

VA REQUEST  
FOR LEASE  
PROPOSALS (RLP)  
NO. 36C26019R0008  
Yakima, WA

**Offers due by  
7/23/2019**

To be considered for award, offers conforming to the requirements of the RLP shall be received **no later than 2:00 PM mountain time on the date above**. See "Receipt Of Lease Proposals" herein for additional information.

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

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

**GLOBAL RLP  
GSA FORM R100 (10/18)**

TABLE OF CONTENTS

GLOBAL RLP ..... 1

**SECTION 1 STATEMENT OF REQUIREMENTS ..... 1**

1.01 GENERAL INFORMATION (SEP 2015) ..... 1

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016) ..... 1

1.03 AREA OF CONSIDERATION (JUN 2012)..... 1

1.04 UNIQUE REQUIREMENTS (OCT 2016) ..... 2

1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2015).....2

1.06 LIST OF RLP DOCUMENTS (OCT 2018)..... 3

1.07 AMENDMENTS TO THE RLP (JUN 2012)..... 3

1.08 LEASE DESCRIPTION (OCT 2016) ..... 4

1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016) .....4

1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016) ..... 4

1.11 SECURITY LEVEL DETERMINATION FOR FACILITY HOUSING OTHER FEDERAL TENANTS (APR 2011) .....4

1.12 INSPECTION—RIGHT OF ENTRY (JUN 2012)..... 5

1.13 AUTHORIZED REPRESENTATIVES (JUN 2012)..... 5

1.14 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017) ..... 5

1.15 DUNS NUMBER (OCT 2017) ..... 5

**SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD ..... 6**

2.01 EFFICIENCY OF LAYOUT (AUG 2011) ..... 6

2.02 FLOOD PLAINS (OCT 2017)..... 6

2.03 SEISMIC SAFETY – HIGH SEISMICITY (OCT 2017)..... 6

2.04 HISTORIC PREFERENCE (SEP 2013)..... 7

2.05 ASBESTOS (JUN 2012) ..... 9

2.06 ACCESSIBILITY (SEP 2013) ..... 9

2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013) ..... 9

2.08 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016) ..... 9

2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)..... 10

2.10 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP (SEP 2014) ..... 10

2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016)..... 11

**SECTION 3 HOW TO OFFER ..... 13**

3.01 GENERAL INSTRUCTIONS (JUN 2012)..... 13

3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013) ..... 13

3.04	PROPOSAL PREPARATION INSTRUCTIONS.....	14
3.05	PRICING TERMS (OCT 2018).....	14
3.06	BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011).....	14
3.07	ADDITIONAL SUBMITTALS (OCT 2018).....	14
3.08	TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015).....	17
3.09	GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) .....	17
3.10	OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012) .....	17
<b>SECTION 4</b>	<b>METHOD OF AWARD.....</b>	<b>18</b>
4.01	NEGOTIATIONS (JUN 2012).....	18
4.02	LOWEST PRICE TECHNICALLY ACCPTABLE SOURCE SELECTION PROCESS.....	18
4.03	LOWEST PRICED TECHNICALLY ACCEPTABLE – TECHNICAL EVALUATION FACTORS.....	19
4.04	HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015).....	19
4.05	PRESENT VALUE PRICE EVALUATION (OCT 2016) .....	19
4.06	AWARD (OCT 2018) .....	21
<b>SECTION 5</b>	<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>22</b>
5.01	MODIFIED RLP PARAGRAPHS (OCT 2016).....	22

# REQUEST FOR LEASE PROPOSALS NO. 36C26019R0008

6/21/2019  
GLOBAL RLP GSA FORM R100 (OCT 2018)

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## SECTION 1 STATEMENT OF REQUIREMENTS

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### 1.01 GENERAL INFORMATION (SEP 2015)

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

B. Included in the RLP documents is a lease form (GSA Form L100) setting forth the lease term and other terms and conditions of the Lease contemplated by this RLP and a GSA Proposal to Lease Space (GSA Form 1364) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease form (GSA Form L100). Upon selection for award, VHA will transcribe the successful Offeror's final offered rent and other price data included on the GSA Form 1364 into the lease form, and transmit the completed Lease, including any appropriate attachments, to the successful Offeror for execution. Neither the RLP nor any other part of an Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign and date the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

### 1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016)

A. The Government is seeking a minimum of **14,000 to a maximum of 15,320 of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) Office Area (ABOA) square feet (SF)** of contiguous space within the Area of Consideration set forth below. See Section 2 of the Lease for applicable ANSI/BOMA standards.

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

C. The Government requires **a minimum of 75 surface/outside parking spaces (and 7 handicap accessible spaces)**, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

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

E. Approximately **250 NUSF** will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having

F. The lease term shall be **20 Years, 10 Years Firm, 10 Years Soft**, with Government termination rights, in whole or in parts, effective at any time after the Firm Term of the Lease by providing not less than **90 calendar days'** prior written notice.

G. The Lease Term Commencement Date will be on or about **7-1-2020**, or upon acceptance of the Space, whichever is later.

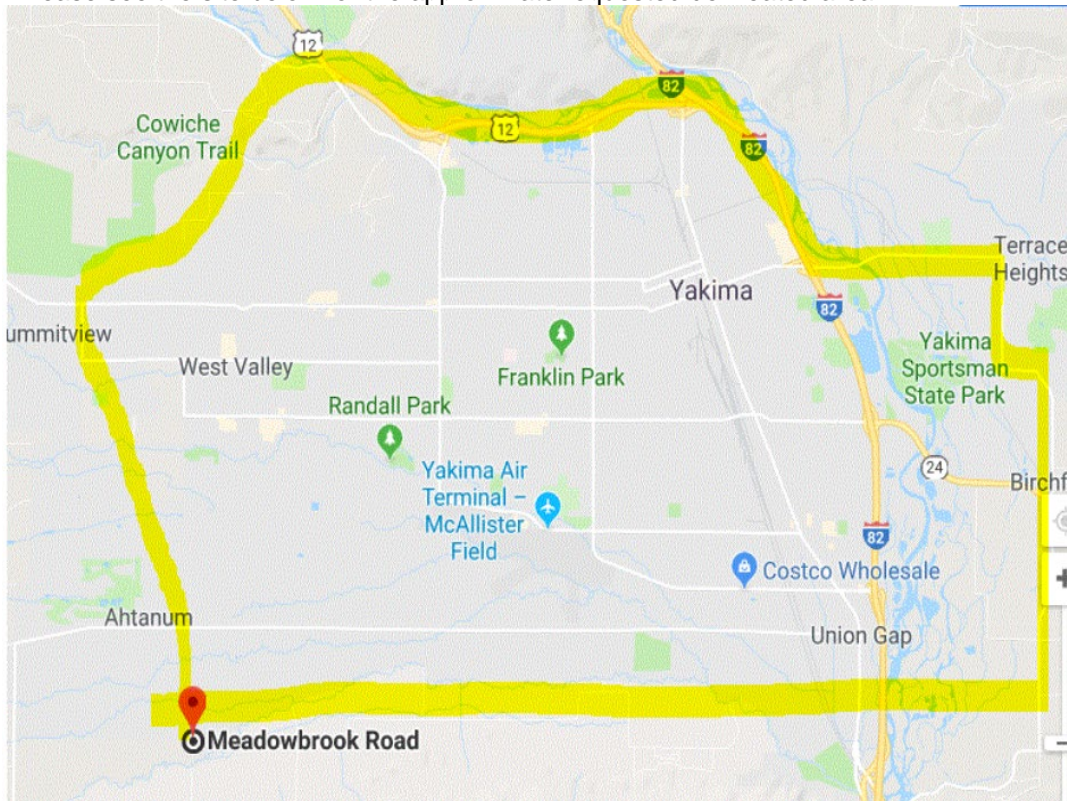
### 1.03 AREA OF CONSIDERATION (JUN 2012)

The Government Requests Space in an area bounded as follows:

**North: U.S. 12 (Yakima) Extended**  
**South: Meadowbrook Road (Union Gap) Extended**  
**East: South 41<sup>st</sup> Street (Terrace Heights) Extended**  
**West: 96<sup>th</sup> Ave (Yakima) Extended**

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

Please see the site below for the approximate requested delineated area:



#### 1.04 UNIQUE REQUIREMENTS (OCT 2016)

The offered Building and/or Property must have the following features:

- A. The building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way to include: The facade, downspouts, roof trim, and window casing shall be clean and in good condition.
- B. Shall convey a welcoming, pleasing and safe environment for the Veterans.
- C. Shall allow the VA to put up a flag pole.

#### 1.05 NEIGHBORHOOD, PARKING, LOCATION AMENITIES, AND PUBLIC TRANSPORTATION (DEC 2015)

##### A. Neighborhood and Parking: Inside City Center:

Space shall be in a prime commercial office district with attractive, prestigious, and professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of one **(1) space for every 200 RSF of Space (MINIMUM of 75 spaces)**.

##### B. Neighborhood and Parking: Outside City Center:

Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere; or, 2) on an attractively landscaped site containing one or more modern office Buildings that are professional and prestigious in appearance with the surrounding development well maintained and in consonance with a professional image. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or, in the absence of a local code requirement, on-site parking shall be available at a ratio of one **(1) space for every 200 RSF of Space (MINIMUM of 75 spaces)**.

##### C. Walkability and Amenities:

- 1. Employee and visitor entrances of the Building must be connected to public sidewalks by continuous, accessible sidewalks.

2. A variety of employee services, such as restaurants, retail shops, cleaners, and banks, shall be located within the immediate vicinity of the Building. The primary functional entrance of the Building shall be within safely accessible, walkable 2,640-foot distance of at least **seven (7)** instances of amenities, two of which must be inexpensive or moderately priced fast-food or eat-in restaurants. The remaining **five (5)** instances must fall within at least 2 of the Diverse Use Categories shown below:

Diverse Use Category	Uses
Food Retail	Supermarket, Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes, Convenience store, Farmer's market, Hardware store, Pharmacy, Other retail
Services	Bank, Gym, Health club, Exercise studio, Hair care, Laundry, Dry cleaner, Restaurant, Café, Diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed), Child care (licensed), Community or recreation center, Cultural arts facility (museum, performing arts), Educational facility (including K-12 school, university, adult education center, vocational school, community college), Family entertainment venue (theater, sports), Government office that serves public on-site, Place of worship, Medical clinic or office that treats patients, Police or fire station, Post office, Public library, Public park, Social services center

To be considered, amenities must be accessible from the Building by continuous sidewalks, walkways, or pedestrian crosswalks. Amenities must be existing, or the Offeror must demonstrate to the Government's reasonable satisfaction that such amenities will exist by the Government's required occupancy date.

D. Transit Accessibility: A subway, light rail, or bus rapid transit stop shall be located within the immediate vicinity of the Building, but generally not exceeding a safely accessible, **walkable 2,640 feet from the principal functional entrance of the building, as determined by the LCO.**

#### 1.06 LIST OF RLP DOCUMENTS (OCT 2018)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form 1364, Proposal to Lease Space 11/2016	5	A
Agency Specific Requirements (ASR) <u>Includes :</u> B.1 Lease Security Requirements Facility Security LII B.2 Janitorial - Performance Work Statement	36	B B.1 B.2
GSA Form 1217, Lessor's Annual Cost Statement 11/2016	3	C
GSA Form 3516, Solicitation Provisions 06/2012	5	D
GSA Form 3517B, General Clauses (Rev 06/2016)F	15	E
GSA Form 12000 05/2011 Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)	7	F
Seismic Offer Forms	10	G

Electronic fillable GSA forms are available at [HTTPS://GSA.GOV/PORTAL/FORMS/TYPE/TOP](https://GSA.GOV/PORTAL/FORMS/TYPE/TOP)

#### 1.07 AMENDMENTS TO THE RLP (JUN 2012)

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

## 1.08 LEASE DESCRIPTION (OCT 2016)

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

B. The Lease contemplated by this RLP includes:

1. The term of the Lease, and renewal option, if any.
2. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
3. Building Shell standards and requirements.
4. VA's Special Requirements (ASR) describing the tenant improvements (TI) to be completed by the Lessor prior to occupancy.
5. Security Requirements.
6. A description of all services to be provided by the Lessor.

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

D. **The Lease contemplated by this RLP is a fully serviced Lease.** Rent shall be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. Although certain Tenant Improvement (TI) requirements information is provided with this RLP and will be incorporated into the Lease, the TIs to be delivered by the Lessor will be based on the final design to be developed after award of the Lease, which reflects the VA's Special full requirements. The Lessor shall design and build the TIs and will be compensated for TI costs, together with design and project management fees to be set under the Lease. **Although the TI requirements will not be developed fully until after award, Offerors shall provide the allowance stated in Paragraph 3.08 The Tenant Improvement Allowance paragraph of the Lease.**

Unless the Government prepares Design Intent Drawings (DIDs), after award the Lessor must prepare DIDs for the leased Space conforming to the lease requirements and other Government-supplied information related to the client agency's interior build-out requirements. The Government will have the opportunity to review the Lessor's DIDs to determine that the Lessor's design meets the requirements of the Lease. Only after the Government approves the DIDs and a final price for TIs is negotiated will the Lessor be released to proceed with buildout. The Lease also provides that the Government may modify the TI requirements, subject to the Lessor's right to receive compensation for such changes.

E. The security pricing process is described in a separate paragraph.

F. Upon completion and acceptance of the leased Space, the Space will be measured for establishing the actual annual rent, and the lease term shall commence.

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

## 1.09 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (OCT 2016)

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

## 1.10 PRICING OF SECURITY REQUIREMENTS (OCT 2016)

A. The proposed Lease contains an attachment with the security requirements and obligations for the Building, which are based on the facility security level (FSL)The Federal Government determines the facility's FSL rating, which ranges from FSL I to FSL IV. The FSL is based on client agency mix, required size of space, number of employees, use of the space, location, configuration of the site and lot, and public access into and around the facility.

B. The security requirements attached to this Lease includes a list of security countermeasures that must be installed in the leased Space at the FSL Level II.

C. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

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

If an Offeror is offering Space in a facility currently housing a Federal agency, the security requirements of the facility may be increased, and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more Federal space requirements are being competed at the same time, an Offeror submitting on both or more space

requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.

#### **1.12 INSPECTION—RIGHT OF ENTRY (JUN 2012)**

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

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

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

#### **1.13 AUTHORIZED REPRESENTATIVES (JUN 2012)**

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

**Lease Administrator:**

Nicholas Williams  
Department of Veterans Affairs  
Network Contracting Office-20  
**Nicholas.Williams7@va.gov**  
208-429-2030

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

**Senior Leasing Contracting Officer**

Jeffrey R. Deering  
Jeffrey.Deering@va.gov  
360-852-9888

#### **1.14 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD (OCT 2017)**

- A. The North American Industry Classification System (NAICS) code for this acquisition is 531120.
- B. The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
  - C. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

#### **1.15 DUNS NUMBER (OCT 2017)**

An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.



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## SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

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### 2.01 EFFICIENCY OF LAYOUT (AUG 2011)

- A. To be acceptable for award, the offered Space must provide for an efficient layout as determined by the LCO.
- B. To demonstrate potential for efficient layout, VHA may request the Offeror to provide a test fit layout at the Offeror's expense. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the Space offered. The Offeror will have the option of increasing the ABOA square footage offered, if it does not exceed the maximum ABOA square footage in this RLP offer package. If the Offeror is already providing the maximum ABOA square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

### 2.02 FLOOD PLAINS (OCT 2017)

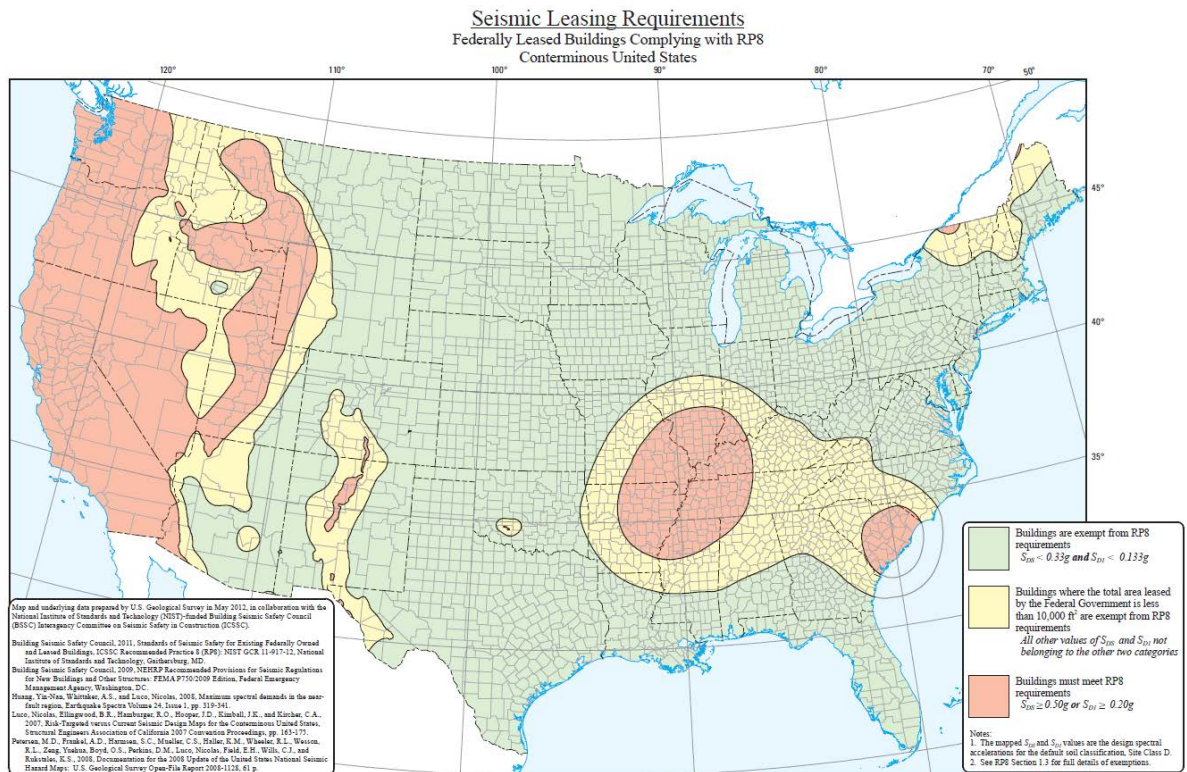
A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site to exclude a portion of the site that falls within a floodplain, so long as the portion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

In addition, a Lease will not be awarded for any offered Property adjacent to 100-year floodplain, where such an adjacency would, as determined by the LCO, in his or her sole discretion, restrict ingress or egress to the Premises in the event of a flood, unless there is no practicable alternative.

### 2.03 SEISMIC SAFETY – HIGH SEISMICITY (OCT 2017)

- A. The Government intends to award a Lease to an Offeror of a Building that will comply with the Seismic Standards and the latest edition of **VA HANDBOOK H-18-8**, found at link: <HTTPS://WWW.CFM.VA.GOV/TIL/ETC/SEISMIC.PDF>, it is titled, "Seismic Design Requirements." If an offer is received which follows the Seismic Standards and the other requirements of this RLP, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers follow the Seismic Standards, the LCO will make the award to the Offeror whose offer meets the other requirements of this RLP and provides the best value to the Government.
- B. An offered Building will comply with the Seismic Standards if it meets one of the following conditions:
1. The offer includes a representation that the Building will have less than 10,000 ABOA SF of Space leased to the Federal Government upon commencement of the lease term (Seismic Form D),
  2. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
  3. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
  4. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
  5. The offer includes a commitment to retrofit the Building to satisfy all the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.
  6. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).
- C. The LCO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the LCO is not obligated to delay award to enable an Offeror to submit a Seismic Certificate.
- D. **Definitions.** For this paragraph:
- "ASCE/SEI 31" means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting <HTTP://WWW.ASCE.ORG/PUBLICATIONS/>.

- “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.ASCE.ORG/PUBLICATIONS/](http://www.asce.org/publications/).
- “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
- “Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
- “RP 8” means “Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8),” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from [HTTP://WWW.WBDG.ORG/CCB/NIST/NIST\\_GCR11\\_917\\_12.PDF](http://www.wbdg.org/ccb/nist/nist_gcr11_917_12.pdf)
- “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
- “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
- “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.



## 2.04 HISTORIC PREFERENCE (SEP 2013)

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

1. Historic Properties within Historic Districts.

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

B. Definitions:

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

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

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

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

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

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

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

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

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

F. The Government will compute price evaluation preferences by reducing the price(s) of the Offerors qualifying for a price evaluation preference by the applicable percentage provided in this provision. The price evaluation preference will be used for price evaluation purposes only. The Government will award a Lease for the actual prices proposed by the successful Offeror and accepted by the Government.

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

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

## **2.05 ASBESTOS (JUN 2012)**

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

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

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

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

## **2.06 ACCESSIBILITY (SEP 2013)**

The Lease contemplated by this RLP contains requirements for Accessibility and with the VA Barrier Free Design Guide PG-18-13 found at [HTTP://WWW.CFM.VA.GOV/TIL/ETC/DSBARRFREE.PDF](http://www.cfm.va.gov/til/etc/dsbarrfree.pdf). In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building, offered Space, and areas serving the offered Space meet the Lease accessibility requirements, or

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

## **2.07 FIRE PROTECTION AND LIFE SAFETY (SEP 2013)**

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

A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease; or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease requirements will be completed prior to acceptance of the Space.

## **2.08 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2016)**

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

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

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

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

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

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

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

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/earn-recognition/energy-star-certification> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/save-energy/comprehensive-approach/energy-star>) and Building Upgrade Value Calculator (<http://www.energystar.gov/buildings/tools-and-resources/building-upgrade-value-calculator>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

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

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

I. As described in Section 3 of the Lease, successful Offerors meeting one of the statutory exceptions above must agree to benchmark and publicly disclose the Building's current ENERGY STAR® score, using EPA's Portfolio Manager online software application. See the Lease for additional details.

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

## **2.09 ENVIRONMENTAL CONSIDERATIONS (SEP 2013)**

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous use of the Building.
- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

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

- A. Environmental Due Diligence

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

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

#### B. National Environmental Policy Act

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

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

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

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

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

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

#### 2.11 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP (OCT 2016)

A. The Government is responsible for complying with section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Section 106). Section 106 requires federal agencies to consider the effects of their actions on historic properties prior to expending any federal funds on the undertaking. The Government is responsible for identifying whether any historic properties exist in, on, under, or near the offered Property that could be affected by the leasing action. Historic properties include both above-grade (i.e., buildings and historic districts) and below-grade (i.e., archeological sites) resources. The Government is responsible for assessing effects to identified historic properties and for consulting with the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, any local Historic Preservation or Landmarks Commission, and other interested parties, if applicable, in accordance with the implementing regulations set forth at 36 C.F.R. part 800 (Protection of Historic Properties).

B. An Offeror must allow the Government access to the offered Property to conduct studies in furtherance of the Section 106 compliance. This requires research and field surveys to assess the potential presence of historic properties that may be affected by construction activity, both above- and below-grade. Compliance also may require below-grade testing to determine the presence of archeological resources and possible artifact recovery, recordation and interpretation mitigation measures.

C. Demolition or destruction of a historic property by an Offeror in anticipation of an award of a Government lease may disqualify the Offeror from further consideration.

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

E. If the Government determines that the leasing action could affect historic property, the Offeror of any Property that the Government determines could affect historic property will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the SHPO, the THPO, if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties, to respond to comments from the Government and the other consulting parties. Within GSA, the Regional Historic Preservation Officer is solely responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party. All design costs and expenses relating to satisfying the requirements of this paragraph will be borne solely by the Offeror.

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## SECTION 3 HOW TO OFFER

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### 3.01 GENERAL INSTRUCTIONS (JUN 2012)

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

### 3.02 RECEIPT OF LEASE PROPOSALS (SEP 2013)

A. These instructions provide guidance for the preparation of your proposal. You are advised to submit a clear, complete, and accurate Proposal. A Proposal that is sufficiently documented will enable the Government to perform a thorough and fair evaluation. **To be considered for an award, the Proposal shall conform to all terms and conditions contained in this Request for Lease Proposal (RLP).**

B. **Please note that all offerors desiring to receive an award from this Request for Lease Proposal (RLP) must be registered, at the time of proposal submittal and award, in the System for Award Management (SAM) database (<https://www.sam.gov/portal/public/SAM/#1>), (including current Online Representations and Certifications).**

C. This solicitation will follow the procedures of FAR Part 15 as supplemented by GSAM 515. Accordingly, the Government intends to evaluate proposals and award a lease without holding discussions with offerors (except clarifications as described in FAR 15.306(a)). ***Therefore, the offeror's initial proposal should contain their best offer.*** The Government reserves the right to conduct discussions if the Lease Contracting Officer determines them to be necessary. Only one award will be made because of this solicitation.

D. This solicitation **DOES NOT** invite offerors to submit alternate Proposals. The Contracting Officer may reject any offer containing such exceptions. Award will be made to the offeror who is deemed to be responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements and whose proposal offers the lowest price and is determined fair and reasonable.

E. **Caution:** No oral or written statements made by the contract parties or other interested parties will take precedence over the written terms and conditions of the solicitation or resultant lease.

F. **Questions:** Offerors shall submit questions regarding the solicitation and attachments IN WRITING ONLY to LCO Nicholas Williams, via email [Nicholas.Williams7@va.gov](mailto:Nicholas.Williams7@va.gov) no later than 12PM mountain time on July 3, 2019. Questions submitted to other than the LCO (e.g. architect and engineering firm) will be rejected and not answered. Additionally, the government is not obligated to answer any question received after this date.

### 3.03 PROPOSAL DELIVERY INSTRUCTIONS

A. Proposals shall reach the designated Government office on the date and by the time specified in the solicitation. It is your responsibility to ensure that your Proposal reaches the designated email in a timely manner.

B. Proposals shall be submitted via email attachment only, to the email box: [nco20leasing@va.gov](mailto:nco20leasing@va.gov)

C. **Proposals shall be formatted such that no email submission is greater than 5 megabits in size.** Multiple emails will be accepted so long as the subject line clearly identifies the number of emails in the series when more than one email is submitted for this proposal.

**Subject Line of emails should be structured as follows: Lease Proposal No – Offeror Name – email X of Y**

D. Determination of a timely proposal will be based on the time and date of receipt of the last email received completing the submittal as shown by the email system. A late proposal will not be accepted except as set forth at FAR 52.215-1(c)(3).



### 3.04 PROPOSAL PREPARATION INSTRUCTIONS

- A. All proposal files shall be submitted in searchable PDF format.
- B. **A complete proposal shall consist of all items listed in section 3.0 How to Offer, including (but not limited to), Sections 3.05 and Section 3.07 "Additional Submittals as well as " Section 1.06 "List of RLP Documents" and Exhibits.**

FILE NAME: Lease Proposal No – Offeror Name - Provide a listing of the electronic submission –

### 3.05 PRICING TERMS (OCT 2018)

Offeror shall provide the following pricing information with its offer:

- A. GSA Form 1217, Lessor's Annual Cost Statement. Complete all sections of the 1217.
- B. GSA Form 1364, Proposal to Lease Space. Complete all sections of the 1364, including, but not limited to:
  - 1. A fully serviced Lease rate (gross rate) per ABOA and RSF, clearly itemizing the total Building shell rental, TI rate, , operating costs, and parking (itemizing all costs of parking above base local code requirements or otherwise already included in shell rent).
  - 2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.
  - 3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.
  - 4. The annual rent to amortize the Tenant Improvements. N/A
  - 5. A shell rate per ABOA and RSF for that portion of the lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs or BSAC as they will have been fully amortized over the Firm Term.
  - 6. An hourly overtime rate for overtime use of heating and cooling, and, if applicable, Adjustment for Reduced Services. **NOTE:** Refer to the Lease document for additional guidance.
  - 7. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
  - 8. Lessor's Fees to complete Tenant Improvements. Provide a listing of proposed (i) Lessor's Project Management fee and (ii) Lessor's A/E design costs to prepare construction documents, to complete the Tenant Improvements. State the basis for determining each component, (e.g. flat fee, cost per ABOA SF, etc.). State any assumptions used to compute the dollar costs for each fee component.
  - 9. Rent concessions being offered. Indicate either on the GSA Form 1364 Proposal to Lease Space or in separate correspondence.

### 3.06 BUDGET SCOREKEEPING; OPERATING LEASE TREATMENT (APR 2011)

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

### 3.07 ADDITIONAL SUBMITTALS (OCT 2018)

Offeror shall also submit with its offer the following:

- A. If the offeror is not the owner of the Property, authorization from the ownership entity to submit an offer on the ownership entity's behalf.

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

C. Evidence that the Property is zoned in compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority, or the Offeror's plan and schedule to obtain all necessary zoning approvals prior to performance if the same have not been received at the time of submission of offers.

D. Evidence of ownership or control of Building or site. If the Offeror owns the Property being offered or has a long-term leasehold interest, documentation satisfactory to the LCO evidencing the Offeror's stated interest in the Property and any encumbrances on the Property, shall be submitted.

E. If the Offeror does not yet have a vested interest in the Property, but rather has a written agreement to acquire an interest, then the Offeror shall submit a fully executed copy of the written agreement with its offer, together with a statement from the current owner that the agreement is in full force and effect and that the Offeror has performed all conditions precedent to closing, or other form of documentation satisfactory to the LCO. These submittals must remain current. The Offeror is required to submit updated documents as required.

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

G. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this RLP package. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

H. The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to final proposal revisions. Offerors must be registered for purposes of "All Awards," including completion of all required representations and certifications within SAM. This registration service is free of charge.

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

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Prelease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B, as applicable).
- b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
- c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
- d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety-related codes and ordinances must be provided.

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

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

J. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, or multiple buildings on a tax parcel, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in the "Real Estate Tax Adjustment" paragraph of the Lease.

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

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

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

N. First generation plans scaled at a minimum of 1/8" = 1'-0" (preferred) shall be submitted for review and consideration and meet N.1 through N.5 noted below.

1. All plans submitted for consideration shall include floor plan(s) for which Space is being offered and floor plan(s) of the floor(s) of exit discharge (e.g., street level(s)). Each plan submitted shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated.
4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
5. VA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, VA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

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

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

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

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.
4. If the Offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.
5. For new construction, the Offeror need not submit anything regarding compliance with EISA by the date of final proposal revisions, but shall be required to produce prior to the issuance of a permit for building construction a Statement of Energy Design Intent (SEDI) using Energy Star's® Target Finder online tool reflecting an Energy Star® benchmark score of 75 or higher and a certification from EPA of being Designed to Earn the Energy Star®.

R. For projects 10,000 RSF and above, the Offeror must provide documentation of the proposed GREEN GLOBES® FOR NEW CONSTRUCTION (GG®-NC) credits for Two Green Globes level certification. If pursuing Green Globes®-NC, the Offeror may add GBI Green Globes® Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

S. The Offeror must provide a Green Globes® for Sustainable Interiors project checklist documenting the proposed criteria and points to meet Green Globes® certification (at the minimum One Green Globes level). Along with the proposed Green Globes® SI checklist, the Offeror shall submit a brief statement outlining how each of the Credits proposed on the scorecard or checklist will be

achieved. The Offeror may add GBI Green Globes®Professionals (GGPs) to the project team, but it is not required. If one or more GGPs are added, the Offeror must identify any GGPs as team members, including their roles throughout the project.

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

U. Information required under paragraph entitled "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - RLP."

V. Information required under paragraph entitled "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

W. If the Offeror requests any deviations, all deviations must be documented on Form 1364 in block labeled "Additional Remarks or Conditions with Respect to this Offer." VA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

X. If more than 5,000 square feet of land area is to be disturbed in order to meet the Government's requirements, (as more fully described in the lease paragraph named ENERGY INDEPENDENCE AND SECURITY ACT, sub-paragraph (B)(1)(b)), a statement from Offeror that the Offeror is aware of and will comply with the specific lease requirements concerning maintenance and restoration of the real property's hydrology.

Y. Foreign Ownership and Financing Representation.

### **3.08 TENANT IMPROVEMENTS INCLUDED IN OFFER (SEP 2015)**

A. TENANT IMPROVEMENT ALLOWANCE PRICING:

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

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

### **3.09 GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)**

The project TIs shall incorporate any necessary design parameters for the Space to meet Leadership in Energy and Environmental Design for Interior Design and Construction (LEED®-ID+C) requirements (at the minimum Certified level) into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements as necessary to meet the certification.

The project TIs shall incorporate any necessary design parameters for the Space to meet Green Globes® for Sustainable Interiors (GG®-SI) requirements into the Design Intent Drawings (DIDs), if applicable, or Construction Drawings. The Lessor must coordinate TI and shell requirements (at the minimum One Green Globes level) as necessary to meet the certification.

### **3.10 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)**

**THE GOVERNMENT REQUIRES A FULLY SERVICED LEASE AS PART OF THE RENTAL CONSIDERATION.** The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

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## SECTION 4 METHOD OF AWARD

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### 4.01 NEGOTIATIONS (JUN 2012)

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

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

Negotiations may be conducted on behalf of the Government by the GSA LCO or designated representative. When negotiations are conducted, GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of federal agencies other than the LCO or their designee.

### 4.02 LOWEST PRICE TECHNICALLY ACCEPTABLE SOURCE SELECTION PROCESS

- A. The Government intends to award one contract for this solicitation.
- B. This acquisition is utilizing Lowest Priced Technically Acceptable (LPTA) under FAR Part 15. Basis for award will be the offeror, whose technical proposal is rated as acceptable, and offers the lowest price to the government in accordance with the source selection procedures of FAR 15.101-2, whereby proposals are evaluated for acceptability.
- C. Proposals that do not conform to all material aspects of the solicitation requirements will not be given further consideration.
- D. The Contracting Officer will determine offeror responsibility in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1
- E. Past performance will be evaluated as part of the responsibility determination (FAR 9.1). The Government will review available past performance data in the Government's Past Performance Information Retrieval System. However, the Government reserves the right to obtain past performance information from any available source and may contact sources other than those identified by the contractor when evaluating past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.
- F. If the lowest priced offer is deemed technically acceptable, award will be made, and no further evaluation will be conducted.
- G. Solicitation Requirements, Terms and Conditions: Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub factors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. The Government reserves the right to determine any such exceptions unacceptable.
- H. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists, no additional data will be requested. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists, Offerors may be required to submit cost data to the extent necessary for the contracting officer to determine the reasonableness.

#### 4.03 LOWEST PRICED TECHNICALLY ACCEPTABLE – TECHNICAL EVALUATION FACTORS

1. The Government's technical evaluation team will evaluate the technical proposals on an acceptable or unacceptable basis.
2. Any factor evaluated as "Unacceptable" will render the entire proposal unacceptable and the proposal will not be considered for award.
3. Technical Acceptability Factors:
  - A. The space offered is **14,000 - 15,320 ABOA SQFT** on the ground floor.
  - B. Minimum of **75 available parking spaces** (including a minimum of 7 handicap accessible spaces in accordance with Americans with Disabilities Act requirements)
  - C. The building is not a sublease.
  - D. The space is located no further than a walkable 2,640 feet from a public bus transportation stop.
  - E. The building is zoned for DVA's intended use.
  - F. The building is not in the FEMA 100-year flood plain.
  - G. Asbestos containing materials are not present.
  - H. No known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
  - I. FLS Level II requirements can be met.
  - J. The building meets the seismic requirements for buildings in Moderate Seismic activity area(s) as defined in Department of Veterans Affairs Handbook H-18-08
  - K. The space meets or will meet the PACT model standards (VA PACT Module Design Guide 6-2015).  
<https://www.cfm.va.gov/ti/dGuide/dgPACT.pdf>
- B. If after completion of the Price Evaluation, award is proposed to a non-small business Offeror, and there exists as part of the procurement another technically acceptable proposal submitted by a responsible Offeror that is a qualified HUBZone small business concern (SBC) which has not waived its entitlement to a price evaluation preference, the evaluated price of the non-small business Offeror's proposal shall be increased by ten (10) percent, solely for the purpose of determining whether award should be made to the HUBZone SBC Offeror. In such a case, the proposals of the apparently successful non-small business Offeror and the HUBZone SBC Offeror shall be considered in light of the applied price preference, and award made to the lower priced offer. The LCO shall document his/her application of the price preference and further consideration of the offers under this subparagraph.
- C. If an offer contains terms taking exception to or modifying any Lease provision, the Government will not be under any obligation to award a Lease in response to that offer.

#### 4.04 HUBZONE SMALL BUSINESS CONCERN ADDITIONAL PERFORMANCE REQUIREMENTS (SEP 2015)

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

If a HUBZone SBC that has not waived the price preference is awarded the Lease, the certification required by the "Additional Financial and Technical Capability" paragraph of the Lease must be provided within 10 days of award. If it is determined within 20 days of award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

#### 4.05 PRESENT VALUE PRICE EVALUATION (OCT 2016)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per RSF and per ABOA SF and a breakout of the "base" price per RSF and ABOA SF for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ABOA SF from which adjustments are made will be the base price for the term of the Lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the Rentable Space yields ABOA space within the required ABOA range. The Government will verify the amount of ABOA SF and will convert the rentable prices offered to ABOA prices, which will subsequently be used in the price evaluation.

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

1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per ABOA SF price will be determined by dividing the total annual rental by the total ABOA square footage excluding these areas.

2. Free rent will be evaluated in the year in which it is offered. The gross annual price is adjusted to reflect free rent.

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

4. Also, as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.

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

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

7. To the gross PVC will be added:

a. For lease acquisitions where the Government is considering less than fully-serviced offers, the cost of Government-provided services (e.g., utilities, janitorial) not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.

b. The annualized (over the full term) cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

c. The annual price for parking to accommodate the minimum number of spaces required for government vehicles, if not included in the shell rent and charged separately. The price will be discounted annually at 5 percent.

d. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.

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

o The A/E fees are assumed to consume a portion of the total tenant improvement allowance (TIA), thus reducing the amount available for actual construction. The percentage is not a percentage of the TIA, but a percentage of the underlying costs, which together with the A/E fee equals the TIA. The following example is used to illustrate the calculations and assumes the following: An allowance of \$30 per square foot for 10,000 ABOA square feet, which is \$300,000, and A/E fees of 5%.

o The underlying costs equals the TIA divided by (1 + A/E fee percentage)  
 $\$300,000 / 1.05 = \$285,714.29$

o A/E fees at 5% of the underlying costs are  $.05 \times \$285,714.29 = \$14,285.71$

o Underlying costs of \$285,714.29 plus 5% A/E fees of \$14,285.71 = TIA of \$300,000

o The Lessor's PM fees are presumed to be in addition to the TIA and calculated as a percentage of the full TIA. Using the same example, if Lessor's PM fees are offered at 5%, the fees are calculated as  $\$300,000 \times .05 = \$15,000$ .

o The sum of these fees is then computed as a percentage of the total TIA. Following the example, A/E fees of \$14,285.71 plus Lessor's PM fees of \$15,000 (total fees of \$29,285.71)  $\div$  \$300,000 TIA = 9.762%. The amortized rental rate for the tenant improvement allowance is increased by this percentage for purposes of price evaluation.

f. The annual cost of overtime HVAC based on the offered hourly overtime rate and an estimated usage of   0   hours of overtime HVAC per year for the Space. This cost will be discounted annually at 5 percent.

8. The sum of either sub-paragraphs 5 and 7 or sub-paragraphs 6 and 7, divided by the ABOA SF will be the present value cost per ABOA SF of the offer for price evaluation purposes.

**4.06 AWARD (OCT 2018)**

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

1. Lease No. 36C260XXXXXXX and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. The pertinent provisions of the offer.
4. Floor plans of the offered Space.

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



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## SECTION 5 ADDITIONAL TERMS AND CONDITIONS

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### 5.01 MODIFIED RLP PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this RLP:

\_\_\_\_\_

\_\_\_\_\_

### 5.02 FIXED RENT OFFERS

The VHA PREFERS rent to be offered at fixed rates. Any adjustments for real estate tax and operating costs (if applicable) should be included in the fixed rate. If the Offeror chooses to offer fixed rental rates, applicable paragraphs of the Lease will be deleted or modified.

**The Government does not pay for NNN leases. Government (VA) Leases are "Full Service" only, that include: Shell, Operation Costs, Utilities, and Janitorial Services.**

### 5.03 GSA REFERENCE

Where referenced in this document, "GSA" shall sometimes mean "VHA or VA."

### 5.04 TENANT IMPROVEMENTS

If tenant improvement specifications in the Lease differ from Agency Specific Requirements (Exhibit B), Agency Specific Requirements (ASR), the ASR shall take precedent.

**PROPOSAL TO LEASE SPACE**

**OMB Control Number: 3090-0086**  
**Expiration Date: 11/30/2019**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2.3 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

In Response to Request for Lease  
Proposals (RLP) Number -->

**36C26019R0008 EXHIBIT A**

DATED

**SECTION I - DESCRIPTION OF PREMISES**

1. BUILDING DESCRIPTION	a. Building Name	b. Building Street Address			
c. City	d. State	e. 9-Digit ZIP Code		f. Congressional District	
2a. FLOORS OFFERED	2b. TOTAL NUMBER OF FLOORS IN BUILDING	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING			
		a. GENERAL PURPOSE (Office)	b. WAREHOUSE	c. OTHER	
		SQUARE FEET	SQUARE FEET	SQUARE FEET	
4. LIVE FLOOR LOAD	5. MEASUREMENT METHOD	6. YEAR OF LAST MAJOR RENOVATION (if applicable)	7. BUILDING AGE	8. SITE SIZE	
POUNDS PER SQUARE FOOT	<input type="checkbox"/> ANSI/BOMA <input type="checkbox"/> OTHER			____ SQUARE FEET ____ ACRES	

**36C26019R0008 EXHIBIT A**

- Initials: Lessor \_\_\_\_\_ VHA \_\_\_\_\_

**GSA 1364 (REV. 11/2016)**

**SECTION II - SPACE OFFERED AND RATES**

9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)	10. RENTABLE SQUARE FEET (RSF)	11. COMMON AREA FACTOR (CAF)
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"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the BSAC as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.

					Number of years each cost per square foot is in effect. State any changes for any rent component.	
	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT \$ PER RSF	e. ANNUAL RENT \$ PER ABOA SQUARE FOOT	f. NUMBER OF YEARS RATE IS EFFECTIVE
12. TENANT IMPROVEMENTS <i>(per RLP requirements)</i>						
13. BSAC <i>(per RLP requirements detailed on Security Unit Price List)</i>						
14. SHELL BUILD-OUT <i>(per RLP requirements)</i>						
15. TOTAL BUILD-OUT COSTS						
16. SHELL RENT <i>(Including real estate taxes. Refer to Line 28 on GSA 1217)</i>						
17. OPERATING COSTS <i>(Refer to Line 27 on GSA 1217)</i>						
18. TOTAL RATE/ SQUARE FOOT						
19. TOTAL ANNUAL RENT						
	a. PER SQUARE FOOT RATE	b. FOR YEARS	c. PER SQUARE FOOT RATE	d. FOR YEARS	e. PER SQUARE FOOT RATE	f. FOR YEARS
20. STEP RENT <i>(SHELL RATES)</i>	_____/RSF _____/ABOA	Thru	_____/RSF _____/ABOA	Thru	_____/RSF _____/ABOA	Thru

21. PARKING

a. Number of parking spaces for the future building/facility which are under the control of the Offeror: \_\_\_\_\_ Surface \_\_\_\_\_ Structured

b. Number of auto parking spaces required by local code: \_\_\_\_\_ Surface \_\_\_\_\_ Structured

c. Number of auto parking spaces for Employee/Visitor Use (per RLP): \_\_\_\_\_ Surface \_\_\_\_\_ Structured

d. Number of parking spaces (auto and truck) for Official Government Vehicles (per RLP): \_\_\_\_\_ Surface \_\_\_\_\_ Structured

e. Does the rental rate offered above include RLP - required parking costs?  YES  NO

If NO, complete the following: Annual cost per space: \_\_\_\_\_ Surface \_\_\_\_\_ Structured

**SECTION III - LEASE TERMS AND CONDITIONS**

22. INITIAL LEASE TERM  
*(Full Term)*

a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease:
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23. RENEWAL OPTIONS

a. Shell Rate/RSF/Year	b. Years Each	c. Number of Options	d. Number of Days Notice to Exercise Option
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24. OFFER GOOD UNTIL AWARD

25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.

26. COMMISSIONS *(if applicable)*, ATTACH COMMISSION AGREEMENT

a. Tenant Representative Commission:	b. Owner's Representative Commission:	c. Schedule of Commission Payments:
%	%	% at lease award and % at lease occupancy

27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE

**\*Block 27 fees only applicable for Tenant Improvement (TI) subject to post-award pricing;**

**N/A for turnkey pricing.**

- a. Architectural/Engineering fees will be *(choose one)*:
- 1. \_\_\_\_\_ per ABOA SF
  - 2. \_\_\_\_\_ % of Total TI construction costs.
  - 3. \_\_\_\_\_ flat fee
- b. Lessor's Project Management Fee will be \_\_\_\_\_ percent of Total TI construction costs.
- c. If other fees are applicable, state as per ABOA square foot in the space below, or if using a percentage, the basis for determining the fee.

**The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.**

29. FREE RENT INCLUDED IN OFFER

- 1. \_\_\_\_\_ months free rent (includes shell, operating, TI and BSAC rent)
- 2. Other rental concessions structured as follows
  
- 3. None

28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE

Adjustment for Vacant Premises: \_\_\_\_\_ per ABOA SF

HVAC Overtime Rate: \_\_\_\_\_ per hour per *(choose one)*

zone     floor     space

For rates based on a "per zone" basis, provide the following:

Number of zones in offered space: \_\_\_\_\_

Areas requiring 24 hour HVAC (LAN, etc.) \_\_\_\_\_ per ABOA SF\*

**\*Only applies when the Government requires separate reimbursement for 24 hour HVAC as described under Section 1 of the Lease. Otherwise, include this cost in the operating rent, as described under Section 6 of the Lease.**

Building's Normal Hours of HVAC Operation:

Monday - Friday \_\_\_\_\_ AM to \_\_\_\_\_ PM

Saturday \_\_\_\_\_ AM to \_\_\_\_\_ PM

Sunday \_\_\_\_\_ AM to \_\_\_\_\_ PM

Percent of Government Occupancy: \_\_\_\_\_ %

Current Year Taxes: \_\_\_\_\_

Based on fully assessed value?  YES     NO

Is the offered space part of multiple tax bills?  YES     NO

If so, provide tax ID numbers and square footage for each in the blank space below the question on total land costs. Attach the legal description of the offered property.

If a site is offered, state the total land costs: \_\_\_\_\_

30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See RLP requirements)*

31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

**SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION**

32. RECORDED OWNER

a. Name	b. Address	c. City	d. State	e. ZIP Code + 4	f. DUNS Number
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33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE. TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations.

34. Offeror's Interest in Property

Owner     Agent     Other

35. OFFEROR  Check if same as Recorded Owner

a. Name	b. Address	c. City	d. State	e. ZIP Code + 4
f. Title	g. E-Mail Address		h. Telephone Number	
i. Offeror's Signature			j. Date Signed	

**LEASE PROPOSAL DATA**

In Response to Request for Lease Proposals (RLP) Number

**36C26019R0008 EXHIBIT A**

DATE:

## Offeror's Interest in the Property

1.  Fee owner  Other: \_\_\_\_\_

*Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.*

## Flood Plains:

2. The Property is  in a base (100-year) flood plain  in a 500-year flood plain  not in a flood plain.

*(See RLP Section 2, Flood Plains.)*

## Seismic Safety: The Building

RLP does not contain seismic requirements. No documentation required.

RLP contains seismic requirements. The Building:

3.  Fully meets seismic requirements or meets an exemption under the RLP  
 Does not meet seismic requirements, but will be retrofitted to meet seismic requirements  
 Will be constructed to meet seismic requirements  
 Will not meet seismic requirements

*(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.*

## Historic Preference: The Building is a

Historic property within a historic district.

Non-historic developed site or non-historic undeveloped site within a historic district.

4.  Historic property outside of a historic district.

None of the above.

*(See RLP Section 2, Historic Preference.) Attach appropriate documentation.*

## Asbestos-Containing Material (ACM): The Property

Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.

5.  Contains ACM not in a stable, solid matrix.

*(See RLP Section 2, Asbestos.)*

## Fire/Life Safety:

6. The Property  Meets  Does not meet Lease fire/life safety standards.

*(See RLP Section 2, Fire Protection and Life Safety.)*

## Accessibility:

7. The Property  Meets  Does not meet Lease accessibility standards.

*(See RLP Section 2, Accessibility.)*

## ENERGY STAR®: The Building

Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): \_\_\_\_\_

8.  Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and  
 Determined that none are cost effective.  Determined that the following are cost effective *(Attach additional pages):*

*(See RLP Section 2, Energy Independence and Security Act.)*

Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.

9.  I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference. *(See RLP and Lease documents for more information.)*

**36C26019R0008 EXHIBIT A**

- Initials: Lessor \_\_\_\_\_ VHA \_\_\_\_\_

**GSA 1364 (REV. 11/2016) PAGE 5**

## Agency Specific Requirements (ASR)

### 1.0 General Intent

The intent of the Department of Veterans Affairs is to provide primary health care services to Veterans in the Yakima, WA area in a Community Based Outpatient Clinic (CBOC) medical facility. The facility will be staffed with 30-40 full time primary care employees. The offered facility may be a multi-tenant building or single tenant building with a VA preference for a ground floor facility. The offered facility must be in suitable location for a primary care facility preferably in an area of other medical office buildings or in a retail sales area.

The leased facility will be broadly based on but not limited to the following space / utilization requirements:

Lessor shall utilize and incorporate Patient Aligned Care Team (PACT) Facility Design concept model into existing or new space design and provide required tenant improvements that meet PACT model requirements as defined in Patient Aligned Care Team (PACT) "*PACT Space Module Design Guide*" (June 2015) <https://www.cfm.va.gov/til/dGuide/dgPACT.pdf>.

General PACT information can be found here:

<https://www.patientcare.va.gov/primarycare/PACT.asp>

1. Ambulatory care plan based on 13 Primary Care Exam rooms for primary care provider teams. The Lessor shall provide manufactured upper/lower wood casework and solid surface table tops and provide first quality vitreous china sinks and faucets in exam rooms, and restrooms.
2. Two Women's Health Exam rooms with sinks and exam restrooms.
3. Exam / Intake room with sink and exam restroom.
4. Six Consult rooms. Provide sinks.
5. Two General Procedure room (Omnicell and Prosthetics). Provide sinks.
6. Multipurpose conference room with folding partitions.
7. Multipurpose Mental Health Group Therapy (classroom) with folding partitions.
8. Conference room.
9. Lobby and Reception / Intake area.
10. Two Administrative support offices.
11. Limited capacity Laboratory with two blood draw rooms and an adjacent restroom. Provide specimen pass-through window assembly. The Lessor shall provide manufactured metal casework and stainless-steel table tops and sink in lab.
12. Two Tele-medicine rooms / areas.

## YAKIMA CBOC EXHIBIT B

13. Staff break room (lounge) and locker area.
14. In suite restrooms - Two public, three patient, and three staff.
15. Two Supply Storage closet, one clean utility closet, one soiled utility closet. Provide sink for soiled utility room.
16. Medical Equipment room.
17. Housekeeping closet (HAC) with floor sink, backflow preventer for chemical mixing station (if required), supply storage shelving, and broom/mop wall mounted storage brackets.
18. Telecommunication room.
19. Two medication rooms.
20. Nurses Station.
21. Waiting room and height / weight stations.
22. Two primary care provider team work areas.

### **1.0.1 Audio Visual Systems for Conference/Group Rooms**

Lessor shall provide commercial grade state-of-the-art multi-media audio/visual systems with teleconferencing capability. Independent audio-visual systems shall be provided on each side of rooms where room partitions are provided. The audio-visual systems shall include screens, projectors, cameras, monitors, speakers, overhead microphones, and cabling for a complete and operational audio-visual system.

### **1.1 Architectural**

Lessor shall provide architectural design and tenant improvements in accordance with VA Architectural Design Manual, August 2014. <http://www.cfm.va.gov/til/dManual/dmARhosp.pdf>

### **1.1.2 Building Envelope**

Building envelope shall meet the latest edition of the Architectural Design Manual for New Hospitals refers to ASHRAE 189.1-2009, Standard for the Design of High-Performance Green Buildings. The complete standard has not been adopted by the VA, but the Architectural Design Manual requires compliance with the building envelope requirements. The prescriptive assembly maximum U-values and insulation minimum R-values stated in ASHRAE 189.1-2009 shall be incorporated into the opaque elements of the building envelope of new facilities.

### **1.1.3 Furnishings**

The lessor shall provide new furnishings such as welded sheet flooring, carpeting, ceilings, painting, office/exam drapery tracks and accessories, and window shades. Lessor shall provide upper and lower manufactured wood casework and counter tops for conference, group (classroom), exam, and procedure rooms in accordance with VA Master Construction Specifications Division 12, Furnishings. Lessor shall provide upper and lower manufactured



# YAKIMA CBOC EXHIBIT B

metal casework for Lab. Lessor shall provide built-in bookcases for nurse's station, offices and conference room.

## 1.1.4 Accessibility

The offered space must meet or be able to economically meet Americans with Disabilities Act medical care facility requirements. Refer to VA Barrier Free Design Guide PG-18-13 for further accessibility requirements. <http://www.cfm.va.gov/til/accessibility.asp>

**The offered facility should be on a public bus transportation route and located no further than 2,640 feet** from a public bus transportation stop. The VA prefers CBOC sites, including sidewalks and parking lots that are level with the main building entrance for patient access. Building entrances shall be ADA accessible with automatic door operators and door operator buttons.

In addition, the building must have or be able to economically be modified to have 44-inch-wide doorways.

## 1.2 Parking

The offered building must include 75 parking spaces (including 7 handicapped spaces, and one ADA 15-passenger van parking slot at main entrance in accordance with Americans with Disabilities Act requirements). All parking shall be in accordance with [VA Parking Design Manual, and Demand Model, April 2013](http://www.cfm.va.gov/til/dManual/dmParking.pdf) <http://www.cfm.va.gov/til/dManual/dmParking.pdf>

## 1.3 Restrooms

Public restroom facilities shall either be contained within the space or shall be readily available within the common areas of the building. Patient and staff restrooms shall be contained within the space.

## 1.4 Utilities

All utilities including gas, electric, water, sewer, shall be included in the lease. Additional services such as trash disposal, 24/7 Security monitoring, and cable television shall be included in the lease.

## 1.5 Fire Protection

Lessor shall provide fire protection systems in accordance with VA Fire Protection Design Manual, Sixth Edition, September 2011; NFPA 13 Fire Sprinkler, latest edition; NFPA 101 Life Safety Code 2012; and VA Master Construction Specifications, Division 21 Fire Suppression, and Division 26 Electrical Systems.

### 1.5.1 General Design Criteria

NFPA 101 primarily addresses life safety and fire protection features, while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, seismic stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 to comply with the accreditation requirements of the Joint Commission. Therefore, designs shall comply with the requirements of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the IBC.

## YAKIMA CBOC EXHIBIT B

**1.5.2** Fire protection implementation guidance to the A/E with respect to the National Fire Protection Agency (NFPA) Fire Codes is provided as follows:

- 1) VA has adopted the National Fire Codes (NFC) published by the National Fire Protection Association (NFPA), which establish a minimum acceptable level of life safety and property protection. Life safety requirements are specifically addressed in the Life Safety Code, NFPA 101. Where conflicts exist between codes, the A/E shall follow the code specified in the text under the subject section of the VA Fire Protection Design Manual. Fire Protection design shall be based on the latest editions of the NFC at the Date of Award of the contract to the Architectural Engineering (A/E) firm. Under special circumstances, the VA will require compliance with a more recent code edition when significant changes to the code have occurred between the Date of Award to the A/E and the Date of Award to the prime contractor for construction.

**Note:** *Special circumstances would include a situation where a designed project sat "on the shelf" for an extended period, or where a significant change to the code was made and where incorporating that change would improve safety in the opinion of the AHJ.*

- 2) The A/E shall use the Department of Veterans Affairs Fire Design Manual, (current edition at time of lease award) in conjunction with the Scope of Work paragraph in the Architect/Engineer (A/E) Package and PG-18-15, Minimum Requirements for A/E Submissions, which defines the information to be shown on drawings and work to be completed at each stage of design. In addition coordinate with requirements from other applicable VA Design and Construction Criteria, VA Design Manuals, and VA Design Guides (<https://www.cfm.va.gov/TIL/>).
- 3) The A/E shall engage a certified, third party Fire Protection Engineer to conduct a Fire/Life Safety code review of design documents and incorporate and comments from the Fire Protection Engineer into the design. The A/E shall design the necessary Life Safety and Interim Life Safety provisions for impacted areas, both temporary and permanent measures. The A/E shall provide and coordinate the review of the Life Safety Provisions of the project design with a third party, independent licensed Fire Protection Engineer. The following areas will be reviewed by the third party:
  - i NFPA Code Compliance
  - ii Environmental / EPA Impacts, Permits, etc.
  - iii OSHA Compliance (i.e., Excavation, Demolition, etc.)
  - iv Security Property / Infrastructure Management, Homeland Security, etc.
  - v Emergency preparedness
  - vi Disability Accessibility Compliance
- 4) For code interpretation and enforcement, the Authority Having Jurisdiction (AHJ) for all VA projects is ultimately the Deputy Under Secretary for Health for Operations and Management (10N), with the Safety and Fire Protection Engineer (10NA8) acting as the VA Fire Marshal.

- 5) The existing fire rated features and fire protection changes will be shown on a separate drawing sheet by the A/E, and stamped by a Fire Protection Engineer (FPE) in the contract documents.

**NOTE:** The above list is intended to serve as a starting point for design and does not represent the only information in identifying the project scope.

**1.6 Physical Security**

**See EXHIBIT B.1**

**Lease Security Requirements VA CLINICS Facility Security Level II (FSL II)**

**1.6.1 Reference Interagency Committee Risk Management**

Lessor shall provide Security Systems to include Intrusion Detection System (IDS), Physical Access Control System (PACS), Video Surveillance (CCTV), Electronic Personal Protection System (EPPS), Nurse Call, and Intercom / Public Address Improvements. Systems shall be designed and install in accordance with VA Design Manuals, VA Master Construction Specifications Division 27 Communications, Division 28 Electronic Safety and Security, and VA Handbook 0730/4 Security and Law Enforcement.

Physical Access Control System: Compliance with Federal Standards. New installations or retrofitted access control systems will be compliant with technology described in Federal Information Processing Standard (FIPS) Publication 201, Personal Identity Verification of Federal Employees and Contractors, and the document "PACS Implementation Guidance, Version 2.2 (July 30, 2004), published by the Physical Access Interagency Interoperability Working Group of the GSA Government Smart Card Interagency Advisory Board. This requires that such systems will meet the ISO/IEC 14443 a, Parts 1-4 standard for contactless (proximity) card systems, or the ISO/IEC 7816 Standard for contact-type cards. Lessor to provide Andover Quantum, or equal.

**1.7 Seismic Safety - See RLP Section 2.03**

**2.0 HVAC Requirements**

Lessor shall provide a dedicated all-air air handling unit to supply conditioned air to occupied spaces by fully ducted air distribution system for all new facilities and major renovations of existing facilities where above ceiling clearance is available to accommodate HVAC air distribution systems. Design of all-air systems shall be based on admitting minimum outdoor air, or 100% outdoor air, with variable air volume (VAV) or constant volume (CV) configuration. Refer to Table 1 below for special room requirements.

**2.0.1 Patient Examination, Treatment, and Procedure Rooms**

In this category all patient care rooms are described. The list includes clinics, treatment, and procedure rooms, including Class A Operating Rooms, Special Procedure Rooms,

and Treatment Rooms. Air handling units serving these rooms shall be provided with two pre-filters (MERV 7 and MERV 11) and an after-filter (MERV 14).

**2.1 AHU Configuration**

(a) Air handling units shall be AHRI certified (either independently or in-house, dependent on fan system selection), factory-fabricated, and the standard product of one manufacturer. All air-handling units shall be constructed in modular, vertical or horizontal, and draw-through configuration. Use of blow-through air-handling units is not permitted, as fully saturated air leaving the cooling coil causes damage to the downstream filters and sound attenuators. See Figure 3-1 for a typical air handling unit configuration.

(b) Each air-handling unit 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.

**2.1.2 Common (Non-Dedicated) Air-Handling Units**

These air-handling units serve multiple functions consisting of patient care (clinics, treatment, and procedure rooms) and non-patient care common. For small projects, such as standalone clinics, where the scope of work is limited involving only a few rooms of a specific medical function, and not a full-fledged department, the common air-handling units can serve such rooms otherwise covered by the dedicated air-handling units in large projects.

It is important to note that when the rooms of differing requirements are grouped together, the serving common air-handling unit shall be selected to meet the most stringent room requirements as outlined in ASHRAE Standard 170-2008.

**2.1.3 Filtration**

Each air handling unit shall be provided with two pre-filter sections. Pre-filters shall be located upstream of the coil sections. Filter face velocity shall not exceed 500 fpm [3 m/s]. After-filters and final-filters (terminal filter) shall be provided. Pre-Filter (PF-1) Upstream of All Coils, MERV 7, 2-inch throw-away; Pre-Filter (PF-2), Downstream of PF-1, MERV 11, 6-inch Thick Rigid Cartridge. Final filters shall be provided. After-Filter (AF), Downstream of Cooling, MERV 14, 12-inch Thick Rigid Cartridge. Provide side-access filters for final filter applications.

**2.1.4 Perimeter Spaces**

A single air terminal unit can serve as many as three offices or patient examination rooms located on the same exposure and with identical load characteristics. Do not combine spaces located on different zones to form a common temperature-controlled zone. **Exception:** A perimeter corner space with at least two exposures shall be equipped with a dedicated room temperature control.

**2.1.5 Interior Spaces**

A single terminal unit can serve as many as three interior office or patient examination rooms with identical load characteristics.

**2.1.6 Open Spaces**

Open spaces with an exposed perimeter shall not be combined with interior spaces to form a common temperature control zone. A perimeter zone is defined as an area enclosing an exposed length and 12 to 15 ft [4 to 5 m] width. An interior zone does not have exposed walls.

# YAKIMA CBOC EXHIBIT B

## 2.1.7 Air Terminal Units

All terminal units shall be pressure-independent type and equipped with DDC controls. All air terminal units (constant volume or variable air volume) serving perimeter or interior spaces shall be equipped with integral reheat coils and Heating hot water with modulating control. The maximum and minimum air volume settings shall be factory set, but field adjustable. The minimum setting shall satisfy the following:

- Provide make-up air for exhaust
- Meet minimum ventilation air needs
- Limit the supply air temperature to 95 F [35 C] in heating mode. Increase the supply air airflow as required if more heat is required.

## 2.1.8 Air Balance

Positive air balance, designated as (+) in the Room Data Sheets, occurs when the supply air volume is 15% more than the return and/or exhaust air volumes. 15% supply air is used to pressurize the space.

Negative air balance, designated as (-) in the Room Data Sheets, occurs when the supply air volume is 15% less than the return and/or exhaust air volumes. 15% make-up air is introduced into the space from adjoining areas. Double negative air balance, designated as (- -) in the Room Data Sheets, occurs when the supply air volume is 30% less than the return and/or exhaust air volumes.

## 2.2 DDC Controls

The Lessor shall provide a complete Building Energy Management System in accordance with VA Master Construction Specifications Division 23, Specification 23 09 23 Direct-Digital Control System for HVAC. All new control devices shall be equipped with electric actuators.

## 2.3 Duct Design

Air distribution system shall be designed in accordance with applicable ASHRAE and SMACNA Standards. Parameters listed below shall govern in the event of discrepancies from the ASHRAE or SMACNA Standards. Use applicable sections of the SMACNA Standard to select the air distribution ductwork pressure classification. Ductwork shall be fabricated from galvanized steel, aluminum, or stainless steel depending upon applications. Fiber board ductwork is prohibited.

**Table 1 - Special HVAC Requirements**

Room Name	Indoor Temperature		Indoor Relative Humidity		Min Total ACH	Min OA ACH	Room Air: Return, Exhaust General (G)	Max Noise Level NC	Room Air Balance	Individual Room Control	
	Cooling (°F)	Heating (°F)	%RH Max	%RH Max						Temp	Flow
<b>Multi-Purpose Procedure Rm</b>	75	70	60	20	6	4	Return	35	(+)	Yes	CV
Notes:											
<b>Examination Rooms</b>	75	70	60	20	4	2	Return	35	(0)	Yes	VAV
Notes: The design parameters are applicable to all examination rooms not involving treatment and/or procedures. Individual Room Temperature Control - Refer to perimeter and interior zoning requirements.											
<b>Blood Draw Rm</b>	75	70	60	20	6	2					
Notes: None											

## YAKIMA CBOC EXHIBIT B

<b>Admit &amp; Main Waiting</b>	75	70	60	20	6	2	Exhaust (G)	40	(-)	Yes	CV
Notes: Exhaust the designated waiting area by drawing supply and transfer air towards the space. Provide a dedicated exhaust air system, if feasible. ASHRAE recommends a dedicated air-handling unit, where the admission and waiting areas can be physically separated from the space, such as, entrance lobby. The dedicated air handling unit shall be designed to operate from 100% outdoor air to minimum outdoor air on demand.											
<b>Conference Rm</b>	75	70	60	20	4	2	Return	35	(0)	Yes	VAV
Notes: Energy Conservation Initiative - Evaluate the feasibility of using a carbon-dioxide (CO2) and/or occupancy sensors to conserve energy during part load conditions. The control sequence shall be project-specific.											
<b>Locker Room without toilets</b>	75	70	60	20	6	N/A	Exhaust (G)	40	(-)	Yes	CV
Notes: Room Air Balance - Maintain locker rooms under negative air balance with respect to the adjoining spaces.											
<b>Lounge</b>	75	70	60	20	4	2	Exhaust (G)	40	(-)	Yes	CV
Notes: Room Air - Return air is permitted if the lounge is not equipped with vending machines, microwave, refrigerator, etc.											
<b>Medication Rm</b>	75	70	60	20	4	2	Return	40	(+)	Yes	VAV
Notes: None											
<b>Multipurpose Rm</b>	75	70	60	20	4	2	Return	40	(0)	Yes	VAV
Notes: Energy Conservation Initiative - Evaluate the feasibility of using a carbon-dioxide (CO2) and/or occupancy sensors to conserve energy during part load conditions. The control sequence shall be project-specific. Folding Partitions: Where the room is equipped with folding partitions, provide individual room temperature control for either side of the partition.											
<b>Offices</b>	75	70	60	20	4	2	Return	40	(0)	Yes	VAV
Notes: Room Temperature Control - Refer to perimeter and interior zoning requirements.											
<b>Toilets - Public</b>	N/A	N/A	N/A	N/A	10	N/A	Exhaust (G)	40	(- -)	No	CV
Notes: Perimeter Heating - For toilets with an exterior wall subject to heat loss, provide thermostatically-controlled (closed-loop, local control) terminal heater(s) to maintain set point 68°F heating.											
<b>Clean Utility / Storage Rm</b>	72	72	60	20	4	4	Exhaust (G)	40	(+)	Yes	CV
Notes: Spaces will house Omnicells for clean supply storage and requires temperature/humidity control.											
<b>Housekeeping Aid Closet HAC</b>	N/A	N/A	N/A	N/A	10	N/A	Exhaust (G)	40	(- -)	No	CV
Notes: None											
<b>Soiled Utility &amp; Storage Rm</b>	N/A	N/A	N/A	N/A	6	N/A	Exhaust (G)	40	(- -)	No	CV
Notes:											
<b>Dry Laboratories</b>	75	70	60	20	6	2	Return	40	(0)	Yes	CV
Notes: None											
<b>Tele-com Rm</b>	86	40	N/A	N/A	N/A	Note 2	Return	45	(0)	Yes	CV
Notes: Mechanical Cooling - Provide a dedicated mechanical cooling unit using chilled water or refrigerant direct expansion (DX) as the cooling medium. Cooling shall be available on demand. Provide a DDC sensor to monitor the space temperature and initiate local and remote alarms in the event space temperature exceeds 95 F [35 C]. Provide a DDC sensor for monitoring and alarm with local control loop.											

### 3.0 Electrical

Lessor shall provide electrical systems design and tenant electrical system improvements in accordance with VA Electrical Design Manual, December 2010; NFPA 70 National Electrical Code (NEC), latest edition; and VA Master Construction Specifications, Division 26, Electrical Systems. <http://www.cfm.va.gov/til/dManual/dmELhosp.pdf>

#### 3.0.1 Receptacles

All receptacles shall comply with NEMA, NFPA, and UL. Duplex Receptacles shall be hospital-grade, single phase, 20 ampere, 120 volts, 2-pole, 3-wire, NEMA 5-20R, with break-off feature

for two-circuit operation. Wall plates for switches and receptacles shall be type 302 stainless steel.

Ground Fault Circuit Interrupter (GFCI) Duplex Receptacles shall be provided at locations within three feet of a water source such as a sink and provided at all outdoor locations. Outdoor receptacles shall be weatherproof. GFCI's shall be an integral unit, hospital-grade, suitable for mounting in a standard outlet box, with end-of-life indication and provisions to isolate the face due to improper wiring.

Lessor shall provide two duplex (QUAD) outlets and adequate data drops for each computer work station and central printer locations.

**3.1 Communications**

Lessor shall provide telecommunications systems design and tenant Communications improvements in accordance with VA Master Construction Specifications, Division 27 Communications, and VA Electrical Design Manual, December 2010. Lessor shall coordinate with VA Communications point of contact (POC) for equipment and telecommunications room requirements.

The Lessor shall furnish, install, certify, test, and guaranty a complete and operating Voice and Digital Cable Distribution System (here-in-after referred to as "*the System*"), and associated equipment and hardware to be installed in the VA Out Patient Clinic here-in-after referred to as "the Facility". The System shall include, but not be limited to: equipment cabinets, interface enclosures, and relay racks; necessary combiners, traps, and filters; and necessary passive devices such as: splitters, couplers, cable "patch", "punch down", and cross-connector blocks or devices, voice and data distribution sub-systems, and associated hardware. The System shall additionally include, but not be limited to: telecommunication closets (TC); telecommunications outlets (TCO); copper and fiber optic, and analog radio frequency (RF) systems coaxial distribution cables, connectors, "patch" cables, and/or "break out" devices.

At a minimum, the System shall be able to support voice and data and analog RF operations for Category 6 Certified Telecommunication Service. Refer to VA Master Construction Specifications, Section 27 15 00 Communications Horizontal Cabling for further minimum system performance requirements, TCO, and cabling requirements.

**3.2 Wireless Network**

The Lessor shall furnish, install, certify, test, and guaranty a complete and operating wireless Cable Distribution System. The System shall include, but not be limited to: equipment cabinets, interface enclosures, and relay racks and necessary passive devices such as: cable "patch", "punch down", and cross-connector blocks or devices, wireless distribution sub-systems, and associated hardware. VA will provide and install wireless access point field devices.

**4.0 Plumbing Fixtures**

Lessor shall provide plumbing design and tenant plumbing fixture improvements in accordance with VA Master Construction Specifications, Division 22, Section 22 40 00 Plumbing Fixtures.

Lessor shall provide emergency shower/eye and face wash stations in Lab in accordance with ANSI Z358.1-2009 In-Depth Compliance Guide, and latest ANSI Eyewash Standards. Locate eyewash stations on the same level as the hazard and the path of travel shall be free of obstructions. Lessor shall provide Thermostatic Mixing Valves (TMV) or water tempering valves to deliver tempered water to eye wash stations (range 60°F to 100°F) per ANSI Z358.1-2009.

## YAKIMA CBOC EXHIBIT B

Refer to ANSI Standard for Minimum Performance and Installation requirements. Provide Eyewash Signage as required.

Lessor shall provide (P-609) Electric Water Coolers in lobby/waiting and in clinic area: Mechanically cooled, self-contained, wheel chair, bubbler style fully exposed dual height stainless steel fountains, recessed in wall refrigeration system, stainless steel grille, stainless steel support arm, wall mounting box, energy efficient cooling system consisting of a hermetically sealed reciprocating type compressor, 115v, 60 Hz, single phase, fan cooled condenser, permanently lubricated fan motor. Set highest bubbler 1016 mm (40 inches) above finished floor.

### 5.0 Wood Doors

AA Grade Face Veneer in accordance with WDMA I.S.1-A. One species throughout the project. For transparent finishes Premium Grade, rotary cut, white oak veneer. Match face veneers for doors for uniform effect of color and grain at joints. Door edges shall be same species as door face veneer.

Lessor shall provide hollow metal doors and door frames in accordance with VA Master Construction Specification Section 08 11 13 Hollow Metal Doors and Frames.

Sound Rated Doors such as offices, conference rooms, and group meeting rooms: Fabricated as specified for flush wood doors with additional construction requirements to meet specified sound transmission class (STC). Lessor shall provide door accessories such as Frame Gaskets: Continuous closed cell sponge neoprene with stop adjusters, and Automatic Door Bottom Seals: Steel spring operated, closed cell sponge neoprene metal mounted removable in extruded aluminum housing with a medium matte 0.1 mm (4.0 mil) thick clear Anodized finish. Concealed or Surface Mounted.

### 5.1 Door Hardware

All hardware shall comply with UFAS, Uniform Federal Accessible Standards. Hardware for application on metal and wood doors and frames shall be made to standard templates. Furnish templates to the fabricator of these items in sufficient time so as not to delay the construction. The following items shall be of the same manufacturer: Mortise locksets, Hinges for hollow metal and wood doors, Surface applied overhead door closers, Exit devices, and Floor closers.

The Lessor shall provide door hardware in accordance with the VA Physical Security Design for Life Safety Protected Facilities. Refer to appendix for further door hardware specifications and placement requirements.

The Lessor shall provide armor plates, kick plates, mop plates and door edging as required conforming to ANSI Standard A156.6. Kick plates, mop plates and armor plates of metal, Type J100 series.

### 5.2 Locks and Latches

Conform to ANSI A156.2. Locks and latches for doors 45 mm (1-3/4 inch) thick or over shall have beveled fronts. Lock cylinders shall have not less than seven pins. Cylinders for all locksets shall be removable core type. Cylinder shall be removable by special key or tool. Construct all cores so that they will be interchangeable into the core housings of all mortise locks, rim locks, cylindrical locks, and any other type lock included in the Great Grand Master Key System. Disassembly of lever or lockset shall not be required to remove core from lockset.



## YAKIMA CBOC EXHIBIT B

5.2.1 Mortise Lock and Latch Sets: Conform to ANSI/BHMA A156.13. Mortise locksets shall be series 1000, minimum Grade 2. All locksets and latch sets shall have lever handles fabricated from cast stainless steel. Provide sectional (lever x rose) lever design for VA approval.

### 5.2.2 Keying

Keying: All cylinders shall be keyed into existing manufacturer "BEST" patented Great Grand Master Key System. Provide removable core cylinders that are removable only with a special key or tool without disassembly of knob or lockset for all doors. Cylinders shall be 7 pin type. Keying information shall be furnished later by the Contracting Officer's Representative (COR).

## 6.0 Services, Utilities, Maintenance

### 6.1 Services, Utilities, Maintenance: General

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies or to correct deficiencies within four (4) hours of written or oral notice of such deficiency. If no substantial attempt has been made to correct within the specified time, action will be taken by the VA to correct such deficiency and the cost of those repairs will be deducted from the next month's rental payment.

### 6.2 Normal Hours

Services, utilities, and maintenance shall be provided daily, extending 6:00 a.m. to 9:00 p.m. except Saturdays, Sundays, and federal holidays.

### 6.3 Overtime Usage

- A. The Government shall always have access to the leased space 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. Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

### 6.4 Utilities

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as part of the established rental rate.

### 6.5 Janitorial Services –

**SEE –**

**EXHIBIT B.2 JANITORIAL Performance Work Statement (PWS) at the end of Exhibit)**

**6.6 Schedule of Periodic Services**

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

**6.7 Landscape Maintenance**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, edging, weeding, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

**6.7.1 As Required**

Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of building. Maintain parking lot lighting, striping, markings, pavements, and markings. Provide and supply installation, and replacement of light bulbs, tubes, ballasts, and starters. Lessor is responsible to properly dispose according to EPA code standards. Replace worn floor covering and building finishes (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

**6.8 Flag Display**

The Lessor shall be responsible for flag display on all workdays and federal holidays. The government will provide instructions when flag shall be flown at half-staff.

**6.9 Security**

The Lessor shall provide a level of security which is reasonably deters unauthorized entry to the space leased 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.

**6.10 Maintenance and Testing of Systems**

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All building service equipment and systems shall be maintained in accordance with industry standards and the manufactures recommendations to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire and safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt or fumes. 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 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, fire sprinkler, emergency generator, physical security systems, nurse call/code blue, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.
- C. Fire Sprinkler Inspection: Lessor shall provide monthly, quarter, and annual interior building fire sprinkler inspections per VA and NFPA fire sprinkler requirements for healthcare

## YAKIMA CBOC EXHIBIT B

environment. The inspector shall be a licensed NFPA fire sprinkler inspector for state of Washington. All inspections will be performed according to NFPA guidelines, not the local Authority Having Jurisdiction, as per VA requirements. Building sprinkler system design and questions shall be addressed to building owner. Lessor shall provide inspection reports within 15 days of inspection.

Inspection Report shall be emailed to: [Nicholas.Williams7@va.gov](mailto:Nicholas.Williams7@va.gov) (Lease Administrator) and delivered to:

Tenant:  
 VA Medical Center  
 Facilities Management Service Stop 500  
 77 Wainwright Drive  
 Walla Walla, WA 99362

1. Fire Sprinkler Inspection schedule is, or as agreed upon with COR. Building access shall be coordinated with CBOC Clinic Manager located on Site:

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Monthly Inspection	X	X		X	X		X	X		X	X	
Quarterly Inspection			X						X			
Semi-Annual Inspection						X						
Annual Inspection												X

Inspections will consist of 8 Monthly, 2 Quarterly, 1 semi-Annual, and one Annual in the above months.

**Exhibit B.1:**

**LEASE SECURITY REQUIREMENTS VA CLINICS FACILITY SECURITY LEVEL II –(FSL II)**

# YAKIMA CBOC EXHIBIT B

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## EXHIBIT B.1 LEASE SECURITY REQUIREMENTS VA CLINICS – FACILITY SECURITY LEVEL II (FSL II) v.6.21.19

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THIS ATTACHMENT PROVIDES THE INTERAGENCY SECURITY COMMITTEE (ISC) LEVELS OF PROTECTION (LOP) NECESSARY TO ACHIEVE A **FACILITY SECURITY LEVEL II (FSL II)**.

OFFERERS ARE RESPONSIBLE FOR PROVIDING ALL ITEMS DESIGNATED AS “SHELL”. THESE ITEMS WILL NOT BE PRICED.

ITEMS DESIGNATED “TI” FOR TENANT IMPROVEMENT, SHALL BE PRICED AND NEGOTIATED AFTER AWARD, USING THE SECURITY PRICE LIST AND WITH INPUT FROM THE VA POLICE.

ADDITIONAL INFORMATION ON THE INTERAGENCY SECURITY COMMITTEE (ISC) RISK MANAGEMENT PROCESS IS AVAILABLE HERE: <https://www.dhs.gov/interagency-security-committee>

Video Surveillance System (VSS), is widely used throughout industry and the federal government. It covers both analog and digital systems and is referenced in the Department of Homeland Security (DHS) Science and Technology Digital Video Quality Handbook.1

Design-Basis Threat (DBT).

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### **DEFINITIONS:**

**CRITICAL AREAS AND SYSTEMS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include patient care spaces, or any area that houses medical, mental, or other services that require patient privacy. Sensitive areas are primarily housed within Government-controlled space.

VSS – Video Surveillance Systems

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## **SITE SECURITY CRITERIA**

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### **IDENTIFICATION AS FEDERAL FACILITY: (SHELL)**

- Signage identifying a facility as a Federal facility should only be posted when necessary to achieve the mission of the tenants, or when the facility is readily identified or well-known as a government facility based on the nature of public contact or other operations.

### **LANDSCAPING: (SHELL)**

- Minimize areas of concealment in and around facilities. Establish a clear zone around barriers or fences and restrict landscaping from obstructing views of the security force and VSS; or interfering with lighting or Intrusion Detection System (IDS).

**PEDESTRIAN ACCESS TO SITE: (SHELL)** No special measures required.

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## YAKIMA CBOC EXHIBIT B

**VEHICLE ACCESS POINTS: (SHELL):** No special measures required.

### **SITE LIGHTING: (SHELL)**

- Install exterior lighting at entrances, exits, parking lots, garages, VSS locations, and walkways from parking areas to entrances.
- All lighting design decisions should also support CPTED goals and enhance environmental design factors (e.g., post-incident investigation, personnel identification, natural surveillance activities).
- Lighting should be sufficient to:
  - Illuminate potential areas of concealment;
  - Enhance the observation of security force patrols and VSS; and
  - Provide for the safety of personnel moving between adjacent parking areas, streets, alleyways, and around the facility.
- Sufficient lighting must be provided to ensure VSS video images can be used to identify a clear description of a person and any activity they may be engaged in.
- Maintained Illumination Level (lux).
  - Horizontal Illumination:
    - Covered parking areas – 10
    - Roof and surface parking area – 2.5
    - Stairwells, elevator lobbies – 20
    - Uniformity ratio (average: min) – 4:1
    - Uniformity ratio (maximum: min) – 15:1
  - Vertical Illumination:
    - Covered parking areas – 5
    - Roof and surface parking area – 2.5
    - Stairwells, elevator lobbies – 10
- For lighting assessment procedures and minimum lighting levels in other areas, refer to the *Illuminating Engineering Society (IES) Security Lighting Handbook G-1-03*.
- For prescriptive lighting requirements, please refer to the *GSA PBS-P100, Facilities Standards for the Public Buildings Service, issued April 2017*.

### **RESTRICTED AREAS OR SIGNIFICANT AREAS AND ASSETS: (SHELL)**

- Use trees, hedges, berms, or any combination of these elements to create buffer zones to separate public areas and other functions.
- Restricted areas or significant areas and assets include but are not limited to:
  - Utility connections;
  - Loading docks;
  - Emergency power supplies;
  - Hazardous-materials storage;
  - HVAC; and
  - Exterior access to critical rooms (e.g., telecom and information technology (IT) resources).

# YAKIMA CBOC EXHIBIT B

## **SIGNAGE – SENSITIVE AREAS: (SHELL)**

- Prohibit signs that identify sensitive areas, unless required by other standards/codes.
- Avoid marking outside locations such as air intakes, fuel supply valves, gas or power distribution locations, evacuation assembly areas, etc.

**CONTROL OF PARKING:** No special measures required.

## **AUTHORIZED PARKING: (SHELL):**

- Visitor parking should be located as far from the facility as practical. Assigned employee and government parking may be used to establish a “buffer zone.”

## **VEHICLE ACCESS TO CONTROLLED PARKING:**

- ISC LOP II (SHELL): Designate employee and visitor parking areas.
- ISC LOP III (TI): Install vehicle gates to limit access to staff parking and/or GOV parking areas.

## **VEHICLE BARRIERS:**

- ISC LOP Level III (TI): Provide vehicle barriers to protect pedestrian entrances from penetration by a vehicle meeting the Interagency Security Committee Design Based Threat, 2018 Edition.
  - The type and size should be utilized to support the kinetic energy calculations  $\langle \text{Kinetic Energy (KE)} = 0.5 * \text{Mass (m)} \text{ Velocity (v)}^2 \rangle$  necessary to determine the minimum crash rating necessary for protection. Practitioners should utilize locally developed threat information indicating a deviation from the DBT vehicle characteristics.
  - Reduce Straight Avenues of Approach for Vehicle Paths:
    - Use a vehicle velocity that considers the angle of incidence in conjunction with the distance between the perimeter and the point at which a vehicle likely would be able to start a run at the perimeter. Design site circulation to prevent high-speed approaches by vehicles and use barriers or offset vehicle entrances from the direction of a vehicle’s approach to force a reduction in speed. Appropriate measures for the barrier system may include walls, fences, trenches, berms, ponds and water basins, boulders, plantings, trees, static barriers, sculptures, and street furniture.
  - Maximum clear spacing between vehicle barriers is four feet. Minimum barrier height is 30 inches. Agency standards may require additional height.
  - Barriers must be certified to meet performance requirements for vehicle size and speed specific to the facility under ASTM F 2656-18, Standard Test Method for Crash Testing of Vehicle Security Barriers,

**VEHICLE SCREENING:** No special measures required

## **PEDESTRIAN ACCESS TO CONTROLLED PARKING AREAS:**

- ISC LOP II (SHELL): Minimize areas of concealment in and around parking areas.
- ISC LOP III (TI): Monitor pedestrian access to parking areas utilizing security force and/or VSS.

## **HAZARDOUS MATERIALS (HAZMAT) STORAGE:**

- ISC LOP II (SHELL): Locate HAZMAT storage in a restricted area away from loading docks, entrances, and uncontrolled parking.

### RECEPTACLE AND CONTAINER PLACEMENT:

- ISC LOP II (SHELL): Position trash containers, mailboxes, donation/recycle containers, vending machines, etc., 25 feet away from building exterior and entry points, or implement blast containment measures to mitigate an explosion.

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## STRUCTURAL SECURITY CRITERIA

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### BLAST RESISTANCE-WINDOWS:

- ISC LOP III (TI): Utilize acceptable fragment retention film or preferred glazing systems to reduce the glass fragmentation hazard.
  - Acceptable Fragment Retention Film: In applications requiring retention film, film shall meet or exceed the following physical properties:
    - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:
    - Yield strength: 12,000 psi
    - Elongation at yield: 3%
    - Longitudinal tensile strength: 22,000 psi
    - Traverse tensile strength: 25,000 psi
    - Longitudinal elongation at break: 90%
    - Traverse elongation at break: 75%
    - In most cases, a 7-mil retention film will be sufficient to meet the minimum physical properties
  - Preferred glazing systems include: thermally tempered heat-strengthened or annealed glass with a fragment retention film installed on the interior surface and attached to the frame; or laminated thermally tempered, laminated heat-strengthened, or laminated annealed glass.
    - New glazing systems at the Low or higher LOPs shall be designed with a minimum ½-inch bite.
  - Unacceptable systems include untreated monolithic annealed or heat-strengthened glass and wire glass.
  - For new construction projects, a blast engineer with formal training in structural dynamics and demonstrated experience with accepted design practices for blast resistant design must be included as a member of the design team.

### BLAST RESISTANCE: FAÇADE AND STRUCTURE:

- ISC LOP II (SHELL): EXISTING BUILDING: Ensure building constructed with materials which have inherent ductility, and which are better able to respond to load reversals (e.g., cast in place reinforced concrete column construction).



## YAKIMA CBOC EXHIBIT B

- All building materials and types acceptable under model building codes are allowed. Design detailing is required for material such as pre-stressed concrete, pre-cast concrete, and masonry to adequately respond to the design loads.
- **Unreinforced masonry is unacceptable.** Pre-stressed concrete is not very ductile and may not be appropriate where load reversals may occur.
- **ISC LOP Level IV: (TI): NEW CONSTRUCTION:** Use a combination of setback, site planning, façade hardening, and structural measures to provide a medium level of façade protection.
  - **Medium Façade Protection:** Moderate damage, repairable. The facility will sustain a significant degree of damage, but the structure should be reusable. Assets may be damaged. Building elements other than major structural members may require replacement.
  - For new construction projects a blast engineer with formal training in structural dynamics and demonstrated experience with accepted design practices for blast-resistant design must be included as a member of the design team.
  - Reference the current ISC DBT, unless device size is superseded by an agency-specific threat assessment. Device location is the closest possible point to the setback with the DBT device.
  - All building components requiring blast resistance must be designed using established methods and approaches for determining dynamic loads, structural detailing, and dynamic structural response. The demands on the structure will be equal to the combined effects of dead, live, and blast loads. Blast loads or dynamic rebound may occur in directions opposed to typical gravity loads. Design and analysis approaches should be consistent with Unified Facilities Criteria (UFC) 3-340-02, "Structures to Resist the Effects of Accidental Explosions, with Change 2." Response limits shall follow U.S. Army Corps of Engineers (USACE) PDC-TR 06-08, "Single Degree of Freedom Structural Response Limits for Antiterrorism Design."

### **BLAST RESISTANCE: PROGRESSIVE COLLAPSE:**

- **ISC LOP II: (SHELL)** Given the low occupancy and risk level associated with these types of facilities, progressive collapse design is not required for FSL I and II, regardless of the number of floors.

**BLAST RESISTANCE – UNDER BUILDING PARKING:** Under building parking is highly discouraged. However, if under building parking is required; the Lessor will ensure access to under building parking is limited with the Lessors guarantee that all parking under the structure will be controlled through active screening or another access control method to ensure only authorized, vetted personnel may park under the building. No unscreened public parking access will be allowed under VA leased space.

- **ISC LOP II (SHELL):** Use construction materials which have inherent ductility, and which are better able to respond to load reversals (e.g., cast in place reinforced concrete column construction).

### **BURGLARY RESISTANCE OF WINDOWS AND GLASS DOORS:**

LESSOR: \_\_\_\_\_ VA: \_\_\_\_\_

## YAKIMA CBOC EXHIBIT B

- ISC LOP II (SHELL): All operable ground floor windows shall be locked and monitored via IDS.
  - The degree of penetration resistance should be commensurate with the delay necessary to protect assets while security and law enforcement personnel are notified and respond. Additional solutions may include burglary-resistant bars, wire mesh window systems, pin, epoxy, film, laminate, etc.

### **WALLS AND NON-WINDOW OPENINGS:**

- ISC LOP III (TI): Protect non-window openings such as mechanical vents and exposed plenums to resist forcible entry.
  - Forced entry resistance will be uniform around the perimeter and the façade of the building.
  - Exterior non-window openings (e.g., vents) greater than 96 square inches in perimeter walls should be secured with grills, bars, and IDS.
  - Interior walls of secure or restricted areas (IT Closets, Pharmacy) should be checked for penetration via the plenum and secured via grills, bars, mesh etc., and monitored via IDS when necessary.

### **WINDOWS IN CRITICAL AREAS- BALLISTIC PROTECTION:**

- ISC LOP II (SHELL): No special measures required.

### **PROTECTION OF AIR INTAKES:**

- ISC LOP II (SHELL): Secure accessible air intake grilles from tampering or removal.

### **ISOLATED VENTILATION SYSTEMS:**

- ISC LOP II (SHELL): No special requirements

### **HVAC CONTROL:**

- ISC LOP II (SHELL): Lessor shall develop written procedures for the emergency shut-down or exhaust of air handling systems.
  - A “one-step shutoff” is a mechanism that requires only a single action by an individual (e.g., engineer or security personnel) to initiate the immediate shut down of all air handling equipment in the building.

### **CBR DETECTION TECHNOLOGY:**

- ISC LOP II: (SHELL): No special measures required.

### **BIOLOGICAL FILTRATION – GENERAL BUILDING:**

- ISC LOP II (SHELL): No special measures required

### **BIOLOGICAL FILTRATION – LOBBIES AND MAILROOMS:**

- ISC LOP II (SHELL): No special measures required.

### **CHEMICAL FILTRATION:**

- ISC LOP II: (SHELL): No special measures required.

### **SECURITY OF VENTILATION EQUIPMENT AND CONTROLS:**

- ISC LOP II: (SHELL): The lessor shall protect the system controls from unauthorized access.

## YAKIMA CBOC EXHIBIT B

- Access to government space shall be managed by installing compliant Physical Access Control in compliance with OMB policy M-05-24, NIST SP-800-116-1, and all other applicable standards established by OMB, NIST, and the OCIO Council.
- To ensure HVAC system operation cannot be disrupted by someone physically accessing the controls, HVAC equipment shall be located in a secure area with access limited to authorized staff.

### LOCATION OF UTILITIES AND FEEDERS:

- ISC LOP II: (SHELL): No special measures required.

### SEPARATION OF EMERGENCY AND NORMAL POWER DISTRIBUTION:

- ISC LOP II: (SHELL): No special measures required.

### EMERGENCY GENERATOR PROTECTION:

- ISC LOP II: (SHELL): If an emergency generator is used, secure against unauthorized access and locate the emergency generator and fuel tank at least 25 feet away from loading docks, entrances, and parking, or implement standoff, hardening, and venting methods to protect utilities from the DBT at these locations.
  - If the emergency generator is installed outdoors at grade, it should be protected by perimeter walls and locked entrances. The generator shall not be located in any areas that are prone to flooding.
  - More secure locations include the roof, protected grade level, and protected interior areas. VSS, electronic Physical Access Control, and IDS coverage should be utilized.
  - Provisions for securing any refueling and shutoff valves in fuel lines within or in close proximity to the building must be addressed.

### PROTECTION OF WATER SUPPLY:

- ISC LOP II (SHELL): Secure handles, control mechanisms, and service connections at onsite publicly accessible locations with locks or other anti-tamper devices.

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## FACILITY ENTRANCE CRITERIA

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If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of FACILITY ENTRANCES AND LOBBY Section below shall apply to the entrance of the **Building**. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of FACILITY ENTRANCES AND LOBBY Section below shall apply to the entrance of **the leased Space**.

### REGULATORY SIGNAGE:

- ISC LOP II: (SHELL): Post necessary regulatory, statutory, and/or site-specific signage.

# YAKIMA CBOC EXHIBIT B

## EMPLOYEE ACCESS CONTROL:

- ISC LOP II (SHELL): Provide a means to secure employee entrance doors by physical or electronic means.
  - When it is determined an electronic Physical Access Control System (ePACS) is to be installed, procurement and installation must comply with OMB policy M-05-24, NIST SP-800-116-1, and all other applicable standards established by OMB, NIST, and the OCIO Council.

## VISITOR ACCESS CONTROL:

- ISC LOP II (SHELL): Always require visitors to nonpublic areas be sponsored by a tenant and either approved for unescorted access or escorted at all times.

## LIMIT BUILDING ENTRY POINTS:

- ISC LOP II (SHELL): No special measures required

## ENTRANCE CO-LOCATION: (SHELL):

- No special measures required.

## PERIMETER DOORS AND DOOR LOCKS:

- ISC LOP II: (SHELL): Secure government space perimeter doors with non-removable hinges and high-security mechanical or electronic locks.
  - Access to government space shall be managed by installing compliant Physical Access Control in compliance with OMB policy M-05-24, NIST SP-800-116-1, and all other applicable standards established by OMB, NIST, and the OCIO Council.
  - Hinge pins located on the unsecured side of perimeter and critical interior doors must be designed to preclude door removal. Ensure magnetic locks have at least 1,200 pounds of shear holding power.
  - Electric strikes must meet all specifications of UL Standard 1034, Burglary-Resistant Electric Locking Mechanisms. For more information on electric strikes, refer to American National Standards Institute (ANSI) A156.25.
  - Door strikes should not allow the dead latch to be in the fully extended position when the door is closed.
  - Entrance Doors shall be capable of being remotely locked and unlocked from the reception desk or other designated position
  - Glass for entrance and egress doors shall have shatter-resistant material not less than 0.18 millimeters (7 mil) thick– Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:
    - Yield Strength: 12,000 psi
    - Elongation at yield: 3%
    - Longitudinal Tensile strength: 22,000 psi
    - Traverse Tensile strength: 25,000 psi
    - Longitudinal Elongation at break: 90%
    - Traverse Elongation at break: 75%

# YAKIMA CBOC EXHIBIT B

## **CONTROL OF KEYS AND ACCESS MEDIA: (SHELL):**

- Implement a formal key control program and electronically disable lost or stolen access media.

## **EMPLOYEE CONVIENANCE DOOR:**

- ISC LOP III (TI): The Lessor shall ensure staff entrances are located independently of main entrance lobbies and be convenient to staff parking.
  - Provide electronic access control for employee entry doors without a security force post (including after-hours access) in conjunction with VSS coverage.

## **EMERGENCY EXIT DOORS: (SHELL):**

- Secure emergency exit doors using an automatic door closer and exit hardware that are compliant with applicable life safety codes and standards. Monitor all emergency exits via visual, electronic, or audible means.

## **DELAYED EGRESS: (SHELL):**

- No special measures required.

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## **INTERIOR SECURITY CRITERIA**

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## **SPACE PLANNING:**

- ISC LOP II (SHELL): No special measures required

## **ACCESS TO NON-PUBLIC/PROVIDER AREAS:**

- ISC LOP Level IV: (TI): Use signage, walls, IDS, and electronic access control force to establish physical boundaries to control access to non-public areas such as exam rooms and provider offices.
  - The Lessor will create a protected partition between the leased space lobby and the non-public provider area. A combination of walls and doors will be used.
  - The doors leading to the non-public area will meet the same specifications as the perimeter. The doors will have electronic locks to allow escorted visitors into the non-public space.

## **SECURITY OF CRITICAL AREAS SUCH AS PHARMACY OR NETWORK ROOMS:**

- ISC LOP III (TI): Install electronic access control, VSS and IDS to control and monitor access into critical areas such as pharmacy, Network Rooms/IT Closets, etc.
  - Access to government space shall be managed by installing compliant Physical Access Control in compliance with OMB policy M-05-24, NIST SP-800-116-1, and all other applicable standards established by OMB, NIST, and the OCIO Council.
  - Validate additional requirements with VA Police during design.

## **BUILDING SYSTEMS AND ROOF ACCESS:**

- ISC LOP II (SHELL): Secure utility, mechanical, electrical, and telecom rooms, and access to interior space from the roof with high-security locks.

## **PUBLICALLY ACCESSIBLE RESTROOMS:**

- ISC LOP II (SHELL): Control access to public restrooms

## **PUBLICLY ACCESSIBLE RETAIL AND MIXED-USE SPACE:**

- ISC LOP II (SHELL): Accommodate publicly accessible retail and mixed-use space through such means as separating entryways.

## **BLAST RESISTANCE – INTERIOR PUBLIC SPACES**

- ISC LOP II (SHELL): Certify that construction materials were or will be used which have inherent ductility and which are better able to respond to load reversals (e.g., cast in place reinforced concrete column construction).

## **BLAST RESISTANCE – MAIL SCREENING AND RECEIVING LOCATION:**

- ISC LOP II (SHELL): Certify that construction materials were or will be used which have inherent ductility and which are better able to respond to load reversals (e.g., cast in place reinforced concrete column construction).

## **INTERIOR WINDOWS:**

- ISC LOP II: (SHELL): No special measures required.

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## **SECURITY SYSTEMS CRITERIA**

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### **VSS COVERAGE:**

- ISC LOP III(TI): Provide VSS coverage of personnel entrances and exits, parking lots, loading docks, and lobbies and other areas designed by VA Police.
  - VA Police will designate a purpose and goal for each security camera installed and verify/test that the VSS is designed to meet the physical security needs of the space and occupants.

### **VSS MONITORING AND RECORDING:**

- ISC LOP II (SHELL): Record CCTV views using a digital medium.
  - Firmware and software updates from the manufacturer should be installed as soon as possible to prevent any breach.
    - A chain of custody and written procedures for evidence retrieval must be developed (contact [isfubgroup@tswg.gov](mailto:isfubgroup@tswg.gov) for a publication on Best Practices for the Retrieval of Video Evidence from Digital VMS Systems or visit [www.tswg.gov](http://www.tswg.gov)).
    - The need for disaster recovery and remote operational capability, including offsite storage of data, should be considered when designing the VSS.

## YAKIMA CBOC EXHIBIT B

- When possible, the images shall be recorded at a minimum rate of 15 frames per second on digital media.
  - Motion recording with conditional refresh is recommended to reduce bandwidth and storage challenges. External entrance/exit cameras and any cameras covering significant areas or assets (identified during the risk assessment) should record at all times. Recorded images should be at the camera's maximum resolution.
- Edge recording capabilities should be considered when network bandwidth or network outages are a concern.
- Storage:
  - According to the NARA General Records Schedule (GRS) 5.6: Security Records, surveillance video must be stored for 30 days (<https://www.archives.gov/files/records-mgmt/grs/grs05-6.pdf>).
  - Longer retention is authorized if required for business use. If less than 30 days of video images are to be kept, then a waiver should be granted from NARA utilizing SF 115.

### SECURITY CONTROL CENTER:

- ISC LOP II (SHELL): No special measures required

### VSS SURVEILLANCE ADVISORY:

- ISC LOP II: (SHELL): When VSS is utilized, post signage at the entrance of the location.
  - Post signs at entrances to the site, facility, parking garages, etc., where VSS coverage exists.
  - Signs should be large enough to be noticed, placed in an easily seen location, and have both words and pictures indicating video surveillance is being conducted at the location.

### INTRUSION DETECTION SYSTEM (IDS) COVERAGE:

- ISC LOP II (SHELL): Provide IDS on perimeter entry and exit doors and all ground-floor windows.
- UL 2050 Listed intrusion detection equipment is strongly recommended. Initial installation should include validation (testing) of the entire system, including monitoring center notification and connected equipment.
- The following descriptions are provided as benchmarks in considering the appropriate system technologies. An access control system can serve as an IDS if it meets the IDS details listed here and has provisions for monitoring (see IDS Monitoring).
  - Entry Doors will have:
    - Magnetic switch;
    - Alarm system keypad (at main employee entrance); and
    - Motion Sensor coverage (passive infrared sensor (PIR), microwave, ultrasonic, or similar device).
  - Windows and other openings greater than 96 square inches:

## YAKIMA CBOC EXHIBIT B

- Glass-break detector; and
- Magnetic switches or shock sensors.
- Non-opening windows should utilize glass break detectors and/or motion sensor coverage.
- Installation Practices: No matter the system type listed above the following installation practices should be used:
  - All IDS devices should be on a supervised circuit.
  - End-of-line resistors for supervision must be placed in the individual sensor and not in the alarm panel.
  - Alarm panels should be in a locked tamper-proof container with a tamper switch.
  - Alarm panels should be located in a locked area that is only assessable to authorized individuals. Area should be protected by IDS.
  - External facility entrances and high-security applications should be designed in a multi-layered approach (e.g., doors that have magnetic or balanced magnetic switches should also be protected with a motion sensor).
  - Zoning – Each alarm sensor or alarm point should have its own zone. This will help with troubleshooting alarm points and response to alarms.
  - Double doors – Double doors or split doors should be zoned on each leaf, not both doors on one zone.
  - Cross zoning (the requirement of two or more sensors to be activated in a specific amount of time before activating an alarm) should be avoided.
  - Garage doors – Garage doors should have a sensor on each side to prevent the lifting on one side without an alarm.
  - Accessible external facility openings that are 96 square inches or more should be alarmed.
  - Door contacts should be installed on the opening side of the door and should not allow the door to open far enough to provide the ability to tamper with the contact inside the door without going into alarm.

### **INTRUSTION DETECTION SYSTEM (IDS) MONITORING:**

- ISC LOP II (SHELL): Monitor at a central station with notification to law enforcement or security responders.

### **DURESS ALARMS OR ASSISTANCE STATIONS:**

- ISC LOP III(T1): Provide duress buttons or call buttons at security force posts and sensitive public contact areas.
  - Duress devices shall be concealed from the public and shall annunciate for an immediate response.
  - Duress buttons should be tested monthly by the occupants of the facility. If batteries are utilized to power the alarm, the batteries should be replaced yearly and documented.



## YAKIMA CBOC EXHIBIT B

- Duress Alarm system and design will be approved by VA Police during design or prior to installation.

### **BUILDING COMMUNICATON SYSTEM:**

- ISC LOP II (SHELL): No special measures required.

### **EMERGENCY POWER FOR SECURITY SYSTEMS:**

- ISC LOP II (SHELL): No special measures required.

### **SECURITY SYSTEM TESTING: (SHELL):**

- Conduct security system performance testing annually and provide documentation.

### **SECURITY SYSTEM MAINTENANCE:**

- ISC LOP II (SHELL): Implement a maintenance program for all security systems. Any critical component that becomes inoperable must be replaced or repaired within five business days.

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## **SECURITY OPERATIONS AND ADMINISTRATION**

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### **FACILITY SECURITY PLAN: (SHELL):**

- Develop a written Facility Security Plan that identifies security responsibilities, emergency contacts, response procedures for incidents, and contingency plans for temporary upgrades in accordance with the National Terrorism Advisory System.

### **SECURITY DURIGN CONSTRUCTION AND RENOVATION (SHELL):**

- Develop and implement a Construction Security Plan.

### **PROTECTION OF CONSTRUCTION INFORMATION: (SHELL):**

- Limit access to construction documents to those persons with an established need-to- know.

**END OF EXHIBIT B.1**

**EXHIBIT B.2**

**JANITORIAL - PERFORMANCE WORK STATEMENT**

## B.2 JANITORIAL - PERFORMANCE WORK STATEMENT -

**1. General Information:** The Lessor (also referred to as “contractor”) shall provide all Janitorial Services for the Yakima Community Based Outpatient Clinic (CBOC). The Government shall not exercise any supervision or control over the janitorial service providers performing the service herein. Such contract service providers shall be accountable solely to the Lessor, who in turn is responsible to the Government.

**2. Description of Services/Scope:** The Lessor / sub-contractors shall provide all labor, supervision, management support, transportation, equipment to ensure that janitorial services are performed at the Yakima CBOC in a manner that will maintain satisfactory, clinically appropriate facility condition and present a clean, neat and professional appearance. The Lessor shall provide antimicrobial hand soap, and “red bag” isolation bags.

**2.1 Selection of Cleaning Products:** The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. Use an approved germicidal detergent (approved by VA and provide MSDS sheets).
2. Use an approved anti-microbial hand soap dispenser in a disposable cartridge type dispenser (approved by VA and provide MSDS sheets).
3. Use disposable trash can liners.
4. Use HEPA filtered vacuum using disposable bags.
5. Use products that are packaged ecologically.
6. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable.
7. Minimize the use of harsh chemicals and the release of irritating fumes.
8. Examples of acceptable products may be found at <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>
9. 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.

**3. Place of Performance:** To be determined (TBD)

**4. Period of Performance:** From Beneficial Occupancy to the end of the Lease.

### 5. Specific Tasks:

**5.1 Classification of Level of Cleaning Services** - The level of effort and materials required to clean these buildings and certain types of space within the building will vary. The following classifications will be used in this Performance Work State to describe the work to be performed.

#### Basic Cleaning Services [paragraph 5.2]

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LESSOR: \_\_\_\_\_ VA: \_\_\_\_\_

**Periodic Cleaning Services [paragraph 5.3]**

**Clinical Cleaning Services (sanitized cleaning) [paragraph 5.4]**

**Emergency or Special Event Cleaning Services [paragraph 5.5]**

Yakima Veterans Community Based Outpatient Clinic (CBOC) is \_TBD\_ sq. ft. clinical space and \_TBD\_ administrative space. The CBOC requires daily clinical cleaning services Monday through Friday excluding holidays.

***\*Lessor shall provide: All restroom paper products, antibacterial hand soap, red bag isolation bags. HEPA filtered vacuum disposable bags shall be used.***

***The Lessor shall notify the VA facility manager, so the facility will not be without these critical infection control measures. All disinfectants/germicide to be used will be approved for use by the Walla Walla Infection Control Committee and supplied by VA Walla Walla Medical Center\****

**5.2 Basic Cleaning Services** - These services will include the cleaning of visible dirt and debris from surfaces. The estimated cleaning frequency to meet the Service Delivery Summary Performance Thresholds table in paragraph 6 for each applicable cleaning task. These are estimated frequencies and are provided to the contractor for information only. The contractor shall determine the frequency of each cleaning task to meet the performance thresholds. Performance will be based on the government's evaluation of results, not frequency or method of performance.

**5.2.1. Maintain Hard Floors** - Wood, ceramic, vinyl, concrete, rubber, and other hard surface floors shall be kept clean. All hard floors shall be maintained according to the best trade practices. All hard floors shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, or spray buffed to ensure they have a uniform, glossy appearance and are free of odor, dirt, debris, mildew, dust, scuff marks, heel marks, stains, discoloration, and other foreign matter as appropriate for the surface type. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, and other furnishings. Chairs, tables, throw rugs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position. Floors requiring a finish shall be maintained at a high luster and free of all marks, dirt, and debris. High traffic hard floor areas shall be those areas such as hallways and other areas frequently traveled by multiple people.

**5.2.2. Remove Trash from Interior of Building** - Trash shall be collected and disposed of in the parking lot dumpster. Trash from areas/rooms will be removed on the days they are cleaned. Trash containers shall be emptied and kept clean and free of dirt, stains, debris and odors. Plastic liners provided by the contractor shall be utilized in trash containers and shall be replaced when torn, worn or contain residue.

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

## YAKIMA CBOC EXHIBIT B

**5.2.4 Vacuum Carpets/Mats** - Vacuum carpeted areas so that after vacuuming, the carpet and mats shall be free of all visible dirt, debris, litter and other foreign matter and has no unpleasant odor. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the facility manager. Areas vacuumed shall include throw rugs and walk-off mats. Carpeting will be clean up to, and including, the outer edges.

**5.2.5. Spot Clean Carpets** - Spot clean or shampoo dirty carpets over an area of two square feet or less. Spots must be removed immediately upon being visible during the next cleaning cycle. Areas spot cleaned shall be free of stains, discoloration, soil, debris, odors and dust.

**5.2.6. General Spot Cleaning** - Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, vestibules, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures that are up to 10 feet above the floor. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

**5.2.7 Restroom Cleaning Services** - The contractor shall clean and disinfect restrooms. Restroom areas must look, smell and be clean for as much of the day as possible. Dispensers shall be full, fixtures clean and spot free, partitions dust free, counters soil free and dry, and the floors litter free, spot free, and dry.

**5.2.7.1 Clean and Disinfect** - Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, mirrors, floors, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. All surfaces shall be free of dust, streaks, encrustations, spots, stains, graffiti, and odor producing material.

**5.2.7.2. Descal Toilet Bowls and Urinals** - Descaling shall be performed as often as needed to keep areas free of scale, soap film, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

**5.2.7.3. Sweep and Mop Floor** - All floor surfaces shall be cleaned in accordance with paragraph 5.2.1. After sweeping and mopping the entire floor surface, it shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance free of dust, dirt, debris, streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep, and damp mop the entire floor. Floors shall be stripped, scrubbed, and waxed, as necessary, to maintain sanitary conditions and a clean, uniform appearance.

**5.2.7.4 Stock Restroom Supplies** - Contractor shall ensure rooms are stocked sufficiently so that supplies including soap for the soap dispensers do not run out. If supplies run out prior to the next service date, contractor shall refill within four hours of notification. The contractor shall replenish toilet supplies, as

needed, to maintain an adequate supply always. All sanitary napkin disposal receptacles shall be provided with a liner and replaced if in use.

**5.3 Periodic Cleaning Services –**

**5.3.1 Strip, Scrub, Seal, and Wax Hard Floors** - The Contractor shall strip, scrub, seal, and wax floors as necessary to maintain a uniform glossy appearance, minimum of quarterly in clinical areas. A non-skid wax material shall be used. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration.

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

**5.3.3 High Dusting** - High dusting shall be done in all areas. After high dusting, all dust, lint, cobwebs, litter and dry soil shall be removed from all surfaces up to 20 feet from the floor surface.

**5.3.4 Clean Interior/Exterior Windows** - Windows shall be cleaned in all areas. All windows, including glass in doors, and window screens shall show no traces of film, dirt, smudges, water streaks, or other foreign matter. This includes all glass and windows up to 20 feet from the floor surface.

**5.3.5 Clean/Shampoo Carpets** - All carpets shall be cleaned in accordance with standard commercial practices, minimum once per quarter in clinical area. A heavy-duty spot remover may be required in heavily soiled areas. After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items. Chairs, rugs, tables, trash receptacles, and other items shall be moved to clean carpets and returned to their original location.

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

**5.4 Clinical Cleaning Services** - Clinical cleaning service requires a higher level of effort and is applicable in wet areas (or where bodily fluids are present) such as restrooms lab areas and exam rooms. These services will require the removal of dirt of any kind, including use of disinfectant and/or germicidal detergent. Frequencies are estimated only and are provided to the Contractor for reference. The contractor shall determine the frequency of each cleaning task to meet the performance thresholds. Performance will be based on the Government’s evaluation of the results, not frequency or method of performance. The contractor shall provide all the applicable cleaning tasks included in paragraphs 5.2.1 through 5.3.6 to provide clinical level cleaning services.

**5.5 Emergency or Special Event Cleaning Services** - Emergencies or special events will occur that may require the contractor to provide extra labor, materials, and equipment to provide cleaning services beyond the normal cleaning services. Emergency or special events may include, but are not limited to, VIP visits, major spills in buildings, building flooding, and storm damage to building interior. Upon

## YAKIMA CBOC EXHIBIT B

notification, the contractor shall perform emergency or special event cleaning required in any building, area, or room in the clinic. The contracting officer, contracting officer's technical representative, community-based outpatient clinic manager or outreach clinic manager will notify the contractor as soon as a special event requirement is known, but not less than 24 hours (one work day) prior to the event. Completion schedule shall be determined by the contractor for each emergency or special event cleaning service performed.

**6. Performance Requirements Summary:** The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. The Contractor shall achieve quality performance and customer satisfaction with no assistance from the Government through implementation of their own quality control plan. The Contractor shall make all quality assurance documents available at the beginning of the next business day after the Government's request to view the records. Performance thresholds are set as follows:

Performance Objective	PWS Paragraph	Performance Threshold	Remedy	Method of Assessment
Perform Basic Cleaning Services	5.2	No more than 5 valid defects per month attributable to Contractor performance	Re-performance within 2 hours of notification	Random Sampling and Customer Complaints
Perform Period Cleaning Services	5.3	No more than 5 valid defects per month attributable to Contractor performance	Re-performance within 2 hours of notification	Random Sampling and Customer Complaints
Perform Clinical Cleaning Services	5.4	No more than 5 valid defects per month attributable to Contractor performance	Re-performance within 2 hours of notification	Random Sampling and Customer Complaints
Perform Emergency or Special Event Cleaning Services	5.5	No more than 5 valid defects per month attributable to Contractor performance Re-	Re-performance within 2 hours of notification	Random Sampling and Customer Complaints

## YAKIMA CBOC EXHIBIT B

		performance within 2 hours of notification	
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6.1 Quality Control - The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is how he assures himself that his work complies with the requirement of the contract. The Quality Control Plan (QCP) should be submitted within the first thirty (30) days after the contract is awarded for approval. After acceptance of the QCP the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

6.2 Quality Assurance: The Government shall inspect and evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance and minimum acceptable defect rate(s).

6.3 Random Sampling: A methodology of selecting areas to be inspected, which guarantees that no prejudicial, factors pre-dispose one area to be inspected over another. The methodology used is "Sampling with Replacement" meaning that an area once selected, is returned to the pool, and could be selected again with infinite frequency.

- Any unsatisfactory inspection (defect) result shall be recorded, and the Lessor / Contractor shall re-perform the service within two hours after notification.

- Exceeding the performance threshold for any of these performance objectives in any one-month period shall result in a warning letter or letter of concern from the CO.

- Exceeding the performance threshold of these performance objectives, in any combination for any two, or more consecutive or non-consecutive months during a contract period shall constitute an immediate Progress Meeting. All remedies shall be in accordance with Lease (Contract) Terms and Conditions.

6.4 Customer Complaints: The Government POC will receive and investigate complaints. The COR shall be responsible for initially validating customer complaints. The CO shall make final determination of the validity of customer complaints in the cases of disagreement with the Government POC and the Lessor. Validated customer complaints shall be re-performed.

- Exceeding the performance threshold for any of these performance objectives in any one-month period shall result in a warning letter or letter of concern from the CO.

- Exceeding the performance threshold of these performance objectives, in any combination for any two, or more consecutive or non-consecutive months during a contract period shall constitute an immediate Progress Meeting. All remedies shall be in accordance with Lease (Contract) Terms and Conditions.



# YAKIMA CBOC EXHIBIT B

6.5 Periodic Annual Progress Meetings: The CO, Government POC and other personnel as appropriate, and the Lessor shall periodically meet and discuss the Janitorial performance. The following issues shall be discussed; opportunities to improve the services, any modifications required, unsatisfactory inspections and valid customer complaints against each performance objective observed and steps taken by the Lessor to prevent occurrences in the future.

6.6 The minutes of these meetings will be reduced to writing, signed by the CO and any other signatures as deemed appropriate, distributed to the functional area and the Lessor. Should the Lessor not concur with the minutes, they will provide a written notification the Contracting Office identifying areas of non-concurrence for resolution.

**7. Confidentiality:** Lessor and all personnel working under this contract, including sub-contractors, do not have the right to access patient Personal Health Information/Personal Identifiable Information (PHI/PII) and shall not disclose any information regarding the patients treated at the VA. All clinical records, including names of patients, Social Security numbers, and any, and all medical, administrative, or demographic information that pertains to the patients treated at the VA is strictly confidential. This information is protected under Federal regulations. All information and records that pertain to the employees of the VA is also confidential and is protected under law. Lessor and any individuals employed or enlisted by the Lessor may be required to sign Confidentiality Statement as a condition of being allowed to work at the VA. Any paperwork found on desks or other equipment, shall not be moved and the Lessor / Sub-contractors will work around such paperwork to the best of their ability.

## **8. Hours of Operation:**

The Lessor shall develop and maintain a service schedule. The service schedule shall indicate the days of the week, task and frequency of service to be performed. The service schedule shall be submitted as soon as possible after Lease award but no later than 3 days prior to assuming the cleaning responsibility. The Lessor shall coordinate with the facility manager to agree upon a day and time that cleaning shall be done that is convenient both to the Lessor and the occupants of the building. The facility manager will be advised of changes as they occur. The Lessor shall provide an on-site point of contact (POC) for all contractual matters during normal hours of operation of Monday – Friday from 8:00 am-4:30pm except weekends and the below Federal Holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

And any other day specifically declared by the President of the United States to be a National or Federal Holiday.

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LESSOR: \_\_\_\_\_ VA: \_\_\_\_\_

## YAKIMA CBOC EXHIBIT B

**9. Risk Control:** The Lessor shall maintain Material Safety Data Sheets (MSDS) on all chemicals used will be kept up to date, onsite and be made available for use by contracted personnel and Government personnel in case of emergency. The Government will provide emergency contact numbers for emergent building and safety concerns that arise during non-working hours.

**10. Damage:** Extreme caution shall be exercised to prevent damage to the building and its contents. Any damage must be reported to the Government POC immediately for appropriate action. Any damage caused by the Lessor / sub-contractor will be repaired and or replaced to the satisfaction of the VA at the Lessor's expense. Appropriate Government personnel will conduct the investigation.

**11. Technical Information:** Summary of estimated workload data by required level of cleaning service below -

Area	Level of Cleanliness
Exam Rooms	Clinical
Laboratory	Clinical
Pharmacy	Clinical
Supply Room	Clinical
Restrooms	Clinical
Administrative	Basic
All other Areas	Basic

**12. Security Requirements:** All Lessor employees or sub-contractors are subject to the same level of investigation as VA employees who have access to VA sensitive information or access to VA facilities. The background investigation includes the following requirements: 1) Completed documentation 2) Fingerprints 3) Completion of OPM's e-QIP Questionnaire. The Lessor is required to fulfill all the security requirements. The Lessor, upon completion of fingerprinting, and an initial suitability determination, may be authorized tentative access to start the performance period of the contract, but only on condition of completion of all security requirements. This requirement is applicable to all subcontractor personnel requiring the same access.

The Lessor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the Lessor shall reimburse the VA within 30 days.

**LESSOR'S ANNUAL COST STATEMENT***Important - Read attached "Instructions"*

OMB Control Number: 3090-0086

Expiration Date: 11/30/2019

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0086. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

1. Request for Lease Proposals (RLP)

36C26019R0008 - Exhibit C

2. Statement Date

3. Rental Area (Square Feet)

3A. Entire Building

3B. Leased by Government

4. Building Name and Address (Number, Street, City, State, and Zip Code)

**SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES  
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION**

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY
	(a) Entire Building	(b) Government-Leased Area	
<b>A. CLEANING, JANITOR AND/OR CHAR SERVICE</b>			
5. Salaries			
6. Supplies (Wax, cleaners, cloths, etc.)			
7. Contract Services (Window washing, waste and snow removal)			
<b>B. HEATING</b>			
8. Salaries			
9. Fuel ("X" one) <input type="checkbox"/> Oil <input type="checkbox"/> Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric			
10. System Maintenance and Repair			
<b>C. ELECTRICAL</b>			
11. Current for Light and Power			
12. Replacement of Bulbs, Tires, Starters			
13. Power for Special Equipment			
14. System Maintenance and Repair (Ballasts, Fixtures, etc.)			
<b>D. PLUMBING</b>			
15. Water (For all purposes) (Include Sewage Charges)			
16. Supplies (Soap, towels, tissues not in 6 above)			
17. System Maintenance and Repair			
<b>E. AIR CONDITIONING</b>			
18. Utilities (Include electricity, if not in C11)			
19. System Maintenance and Repair			
<b>F. ELEVATORS</b>			
20. Salaries (Operators, starters, etc.)			
21. System Maintenance and Repair			

36C26019R0008 - Exhibit C

GSA 1217 (REV. 11/2016)

Initials: Lessor \_\_\_\_\_ VHA \_\_\_\_\_

<b>G. MISCELLANEOUS (To the extent not included on Page 1)</b>			
22. Building Engineer and/or Manager			
23. Security (Watchperson, guards, not janitors)			
24. Social Security Tax and Workperson's Compensation Insurance			
25. Lawn and Landscaping Maintenance			
26. Other (Explain on separate sheet)			
<b>27. TOTAL</b>			

**SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES**

28. Real Estate Taxes			
29. Insurance (Hazard, Liability, etc.)			
30. Building Maintenance and Reserves for Replacement			
31. Lease Commission			
32. Management			
<b>33. TOTAL</b>			

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.	34. Signature of: <input type="checkbox"/> Owner <input type="checkbox"/> Legal Agent	
	TYPED NAME AND TITLE	SIGNATURE                      DATE
34A.	34B.	34C.
35A.	35B.	35C.

## INSTRUCTIONS

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for facilities.

### ITEM NUMBER

1. Enter the Government lease or Request for Lease Proposals (RLP) number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (*multiple tenancy basis*) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (*actual or proposed*) or to other permanent partitions, or both. 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 services areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include the vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
3. B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

### SECTION I

#### ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Request for Lease Proposals (RLP) and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

### SECTION II

#### ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boiler, compressors, elevators, and roof coverings.
31. Enter any lease commission which you may be responsible for due to the Government leasing action.
32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
34. - 35. Complete Lessor certification.

**SOLICITATION PROVISIONS**  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270\_1 \_ INSTRUCTIONS TO OFFERORS - ACQUISITION OF LEASEHOLD INTERESTS  
IN REAL PROPERTY (JUN 2011)

(a) Definitions. As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) *Late proposals and revisions.*

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part --for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of --or in connection with --the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) *Lease award.*

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7) ) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:



- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) *Paperwork collection.* The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. 52.222\_24 \_ PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

3. 552.270\_3 \_ PARTIES TO EXECUTE LEASE (JUN 2011)

(a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as

\_\_\_\_\_ [insert name of firm]."

(b) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, evidence of this authority to so act shall be furnished.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

4. 52.233\_2 \_ SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over \$150,000 average net annual rental, including option periods.)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

#### 6. FLOOD PLAINS (JUN 2012)

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

**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH
			DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST
			WHEN SUBCONTRACTING WITH CONTRACTORS
			DEBARRED, SUSPENDED, OR PROPOSED FOR
			DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR
			PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING
			PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND
			FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control Number 3090-0163.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

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

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

#### 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

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

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

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

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

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

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

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date* —

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

## **20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as “the Act”), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## **21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government’s measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
  - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
  - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

<b>Poster(s)</b>	<b>Obtain from</b>
GSA Office of Inspector General “FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
 LESSOR GOVERNMENT

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### **31. CHANGES (MAR 2013)**

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

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

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

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

### **32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### **33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
 LESSOR GOVERNMENT

**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT



- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
- 42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
- 43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
- 44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
- 45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
- 46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
- 47. 52.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**  
(Applicable if over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

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LESSOR GOVERNMENT

## PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6<sup>th</sup> floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6<sup>th</sup> floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

**PART A**

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement." Part A is applicable to offered space located below the 6<sup>th</sup> floor of the building.

I. Building Address						
Building Name: _____						
Building Address: _____						
City: _____		State: _____		9-Digit Zip Code: _____		
II. General Building Information						
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:						
Floor						
Square Feet Per Floor						
b. Identify the total number of floors in the building starting at the street floor:						
c. Identify the total number of floors in the building below the street floor:						
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:						
III. Other Uses in Building (Check All That Apply)						
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail	<input type="checkbox"/> Parking Garage	<input type="checkbox"/> Other (List Below)	
IV. Automatic Fire Sprinkler System						
<b>Please Check YES, NO, or N/A to the following questions:</b>						
a. Is an automatic fire sprinkler system installed throughout the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
V. Fire Alarm System						
<b>Please Check YES, NO, N/A to the following questions:</b>						
a. Is a fire alarm system installed in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. Is an emergency voice/alarm communication system installed in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, remote station, or UL listed central station?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

Initials: Lessor \_\_\_\_\_ VA \_\_\_\_\_

## VI. Exit Signs and Emergency Lighting

Please Check YES, NO, or N/A to the following questions:

a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

## VII. Elevators

Please Check YES, NO, or N/A to the following questions:

a. Are elevators installed in the building?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
c. If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

## VIII. Additional Information

## OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**PART B**

The Offeror’s professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building’s fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

**NOTES:**

- a. The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.
- b. Upon completion of Part B, the Offeror’s fire protection engineer must sign and date the “Fire Protection Engineer Statement.”
- c. Upon completion of Part B, the Offeror must sign and date the “Offeror’s “Statement of Correction.”
- d. The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.

- a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
- b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
- c. Identify the number of floors in the building (above and below grade).
- d. Identify the approximate gross square footage per floor in the building.
- e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
- f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
- g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.

2. Occupancy Classifications.

- a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.

3. Building Construction.

- a. Identify the building construction type.

4. Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
- b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.

Initials: Lessor \_\_\_\_\_ VA \_\_\_\_\_

## 5. Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.
- b. For each exit stair, describe:
  - i. The clear width of each stair tread and location of measurement.
  - ii. The egress capacity of each exit stair.
  - iii. The location of where each exit stair discharges.
  - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
  - v. Any penetrations into and openings through each exit stair enclosure assembly.
  - vi. Any headroom obstruction within each exit stair enclosure.
  - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
  - viii. The exit stair remoteness arrangement.
  - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
- c. Identify and describe all exit doors that do not swing in the direction of exit travel.
- d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
- e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
- f. Identify by location and describe any concern regarding the exit signage within the building.
- g. Describe the building's emergency lighting system.
- h. Identify and describe if emergency power is provided within the building.
- i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

## 6. Automatic Fire Suppression Systems

- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
- b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
- c. Identify and describe any other fire suppression systems installed within the building.
- d. Identify and describe the types of standpipes installed in the building.
- e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

## 7. Fire Alarm System

- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
- b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.
- c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
- d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

## 8. Elevators

- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
- b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
- c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
- d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

**STATEMENT OF FIRE PROTECTION ENGINEER**

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below. I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria. (If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Phone Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Stamp Here:

**OFFEROR'S STATEMENT OF CORRECTION**

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

**NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_





## Attachment 2: Seismic Offer Forms

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### Instructions to Leasing Specialists:

The following seismic forms are intended to be issued as an attachment to the RLP package. Therefore, unless the transaction is exempted as described under paragraph 3a of this Appendix, the LCO must attach the entire group of six Seismic Forms to the RLP package. The Offeror/Offeror's engineer must fill out the appropriate form(s) among the four pre-award submittals to complete his or her offer. The pre-occupancy submittals are also included as part of the RLP package, to inform Offerors of potential post-award obligations.



## RLP OFFER ATTACHMENT - SEISMIC OFFER FORMS

### Instructions for Offeror:

Forms A through D are pre-award submittals. Depending upon the form, either the Offeror or the Offeror's engineer shall complete and sign the form to confirm seismic compliance with RP 8. When the engineer fills out a form, he or she is also required to stamp it. The Offeror's engineer shall represent whether the Building meets RP 8 standards, using Form A for Benchmark Buildings or Form B for other existing buildings. If the engineer's certification indicates that the Building does not meet RP 8 standards, the Offeror shall agree to retrofit the building to meet the standards, using Form C, Part 1. Offerors providing new construction shall commit to a design code, using Form C, Part 2. Offerors may represent that their building meets an exemption criteria, using Form D.

Forms E and F are post-award submittals. They only apply when the Offeror has agreed to either retrofit an existing building (use Form E) or is constructing a new building (use Form F). Prior to the Government accepting leased space, the Lessor's engineer shall complete, stamp, and sign the appropriate representation.

The forms must include the supporting documentation stated in the RLP and Lease.

Below is a detailed explanation of each of the forms.

### SEISMIC FORM A - CERTIFICATE OF SEISMIC COMPLIANCE BENCHMARK BUILDING

A benchmark building is one that was designed and built or retrofitted in accordance with structural provisions that are considered to provide acceptable life-safety protection. RP 8, Section 1.3, Table 1-1 shows the construction codes that qualify a building as a Benchmark Building. If a building qualifies, no additional hazards need be considered. If the seismicity of a region has changed since the benchmark dates listed in the table, the building must be evaluated in accordance with the now current or greater seismicity of the region to be compliant with the RP 8 Standards.

### SEISMIC FORM B - CERTIFICATE OF SEISMIC COMPLIANCE EXISTING BUILDING

The engineer shall evaluate the building to determine compliance with the Life Safety Performance Level. He or she shall use RP 8 Chapter 3 and ASCE/SEI 31 to determine compliance. The evaluation must include the appropriate Structural, Nonstructural, and Geologic Site Hazard and Foundation Checklists with backup calculations.

### SEISMIC FORM C – BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT

Part 1 only applies to planned retrofit of an existing building. The Offeror shall identify the engineer in charge of the seismic retrofit and commit that the retrofit's design and construction will conform to the requirements of ASCE/SEI 41, Basic Safety Objective. The commitment must also include a Tier 1 report with supporting documentation, a narrative, scope, and schedule of the proposed renovations.



Part 2 only applies to new construction. The Offeror shall identify the engineer in charge of the design of the building and specify which building code he or she is using to design and construct.

#### SEISMIC FORM D – OFFEROR’S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS

The Offeror may claim an exemption from seismic compliance if representing that the offered building meets either of the following exemptions:

- In an area of moderate seismicity, the total space leased in the building by the Federal government, including the offered space, will be less than 10,000 ABOA SF upon commencement of the lease term.
- In an area of high to very high seismicity, the offered building is a one-story building of steel light frame or wood construction with less than 280 m<sup>2</sup> (3,000 ABOA SF).

#### SEISMIC FORM E - CERTIFICATE OF SEISMIC COMPLIANCE RETROFITTED BUILDING

The engineer in charge of the building's structural retrofit of the leased building shall certify that the design standard was the Basic Safety Objective as set forth in ASCE/SEI 41, Seismic Rehabilitation of Existing Buildings, and that the building was retrofitted to that standard.

#### SEISMIC FORM F - CERTIFICATE OF SEISMIC COMPLIANCE NEW BUILDING

The engineer shall certify that the design and construction of new buildings or additions to existing buildings conforms to the seismic provisions of the latest edition of the applicable State or local government codes under which it was built.

#### DEFINITIONS - The following definitions apply to the completion of the above-referenced forms:

1. **Engineer** means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
2. **ASCE/SEI 31** means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings." ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
3. **ASCE/SEI 41** means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings." ASCE/SEI 41 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
4. **Seismic Certificate** means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this solicitation together with any required attachments.

**Appendix G: Seismic Safety in Leasing**

Attachment 2: Seismic Offer Forms

5. **RP 8** means "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. You can obtain RP 8 from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or download copy at [http://www.wbdg.org/ccb/NIST/nist\\_gcr11\\_917\\_12.pdf](http://www.wbdg.org/ccb/NIST/nist_gcr11_917_12.pdf).



SEISMIC FORM A

CERTIFICATE OF SEISMIC COMPLIANCE  
BENCHMARK BUILDING

Date: \_\_\_\_\_

This affirms that \_\_\_\_\_ served as engineer in charge of the seismic evaluation of the building located at \_\_\_\_\_.

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

On the basis of the building characteristics and to the extent permitted by this level of evaluation, it is my opinion that the subject Building qualifies as a Benchmark Building as indicated in ASCE/SEI 31, Table 1-1.

***Affix Stamp and Sign Here***

Engineer's Name:

Firm:

Address:

Telephone:

License No.:

License State:

Expiration Date:

Appendix G: Seismic Safety in Leasing



Attachment 2: Seismic Offer Forms

SEISMIC FORM B

**CERTIFICATE OF SEISMIC COMPLIANCE  
EXISTING BUILDING**

Date: \_\_\_\_\_

This affirms that \_\_\_\_\_ served as engineer in charge of the seismic evaluation of the building located at \_\_\_\_\_.

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

I have evaluated this building at the Life Safety Performance Level as set forth in the ICSSC RP 8, Standards of Seismic Safety for Existing Federally Owned and Leased Buildings, using ASCE/SEI 31 methodology:

\_\_\_ Tier 1 Evaluation

\_\_\_ Tier 2 Evaluation

\_\_\_ Tier 3 Evaluation

\_\_\_ Other (please explain below)

**Documentation of this evaluation must be attached to this Certificate.**

On the basis of the building characteristics and to the extent permitted by this level of evaluation it is my opinion that subject Building (*check one*)  does /  does not meet the Life Safety Performance Level of ICSSC RP 8.

*Affix Stamp and Sign Here*

Engineer's Name:

Firm:

Address:

Telephone:

License No.:

License State:

Expiration Date:

**Comments:**

Attach: ASCE/SEI 31 Checklist(s) Structural, Nonstructural, and Geologic Site Hazards and Foundation.



SEISMIC FORM C

BUILDING RETROFIT OR NEW CONSTRUCTION  
PREAWARD COMMITMENT

PART 1

PREAWARD COMMITMENT TO RETROFIT BUILDING:

Date: \_\_\_\_\_

This affirms that \_\_\_\_\_ shall serve as the engineer in charge of the seismic retrofit of the building located at \_\_\_\_\_. The retrofit must be designed to meet the **Basic Safety Objective**, as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with the requirements of this Standard and the seismic paragraph in the Request for Lease Proposals (RLP), our offer includes a commitment to retrofit the building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. The offer includes a Tier 1 report with all supporting documents, a narrative explaining the process, scope of renovations, and a schedule for the seismic retrofit. Documentation shall be provided before award that demonstrates the seismic retrofit will meet the seismic standards and be completed within the time frame required.

PART 2

PREAWARD COMMITMENT TO CONSTRUCT A NEW BUILDING:

Date: \_\_\_\_\_

This affirms that \_\_\_\_\_ will serve as the engineer in charge of the structural design of the building located at \_\_\_\_\_. The criteria for design must be the \_\_\_\_\_ edition of the \_\_\_\_\_ building code.

In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspecting critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the Building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type:	Building Height:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

OFFEROR

SIGNATURE

NAME OF SIGNER

Appendix G: Seismic Safety in Leasing



Attachment 2: Seismic Offer Forms

SEISMIC FORM D

OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS

Date: \_\_\_\_\_

I represent that my building is exempt from the requirements of RP 8 because:

- The Building is located in an area of medium seismicity and the Building will have less than 10,000 ABOA SF of space leased to the Federal Government upon commencement of the lease term.
- The Building is located in an area of high to very high seismicity, and it is a one-story building with a steel light frame or wood construction with less than 3,000 ABOA SF of space in the building.

OFFEROR	
SIGNATURE	NAME OF SIGNER





SEISMIC FORM E

CERTIFICATE OF SEISMIC COMPLIANCE  
RETROFITTED BUILDING

**PRE-OCCUPANCY CERTIFICATE:**

Date: \_\_\_\_\_

This affirms that \_\_\_\_\_ served as the engineer in charge of the structural retrofit of the building located at \_\_\_\_\_. The standard for design was the Basic Safety Objective as set forth in ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings.

In accordance with this Standard, we prepared a quality assurance plan, which requires staff to observe, test, and inspect the seismic retrofit work. We have also reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that building was designed and constructed to conform with the requirements of the Standard listed above.

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:
Retrofit Design Standard:	Year of Retrofit Standard:	Year of Retrofit:

**Documentation of this retrofit must be available to GSA.**

On the basis of the above, it is my opinion that subject Building \_\_\_ does, \_\_\_ does not meet the Basic Safety Objective - Performance Level as set forth in ASCE/SEI 41, Seismic Rehabilitation of Existing Buildings.

*Affix Stamp and Sign Here*

Engineer's Name:  
Firm:  
Address:

Telephone:  
License No.:  
State:  
Expiration Date:



SEISMIC FORM F

CERTIFICATE OF SEISMIC COMPLIANCE  
NEW BUILDING

PRE-OCCUPANCY CERTIFICATE:

Date: \_\_\_\_\_

This affirms that \_\_\_\_\_ served as the engineer in charge of the structural design of the building located at \_\_\_\_\_. The criteria for design were the \_\_\_\_\_ edition of the \_\_\_\_\_ code.

In accordance with the requirements, we prepared a quality assurance plan, which requires staff to observe, test, and inspect the structure's critical elements. We have also reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the building was designed and constructed to conform with the requirements of the code listed above.

The building has the following characteristics:

Building Type:	Bldg. Height:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

*Affix stamp and sign here*

Engineer's Name:

Firm:

Address:

Telephone:

License No.:

State:

Expiration Date:

Comments: