

E. Pump Selection:

Provide base-mounted, centrifugal (horizontal or vertical split-casing) or vertical turbine-type pumps for the Chilled Water applications.

Select pumps with an operating speed not greater than 1,750 RPM, and at or near the highest efficiency and to the left-hand side of the maximum efficiency point but not more than 5% from the maximum efficiency curve.

Pump motors shall be non-overloading over the entire range of their operation and shall be compatible with VFD's, where used for such applications. In general, 5 HP and smaller pumps can be selected as inline pumps.

F. AIR TERMINAL DEVICES:

All Air Terminal Devices (VAV Boxes) shall be provided in double wall configuration (without exposed internal lining) and shall be equipped with modulating heating hot water controls.

8.3 ENERGY COST SAVINGS (AUG 2008)

- A. For existing buildings, the Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the www.energystar.gov web site.
- B. All new construction shall achieve an Energy Star score of 75 or above within 18 months after reaching 80 percent occupancy and must retain the qualifying ENERGY STAR score or better (www.energystar.gov). If the Lessor fails to achieve an Energy Star score of 75 or above within 18 months after reaching 80 percent occupancy, the Government may assist the lessor in implementing a corrective action program to achieve such a score, and deduct all related costs (including administrative costs) from the rent.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eere.energy.gov/femp web site, or call the FEMP Help Desk at 1-877-337-3463.
- D. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Contracting Officer.
- E. The Offeror is encouraged to purchase at least 50% of the Government tenant's electricity from renewable sources.
- F. SUBMITTAL REQUIREMENT:
If renewable source power is purchased, provide documentation to the Contracting Officer within 9 months of occupancy.

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

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

- D. Insulating properties for all materials shall meet or exceed ASHRAE 90.1-2007. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

8.5 DRINKING FOUNTAINS (AUG 2008)

A. BUILDING SHELL:

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

8.6 TOILET ROOMS (AUG 2008)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following:
 - a. a mirror and shelf above the lavatory;
 - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
 - c. a coat hook on the inside faces of the doors to each water closet stall and on several wall locations by the lavatories;
 - d. at least one modern paper towel dispenser for every two lavatories;
 - e. coin-operated sanitary napkin dispensers in women's toilet rooms with a waste receptacle in each water closet stall;
 - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
 - g. a disposable toilet seat cover dispenser; and
 - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
 - i. a floor drain.
 - j. baby changing station

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

8.7 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

A. BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio as outlined in the drawings.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

3. For new installations:

- a. Water closets shall not use more than 1.6 gallons per flush.
- b. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
- c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

8.8 JANITOR CLOSETS (DEC 2007)

A. BUILDING SHELL:

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

8.9 HEATING AND AIR CONDITIONING (AUG 2008)

A. BUILDING SHELL:

1. Temperatures shall conform to VA Design Manuals. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the VA Field Office Manager.
3. Simultaneous heating and cooling are not permitted, except as permitted by ASHRAE 90.1-2007 and as required by the VA Design Manuals.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

Table of Contents – 45

- a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *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.
8. 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.
9. Normal HVAC systems maintenance shall not disrupt tenant operations.
10. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.
11. Load Calculations: Load calculations shall be performed using an ASHRAE-based, public domain (DOE) or commercially available and accepted software program such as Trane "TRACE", Carrier "HAP", etc.

While calculating the heating load, do not include occupancy, lighting load, or heat gain due to equipment.

The load calculation computer printout shall include a unique output sheet for each space. The output shall include peak room sensible and latent loads and peak room supply air volume. The air terminal unit schedule shall indicate the peak supply air volume.

- Supply Air Volume - Calculated supply air volume shall be rounded off to the next 100 CFM or Liters/Second and increased by 4% to account for the ductwork air leakage. Increase the supply air volume by an additional 5% safety factor. Thus, the calculated supply air volume shall be increased as follows: Initial "calculated supply air" x 1.04 x 1.05 = provided supply air volume.

Cooling load calculations shall include the following:

- Peak (Block) Zone Cooling Load:
 - A zone is an air-handling unit, serving a group of rooms. Zone peak cooling load is the sum of the maximum cooling load due to the sensible and latent loads of the group of rooms treated as a single room, and the peak-cooling load due to ventilation air.
 - Zone peak cooling load is not the sum of the peak cooling loads of the individual rooms, which may occur at different times, in different months, and due to differing orientations.
 - If the chiller serves a single air-handling unit, use the zone peak cooling load for selecting the cooling coil, chilled water flow rate, and chiller capacity.

Peak (Block) Zone Supply Air Volume:

- Zone peak supply air volume is the peak supply air volume demand due to the space sensible cooling loads of the group of rooms when treated as one room, but without the cooling load due to ventilation air.
- Zone peak supply air volume is not the sum of the peak supply air volumes of the individual rooms that may occur at different times, in different months, and due to differing orientations. Note that the zone peak cooling load and zone peak supply air volume may occur at different times.
- Use zone peak supply air volume for selecting the air-handling unit size and air distribution system

Building Peak Cooling Load:

- Building cooling load is the maximum cooling load due to the sensible and latent loads of the entire building, treated as a single room, and the peak cooling load due to the ventilation demand of the entire building.
- Building peak cooling load is not the sum of the peak cooling loads of the individual zones that may occur at different times, in different months, and due to differing orientations.
- Use building peak cooling load for selecting the refrigeration equipment and associated components.

Table of Contents – 46

B. TENANT IMPROVEMENT

1. Zone Control. Provide individual thermostat control for office space with control areas not to exceed four (4) offices. 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.

8.10 SUPPLY AIR, OUTSIDE AIR, AND EXHAUST AIR (AUG 2008)

A. BUILDING SHELL:

1. See the VA HVAC Design manual, Appendix 6-A, 6-B, and the VA Outpatient Clinic Design Guide for specific Supply Air, Outside Air, and Exhaust Air Requirements. Note that air quantities could be higher or require adjustment due to cooling loads, special exhaust airflow requirements, or to accommodate space pressure relationships. Also, see the VA Sustainable Design and Energy Reduction Manual for areas that are required to have variable ventilation rates.

Rooms, spaces, or occupancies not listed within VA documents shall be provided with Supply Air, Outside Air, and Exhaust Air per the highest values of the latest editions (unless otherwise noted) of the following documents:

- a) ASHRAE Standard 62.1 – 2007
- b) VA Requirement – Outside Air to be 15% of Supply Air
- c) ASHRAE 2007 Applications Handbook
- d) IMC

As a minimum, all local codes must be met. However, in most cases the criteria specified above will exceed local code requirements.

- 2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
- 3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- 4. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - a. an automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - b. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

8.11 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local and national codes and ordinances and meet the requirements of VA Standards and Guidelines. 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. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

8.12 ELECTRICAL: DISTRIBUTION (AUG 2008)

A. BUILDING SHELL:

- 1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Main service shall be 480/277 volt, 3-phase, 4-wire. HVAC equipment shall be served at 480/277 volts. Lighting shall be 277 volt s. All building areas shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- 2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
- 3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

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

B. TENANT IMPROVEMENT:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
3. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer.

8.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. 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.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT:

1. Telecommunications floor or wall outlets shall be provided as part of the Tenant Improvement costs. 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.

8.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications 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.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT:

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

8.15 DATA DISTRIBUTION (AUG 2008)

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

1. Cabling Requirements: Provide quad data/voice cabling shall be UTP CAT 6 plenum rated. The data/voice split drops will consist of two CAT6 wires for data and one CAT5 wire split for voice per location. Each data/voice drop will be run from the designated IT Closet to the designated station on the blueprints and shall be considered as part of Tenant Improvement costs. Every drop will consist of a four port flush mount face plate, with two RJ45 jacks CAT5 rated 568A type for data and two RJ45 jacks CAT5 rated 568B type for voice. These will be run from the designated IT Closet to designate location on the blueprints. Blueprints will be provided before the start of the project. Voice jacks shall be white or neutral in color; data jacks shall be blue or orange in color.

2. IT Closet: The following items will need to be installed in the IT Closet (signal closet) and are considered Shell items:

- 2.1 Install proper air ventilation, to include a vented door and an air duct or an exhaust fan.
- 2.2 Install a 125V, NEMA L-5-30P, twist lock dedicated circuit on the back wall.
- 2.3 Set up the IT closet for data communications and telecommunications. This will include, but not restricted to the following.
 1. Ortronics (19-84-T2SD-CMB) 19"; two post; 84" tall; relay racks or equivalent. Supply as many 19" relay racks as required to a: terminate patch panels listed below and one relay rack open for VA supplied equipment. Typical two 19" relay racks required in most installations.
 2. Ortronics (PHD66U48) Cat 6; 48 port; Patch Panel, as many as required for data drops specified in floor plan layout. Add 10% spare for growth and additions.
 3. Ortronics (808045030) horizontal and (VO-84-CM6HE) vertical wire management racks or equivalent. Provide enough material to support 19" relay racks listed in section 2.4 1 above.
 4. Two rack mount surge protectors with the minimum of 6 outlets.
 5. 300 pair cable, 110 punch down block with proper C4 and C5 clips. As necessary to support voice jacks listed on floor plan layout. Add 10% spare for growth and additions.
 6. Ground wire and proper grounding to the Building.
 7. Riser cable running from the D-mark of the facility to the IT closet. This riser cable will be in conduit between building entrance and IT closet. 3" conduit minimum

3. Local Provider fiber and cable provider. The Lessor shall provide the following as part of the Shell items:

- Provide 1 each - 2" (minimum) conduit from building entrance to IT Closet for fiber optic cable, bend radius to be observed.
- Provide 12" space on Relay Rack.
- Provide 120v quad outlet.

4. Grounding: Telecommunications systems grounding and bonding is considered a Shell item and will consist, at a minimum, of an equipotential grounding system (Telecommunications Bonding Backbone (TBB) that originates from the Telecommunications Main Ground Bar (TMGB). The TMGB (typically located in the Telephone equipment Room) is then connected to other telecommunications spaces (independently from other building grounding systems such as electrical or lightning protection) via the TBB. The TMGB is connected to the building electrical service ground point via a mechanically and electrically protected minimum #1/0 copper equipotential grounding conductor, and to building steel. The TBB helps ensure that all equipment in the telecommunications spaces is referenced at the same equipotential earth ground level, and reduces high frequency electrical noise resulting from high speed digital switching, RFI, and EMI. Cabinet, rack and fixed structures bonding conductor(s) shall be minimum #6 AWG insulated stranded copper wire (or equal copper braid). All frames and cabinets shall be grounded in accordance with ANSI/TIA/EIA-607. The telecommunications grounding system will comply with ANSI/TIA/EIA-607 requirements and follow BICSI – Telecommunications Distribution Methods Manual (Latest Edition) guidelines.

8.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)

A. TENANT IMPROVEMENT:

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

Table of Contents – 49

ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. The Lessors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

8.17 ADDITIONAL ELECTRICAL CONTROLS

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

8.18 ELEVATORS (AUG 2008)

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES AND LEASE ADMINISTRATION section of this SFO. 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, 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, *Safety Code for Elevators and Escalators (current as of the award date of this SFO)*. Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspectors' 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 square feet 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 Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

8.19 LIGHTING: INTERIOR AND PARKING (SEP 2009)

A. BUILDING SHELL:

1. In accordance with subparagraph (10) of the, "Building Shell Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting, as part of the building shell cost, as follows:

- a. Unless alternate lighting is approved by the Contracting Officer, the Lessor shall provide deep-cell parabolic louver 2'-0" wide x 4'-0" high or 2'-0" wide x 2'-0" high (or building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Sufficient quantity of fixtures shall be sued to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the VA Buildings Manager, and approved by the VA Contracting Officer. When the

space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.

- b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
- c. Interior building lighting must have emergency power battery packs to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
- d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

B. TENANT IMPROVEMENTS:

- 1. Once the design intent drawings are approved, the Lessor shall design and provide interior lighting yielding a uniform 50 foot-candles at working surface height (30" above the floor). The increase between the number of fixtures required in the building shell and the space layout is part of the Tenant Improvement costs. The light fixtures shall meet the requirements as stated in the above Building Shell subparagraph A.
- 2. If pendant style indirect lighting fixtures are used, the increase between the number of fixtures required in the building shell and the space layout is also part of the Tenant Improvement Cost.
- 3. The design intent drawings may require a mixed use of recessed and pendant style fixtures in the leased space.
- 4. There may be additional security requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter. Please see Security Requirements elsewhere in this solicitation.

9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

9.1 MEANS OF EGRESS (SEP 2007)

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

9.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in 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 offered 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 offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this lease), or the applicable local codes.
- E. **DEFINITIONS:**
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
 - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

9.3 FIRE ALARM SYSTEM (AUG 2008)

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories in height above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease). The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency backup batteries shall be provided for the fire alarm system.
- C. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

9.4 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

9.5 INDOOR AIR QUALITY (DEC 2007)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the VA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

9.6 RADON IN AIR (AUG 2008)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide space in which in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, see EPA's website on radon at WWW.EPA.GOV/IAQ/RADON/ZONEMAP.HTML

9.7 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

- 1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
- 2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
- 3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

- 1. *Program Initiation and Procedures.*
 - a. If either the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - b. If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
 - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for re-occupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.

2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

9.8 RADON IN WATER (AUG 2008)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

9.9 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

9.10 RECYCLING (DEC 2007)

- A. Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

9.11 OCCUPANT EMERGENCY PLANS (AUG 2008)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and VA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:

<http://www.9-11summit.org/materials9-11/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

9.12 MOLD (AUG 2008)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of

the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

- D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 10 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 10 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

10.0 LEASE SECURITY STANDARDS

10.1 GENERAL REQUIREMENTS (NOV 2005)

A. Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

10.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

10.4 EMERGENCY POWER TO CRITICAL SYSTEMS (SEP 2009)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

A. Building Shell:

Emergency power to building systems is building shell.

B. Schedule B:

Emergency power to agency special equipment is tenant improvement.

10.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

10.6 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

10.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

10.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

10.9 EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM (BUILDING SHELL) (NOV 2005)

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

10.10 BUILDING SECURITY PLAN (NOV 2005)

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

10.11 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

10.12 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

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

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

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

10.13 ENTRY SECURITY: PUBLIC LOBBIES/ENTRANCES/EXITS (NOV 2005)

A. The Lessor shall permit Government security control over all public areas and building entry points, including adjacent surface parking, underground parking, and structures under the building owner's control. The Government will have the right to inspect at

point of entry and in the public space. This right also includes the right to deny access and to remove persons and vehicles from the premises.

B. Security guards, provided by the Government, are required for public lobbies and public entrances. The Lessor shall provide space for and facilitate the provision of such guard service. Wherever security equipment is required, armed guards must staff the equipment. The Government shall determine the adequacy of existing security equipment (magnetometers and x-ray) as part of the Government's building security assessment. The Government will provide any additional security equipment required. The number of guards required will be based on the Government's building security assessment and will correspond to the lobbies, entrances, and exits designed for use during regular, daily business-hours. Visitor control and screening applies throughout the facility, including loading docks, underground garages, and parking area entrances.

10.14 ENTRY SECURITY: SECURITY GUARDS (NOV 2005)

Security guards, provided by the Government and stationed at public lobbies and public entrances/exits, are required for such purposes as, ID/pass control, and staffing x-ray and magnetometer equipment. The number of security guards required will be based on the Government's building security assessment, which will address the quantity and location of security equipment as required below. Appropriate lobby and entrance/exit space shall be made available for this purpose.

10.15 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, VA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

10.16 PARKING SECURITY REQUIREMENTS (NOV 2005)

A. Control of Parking Areas:

The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

B. Arrange for Employee Parking after Normal Working Hours:

The Lessor will allow employee parking in/near the building after normal working hours.

10.17 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

10.18 CCTV MONITORING: POST SIGNS ADVISING OF 24-HOUR VIDEO SURVEILLANCE (TENANT IMPROVEMENT) (NOV 2005)

When video surveillance is installed, warning signs advising of twenty-four hour surveillance shall be posted.

10.19 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)

A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

10.20 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

10.21 SECURITY DESIGN CRITERIA (NOV 2005)

A. Security Design Criteria:

The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov.

10.22 SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a setback distance of 25 feet as specified from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

10.23 SECURITY DESIGN CRITERIA: FACADE PROTECTION (BUILDING SHELL) (NOV 2005)

In Government-occupied space, window systems shall be certified by a licensed professional engineer as conforming to a minimum glazing performance condition of .18 millimeters for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

10.24 SECURITY DESIGN CRITERIA: PHYSICAL ACCESS CONTROL SYSTEM

Provide Physical Access Control System (PACS) fully compatible with government HSPD-12 FIPS 201 requirements. Acceptable systems are UTC Facility Commander Wnx, or approved equal. Card readers shall be compatible with HSPD-12 PIV II requirements, coordinated with door hardware as coordinated and approved by the Contracting Officer.

10.25 SECURITY DESIGN CRITERIA: DESIGN AND ENGINEERING DOCUMENTS (NOV 2005)

The Government will review all design and engineering documents, including structural engineering calculations during design development.

11.0 SPECIAL REQUIREMENTS

Physical security features shall comply with requirements for "Life Safety Protected" Occupancies as enumerated in this SFO.

Natural disasters resistive features shall comply with the requirements enumerated in this SFO.

Sustainability and energy efficiency features shall comply with the requirements enumerated in this SFO.