

This Lease is made and entered into between \_\_\_\_\_  
(Lessor's Name)

whose principal place of business is \_\_\_\_\_, and whose  
interest in the Property described herein is that of Fee Owner, and The Department of Veterans Affairs (VA, Government),  
upon the terms and conditions set forth herein.

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

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

\_\_\_\_\_  
**Address**

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

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **MONTH DAY, YEAR**  
or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of  
**X Years, X Years Firm**,  
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along  
with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon  
substantial completion and acceptance of the Space by the Government.

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

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
Department of Veterans Affairs (VA)  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

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**1.01 THE PREMISES (OCT 2016)**

The Premises are described as follows:

- A. Office and Related Space: \_\_\_ rentable square feet (RSF), yielding of office and related Space located on the \_\_\_ floor(s) and known as Suite(s) \_\_\_, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit \_\_\_.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as \_\_\_ percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

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

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

**1.03 RENT AND OTHER CONSIDERATION (OCT 2017)**

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

		Firm Term	Firm Term	Firm Term	Firm Term	Firm Term
		Year 1	Year 2	Year 3	Year 4	Year 5
Shell Rent <sup>1</sup>		\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs <sup>2</sup>		\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Improvements <sup>3</sup>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Annual Rent</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		Non-Firm (Soft)Term	Non-Firm (Soft)Term	Non-Firm (Soft)Term	Non-Firm (Soft)Term	Non-Firm (Soft)Term
		Year 6	Year 7	Year 8	Year 9	Year 10
Shell Rent <sup>1</sup>		\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs <sup>2</sup>		\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Improvements <sup>3</sup>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Annual Rent</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$ \_\_\_ per RSF multiplied by the RSF stated under Paragraph 1.01

(Non-Firm Term) \$\_\_\_\_\_ per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation: \$\_\_\_\_\_ per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup>Tenant Improvements of \$\_\_\_\_\_

B. INTENTIONALLY DELETED.

C. INTENTIONALLY DELETED.

D. INTENTIONALLY DELETED

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed \_\_\_\_\_NUSF SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. Notwithstanding anything to the contrary contained in the Lease, once the premises have been accepted by the Government, there shall be no further measurements or adjustments made to such percentage or square footage unless there is an increase or decrease in the amount of space being occupied by the Government under the Lease. In the event of an increase or decrease in the amount of space being occupied by the Government, an SLA shall be the parties which will set forth the new percentage of occupancy and square footage of the premises and any related adjustment in the rent.

F. Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders, based on unit prices negotiated and agreed upon prior to Lease award.

G. INTENTIONALLY DELETED.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

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

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

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

#### **1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016) INTENTIONALLY DELETED**

#### **1.05 TERMINATION RIGHTS (OCT 2016)**

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### **1.06 RENEWAL RIGHTS (OCT 2016)**

A. This Lease has a non-firm term for \_\_\_\_\_ at the rental rates in the above table in **Section 1.03A** during the non-firm term the Government will have termination rights with **90** day written notice to lessor. All other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

#### **1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2018)**

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

<b>DOCUMENT NAME</b>	<b>No. of Pages</b>	<b>Exhibit</b>
Lease No. 36C25019L0022 (Form L100)		
DID's Approved VA Drawings		A
Offerors Technical and Price Proposals, TICS (Build Out)		B
Appendix C.1: Agency Specific Requirements		C
Appendix C.2: Agency Specific Requirements OI&T requirements, low voltage for clinic		D
Appendix C.3: Agency Specific Requirements Janitorial Services		E
Appendix F.1: FSC Level II Security Requirements and Price List		F
GSA Form 3516, Solicitation Provisions		G
GSA Form 3517B, General Clauses		H
GSA Form 1364 Proposal to Lease Space		I
GSA Form 1217, Lessor's Annual Cost Statement, rev 11/2016		J
VA6500.6 Contractor Security IT Handbook - Appendix D		K
DOL Wage Rates		L
Offering Entity Acknowledgement Form		M
Revision(s) to Lease Issued under RLP Amendment Number(s)		N

#### **1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

A. The Lessor has agreed to total TI pricing of \$\_\_\_\_\_ based on the Agency's Requirements and design schematic included in Exhibit \_\_\_\_\_. This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of \_\_\_\_\_ percent per year.

B. The TI Unit Prices listed in Exhibit \_\_\_\_\_ will be used to make the adjustment for variances between TI turnkey pricing based on the Agency's Requirements and the approved design intent drawings. The prices quoted will also be used to order alterations during the first year of the Lease. The prices quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government. Final rent calculations will be reconciled, and the Lease will be amended after acceptance of the Space.

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

#### **1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

Fees are included into the TI pricing

#### **1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$\_\_\_\_\_ per RSF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of \_\_\_\_ percent.

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED**

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)**

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is \_\_\_\_ percent. The Percentage of Occupancy is derived by dividing the total Government Space of \_\_\_\_ RSF by the total Building space of \_\_\_\_ RSF. The tax parcel number is \_\_\_\_\_.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the \_\_\_\_\_.

**1.13 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$\_\_\_\_. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.14 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$\_\_\_\_\_per RSF.

**1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

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

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A. Lease DOES NOT contain hourly overtime/usage HVAC rates.

B. There is NO overtime charge during the weekend/holiday hours

**1.17 ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)**

This Lease provides for normal hours of operation as outlined under Lease Paragraph 6.01, Provision of Services, Access, and Normal Hours. In the event the Government requires the following normal hours of operations: 600 AM to 700 PM, Monday through Friday, with the exception of Federal holidays, the rental rate and the base for operating cost adjustments will be reduced by \$\_\_\_\_ per ABOA SF, adjusted to include any CPI adjustment as outlined under Lease paragraph entitled Operating Costs Adjustment. This reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Lease expires or is terminated.

**1.18 BUILDING IMPROVEMENTS (MAR 2016)**

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

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

**1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED**

**1.20 LESSOR'S DUNS NUMBER (OCT 2017)**

Lessor's Dun & Bradstreet DUNS Number: XXXXXXXXXX.



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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Building. Building(s) situated on the Property in which the Premises are located.
- C. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the RSF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and RSF, divided by the RSF. For example, 11,500 RSF and 10,000 RSF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ RSF}) / 10,000 \text{ RSF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- D. Contract. "Contract" shall mean this Lease.
- E. Contractor. "Contractor" shall mean Lessor.
- F. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- G. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- H. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- I. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- J. Lease Term Commencement Date. The date on which the lease term commences.
- K. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $\text{RSF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .

- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

## **2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

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

## **2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)**

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Supplemental Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO in VA when.
- B. LCO are the only authorized personnel to issue orders. The tenant agency officials are not authorized to deal with the Lessor on any ordering matters.
- C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

## **2.04 WAIVER OF RESTORATION (OCT 2018)**

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

## **2.05 PAYMENT OF BROKER (JUL 2011) INTENTIONALLY DELETED**

## **2.06 CHANGE OF OWNERSHIP (OCT 2018)**

- A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

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

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

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

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, the Transferee must also complete a Foreign Ownership and Financing Representation.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

## **2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)**

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

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

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

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

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

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

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

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

Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

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

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

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

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

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

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

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

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

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

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

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

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

## **2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)**

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per RSF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

## **2.09 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED**

A. Beginning with the second year, on October 1 of the Lease and each year thereafter, the Government shall pay annual 2% increase from established operating cost base rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be a fixed 2% percent. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on October 1.

C. INTENTIONALLY DELETED

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue, as set forth above.

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

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

B. Within **30** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

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

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

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

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

## **2.11 RELOCATION ASSISTANCE ACT (APR 2011)**

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

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

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 LABOR STANDARDS (OCT 2016)

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

52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-5	Construction Wage Rate Requirements - Secondary Site of the Work
52.222-6	Construction Wage Rate Requirements
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination—Debarment
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

### 3.02 WORK PERFORMANCE (JUN 2012)

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

### 3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2017)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [www.sftool.gov/greenprocurement](http://www.sftool.gov/greenprocurement) to determine whether any of these criteria are applicable for a product category.

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

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

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

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

### **3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)**

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

B. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standard to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

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

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

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

### **3.06 WOOD PRODUCTS (OCT 2016)**

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (<https://us.fsc.org/en-us>), or the Sustainable Forestry Initiative (<http://www.sfiprogram.org/>).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at <http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/> OR <https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html>.



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

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

### **3.07 ADHESIVES AND SEALANTS (OCT 2017)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement>, as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### **3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)**

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

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

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

### **3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)**

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

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

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

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

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

### **3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)**

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional, natural lighting and aesthetically pleasing appearance including an attractive front and entrance way.

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

### **3.11 VESTIBULES (APR 2011)**

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

B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the Building at all primary exterior entryways.

### **3.12 MEANS OF EGRESS (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

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

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

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

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

### **3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

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

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

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

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

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

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

### **3.14 FIRE ALARM SYSTEM (SEP 2013)**

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

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

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

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

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

### **3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

#### **A. Energy-related Requirements:**

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

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

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

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

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

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

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

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

### **3.16 ELEVATORS (OCT 2016)**

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

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

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

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

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

### **3.17 BUILDING DIRECTORY (APR 2011)**

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

### **3.18 FLAGPOLE (SEP 2013)**

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

### **3.19 DEMOLITION (JUN 2012)**

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

### **3.20 ACCESSIBILITY (FEB 2007)**

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

### **3.21 CEILINGS (OCT 2017)**

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

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

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

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

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

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

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement>.

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

E. INTENTIONALLY DELETED

### **3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

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

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

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

### **3.23 DOORS: IDENTIFICATION (APR 2011)**

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

### **3.24 WINDOWS (APR 2011)**

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

### **3.25 PARTITIONS: GENERAL (APR 2015)**

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high-performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### **3.26 PARTITIONS: PERMANENT (APR 2015)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### **3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)**

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

### **3.28 WALL FINISHES – SHELL (SEP 2015)**

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### **3.29 PAINTING – SHELL (OCT 2017)**

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs. Including all removal of furniture, equipment and wall furnishing and re-installation.

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

### **3.30 FLOORS AND FLOOR LOAD (APR 2015)**

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

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

### **3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)**

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

### **3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

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

### **3.33 BUILDING SYSTEMS (APR 2011)**

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

### **3.34 ELECTRICAL (JUN 2012)**

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors



shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

### 3.35 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

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

### 3.36 PLUMBING (JUN 2012)

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

### 3.37 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

### 3.38 RESTROOMS (OCT 2016)

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

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

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

C. Each main restroom shall contain the following:

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

### **3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)**

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

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

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

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

### **3.40 JANITOR CLOSETS (SEP 2015)**

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

### **3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)**

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per RSF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

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

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

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

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

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at <https://www.epa.gov/green-book>.

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

H. INTENTIONALLY DELETED

### **3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)**

A. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements. \* SEE SCHEDULE B FOR IT CLOSET REQUIREMENTS.

### **3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)**

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

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

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

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

### **3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)**

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

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

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

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per RSF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ARSF.

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

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

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

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

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

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

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

### **3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)**

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

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

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

Conference rooms: NIC 40

Offices: NIC 35

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

### **3.46 SECURITY FOR NEW CONSTRUCTION (NOV 2005)**

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

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

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

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

### **3.47 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED**

### **3.48 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)**

A. The new Building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems* (current as of the Lease Award Date).

B. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.

C. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The Building is 2 or more stories in height above the level of exit discharge.
2. The total calculated occupant load of the Building is 300 or more occupants.
3. The Building is subject to 100 or more occupants above or below the level of exit discharge.

The emergency voice/alarm communication system shall be designed and installed to meet the requirements of NFPA 72 (current as of the Lease Award Date).

### **3.49 GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED**

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

A. The tenant Space must meet the requirements of Green Globes® SI at the One Green Globes level, at a minimum. The Lessor, at the Lessor's expense, shall obtain certification from the GBI (for Green Globes®) within 9 months of occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the Green Globes® SI Technical Reference Manual (at <http://www.thegbi.org/>). At completion of all documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to the GBI. Acceptable file format is Adobe PDF copied to disk from the Green Globes® online surveys. In addition, the Lessor will provide the Government viewing access to the Green Globes® online surveys as applicable during design and through the term of the Lease.

B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve Green Globes® certification, the Government may assist the Lessor in implementing a corrective action program to achieve Green Globes® certification and deduct its costs (including administrative costs) from the rent.

C. Any Building shell modifications necessary for the Space to meet the requirements of Green Globes® SI certification, shall be noted and incorporated into the construction documents and shall be included as part of the Building shell costs. The Lessor must coordinate TI and shell requirements as necessary to meet the certification.

### 3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

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

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

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

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

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

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

F. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

### **3.52 SYSTEMS COMMISSIONING (APR 2011)**

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

### **3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)**

#### **A. Environmental Due Diligence**

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

#### **B. National Environmental Policy Act**

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

### **3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)**

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor 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 VA *Qualifications Standards for Preservation Architects*. These standards are available at: <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 State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (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. VA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

### **3.55 DESIGN EXCELLENCE – LEASE (OCT 2016) INTENTIONALLY DELETED**



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## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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### 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

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

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

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

C. Government review of CDs: The Government shall have \_\_\_\_ Working Days to review CDs prior to issuing a Notice to Proceed (NTP). At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

D. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

Level 2:

After Lease Award, the Government may request the Lessor to submit Level 2 DIDs which are already priced as part of the shell rent. When requested, Level 2 DIDs must include the following Level 2 elements:

1. Reflected Ceiling Plan;
2. Interior Elevations;
3. Interior Sections;
4. Partition Type/ Section Plan; and
5. Door/Hardware Schedule

E. INTENTIONALLY DELETED.

F. The Government shall issue NTP within \_\_\_\_ Working Days following the submission of the approved TI and BSAC, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

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

#### **4.02 CONSTRUCTION DOCUMENTS (SEP 2012)**

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

#### **4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016) INTENTIONALLY DELETED**

#### **4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)**

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

#### **4.05 GREEN LEASE SUBMITTALS (OCT 2017) INTENTIONALLY DELETED**

#### **4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)**

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

#### **4.07 PROGRESS REPORTS (JUN 2012)**

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

#### **4.08 CONSTRUCTION INSPECTIONS (SEP 2015)**

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

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

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

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

#### **4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 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, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

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

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates 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.

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

#### **4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)**

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

#### **4.12 AS-BUILT DRAWINGS (OCT 2017)**

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

#### **4.13 LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED**

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

**4.14 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED**

**4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)**

- A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:
1. Legal fees
  2. Travel costs
  3. Insurance
  4. Home office overhead and other indirect costs
  5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
  6. Municipal, county, or state fees (not related to sales tax)
  7. TI proposal preparation costs
  8. Lessor's labor costs related to the management of the TI build-out.
- B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:
1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
  2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
  3. Conduct and document design and construction project meetings;
  4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
  5. Maintain Request for Information (RFI), submittal, and change order logs; and
  6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

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### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)

With respect to the following bulleted paragraphs, the Government accepts the tenant improvements in their existing condition. Notwithstanding this acceptance, the requirements under these paragraphs shall pertain to future repair or replacement due to maintenance or alterations performed throughout the term of the Lease.

- DOORS: INTERIOR
- DOORS: HARDWARE
- PARTITIONS; SUBDIVIDING
- HEATING AND AIR CONDITIONING
- ELECTRICAL: DISTRIBUTION
- LIGHTING: INTERIOR AND PARKING - TI

### 5.03 FINISH SELECTIONS (SEP 2015)

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

### 5.04 WINDOW COVERINGS (JUN 2012)

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

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:
  - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy-duty traverse rods. Traverse rods shall draw from the center, right, or left side.
  - b. Construction. Any draperies to be newly installed shall be made as follows:
    - i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
    - ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
    - iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
    - iv. Three-fold pinch pleats;
    - v. Safety stitched intermediate seams;
    - vi. Matched patterns;

- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.
- c. Use of existing draperies must be approved by the Government.

#### **5.05 DOORS: SUITE ENTRY (SEP 2013)**

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

#### **5.06 DOORS: INTERIOR (SEP 2013)**

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

#### **5.07 DOORS: HARDWARE (SEP 2013)**

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

#### **5.08 DOORS: IDENTIFICATION (JUN 2012)**

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

#### **5.09 PARTITIONS: SUBDIVIDING (SEP 2015)**

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

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

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

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

- E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

#### **5.10 WALL FINISHES (JUN 2012)**

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

#### **5.11 PAINTING – TI (OCT 2017)**

- A. Prior to acceptance, all surfaces within the Space which are designated by VA for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.
- C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

#### **5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2017)**

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

1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at [www.sftool.gov/greenprocurement](http://www.sftool.gov/greenprocurement).

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

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

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

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and

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

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

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

### **5.13 HEATING AND AIR CONDITIONING (JUN 2012)**

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

### **5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)**

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

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

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

### **5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

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

### **5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

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

### **5.17 DATA DISTRIBUTION (JUN 2012)**

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

### **5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)**



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

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

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

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

#### **5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

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

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

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

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

#### **5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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

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

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

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

### **6.02 UTILITIES (APR 2011)**

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

### **6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011) INTENTIONALLY DELETED**

### **6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)**

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool <https://www.energystar.gov/>. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

### **6.05 HEATING AND AIR CONDITIONING (OCT 2018)**

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

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

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

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

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

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

G. \_\_\_\_\_ RSF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The temperature of this room shall be maintained at \_\_\_\_\_ degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

#### **6.06 OVERTIME HVAC USAGE (OCT 2018)**

A. There NO charge for heating or cooling outside of the Building's normal hours, such services shall be included in the Lease.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

#### **6.07 JANITORIAL SERVICES (JUN 2012)**

Providing there is a qualified nonprofit agency (NPA) that is able to perform services, Federal Government Entities intending to procure a service listed on the AbilityOne Procurement List are required procure the service from a qualified NPA for the blind or a qualified NPA for other severely disabled in accordance with regulations of the Committee and at the price the Committee establishes if the product or service is available within the period required by the entity.

If the Custodial or Healthcare Environmental Services are to be provided by the lessor as part of the rent, VA must include a requirement in the lease for the offeror to procure those services from the AbilityOne Commission if they are available.

Lessor SHALL attempt to obtain AbilityOne Custodial or Healthcare Environmental Services for this lease at [HTTPS://WWW.ABILITYONE.GOV/](https://www.abilityone.gov/) .

If they are unable to provide the service refer to the AbilityOne Offeror Certification Submittal Requirement, below.

#### **RLP AbilityOne Submittal Requirement (not required if services are available):**

##### **Offeror Certification**

Contacted AbilityOne (date/method/person)

Services for RLP# \_\_\_\_\_ are unavailable.

List Reason if known and Sign and Date

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

A. DESCRIPTION OF SERVICES. Emergencies, unusual and out-of-line situations shall promptly be reported to the contracting officer or his/her designee. Standard cleaning procedures provides the first level of sanitation by routinely cleaning all surfaces which decrease and eliminates the harborage of organisms. Routine and frequent cleaning prevents build-up and accumulation of sites which might enhance micro-organism growth. The frequency of cleaning and cleaning standards will be enhanced by the utilization of disinfectant detergents and sanitizers to continually reduce the level of micro-organisms on all surfaces and to promote and provide the lowest possible infections risk for all patients, employees, and visitors to the Clinic. Standard cleaning procedures is one of the most important aspects of infection control.

B. BASIC CLEANING SERVICES. The contractor shall maintain the facility in a state of physical and biological cleanliness. The facility's appearance must fully meet the sanitary and aesthetic requirements for beneficiary healthcare. This includes but not limited to exam rooms, bathrooms, staff break rooms, kitchenettes, lobby and offices.

C. MAINTAIN FLOORS. All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, and spray buffed, as needed, to ensure they have a uniform, glossy appearance and freedom from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. "Wet Floor" signs shall be posted in all areas having received service in order to avoid mishaps. Easily movable items shall be relocated to maintain floors beneath them and returned to their original position once service has been completed.

D. VACUUM CARPETS AND WALK-OFF MATS. High Efficiency Particulate Air (HEPA) Filter type vacuum cleaners shall be used to thoroughly clean and restore the resilience of, all carpeted areas/walk-off mats. After vacuuming, carpet areas/walk-off mats shall be free of all visible dirt, debris, and other foreign matter. Carpet shall be spot cleaned using carpet manufacturer's approved method to remove spills as needed. All tears and unraveling of carpet shall be brought to the attention of the Contracting Officer Technical Representative (COR) upon discovery.

E. WASTE COLLECTION AND REMOVAL. All refuses, trash and garbage containers shall be emptied and returned to their initial location. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

F. SHARPS CONTAINERS. The VA employees shall remove full SHARPS containers, close the container's tamper resistive access lid and place the container on the floor outside of their door at the close of business. The contractor shall collect all containers that have been set out and place them in a bio-hazardous cardboard box or container. Once the biohazardous cardboard box or container is full, it shall be closed and placed in the metal bio-hazard container at the rear of the building. All wall dispensers where containers have been taken from shall be replaced by the contractor with new containers.

G. EMPTY AND CLEAN PUBLIC ASHTRAYS AND URNS. The Contractor shall empty all public ashtray urns. Clean ashtrays to remove ashes, odor, and stains. Clean all public urns and return to their original locations.

H. 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.

G. CLEAN DRINKING FOUNTAINS, ICE MACHINES AND SINKS. Contractor shall clean and sanitize all surfaces of drinking fountains, ice machines/ sinks to include the orifice, cofferdam and drain. Surfaces shall be free of streaks, smudges, fingerprints, marks film/residue, stains, spots, scale, soil, and other foreign matter once service has been completed. All metal surfaces shall be cleaned and polished and have a uniform appearance. All cofferdams surrounding ice machines shall be cleaned and free of standing water. Paper towel/soap dispensers associated with sinks/kitchens shall be cleaned, sanitized, and restocked.

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

I. GENERAL DUSTING. All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

J. EXAM TABLE CLEANING. Completely clean and disinfect all surfaces of the exam tables using a germicidal detergent. Exam tables shall be left clean and free of foreign matter.

K. BASIC RESTROOMS/ LOCKER ROOM CLEANING SERVICES. The contractor shall accomplish all cleaning tasks to meet the requirements of this SOW.

L. CLEAN AND DISINFECT. Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.

M. DE-SCALE SINKS, TOILET BOWLS AND URINALS. All surfaces of sinks, toilets, urinals, plumbing fixtures, dispensers, stalls, stall doors, entry/exit doors, handles, drains, kick plates, ventilation grates, and all wall surfaces to include grout shall be de-scaled as needed. Surfaces shall be free from streak, stains, scale, soap film, scum, mineral deposits, and rust stains and have a uniform, polished appearance upon completion of service.

N. SWEEP AND MOP FLOOR. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles shall be free of dirt, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean, uniform appearance.

O. RESTOCK RESTROOM SUPPLIES. Contractor shall ensure restrooms are stocked sufficiently so that supplies including soap for the soap dispensers do not run out. Supplies shall be stored in designated areas. No overstocking shall be allowed. If supplies run out prior to the next service date, contractor shall refill within one hour of notification.

P. TRASH REMOVAL. All trash receptacles shall be emptied, cleaned, and returned to their original position once service has been completed. Soiled or torn plastic trash receptacle liners shall be replaced at time of service. Trash shall be disposed of in secured plastic bags and placed in the appropriate outside dumpster/compactor.

Q. GLASS AND MIRROR CLEANING. All glass/mirrors shall be cleaned in such a manner that all trace of film/residue, dirt, dust, smudges/fingerprints, streak, watermark, and other foreign matter are eliminated.

#### **1. PERIODIC CLEANING SERVICES**

A. CLEAN INTERIOR WINDOWS. Clean all interior glass window surfaces quarterly. After surfaces have been cleaned, all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills, and glass.

B. MAIN RESTROOMS DEEP CLEANING. The contractor is to provide labor and equipment to perform overall sanitizing and grout cleaning to all surfaces, sinks, and commodes semi-annually for all public/staff restrooms. Work to include high pressure cleaning to remove buildup on surfaces, treat urinals, commodes, sinks, and floors with anti-bacteria and follow up with fresh water rinse. Water, bacteria, and soil are to be vacuumed away allowing floors to dry quickly. All fixtures are blown dry ensuring that the restrooms are ready for immediate use.

C. STRIP, SCRUB, SEAL, AND WAX FLOORS. Strip, scrub, seal, and wax resilient floors semi-annually or as necessary to maintain a uniform glossy appearance appropriate to the flooring material. A non-skid wax is required. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration. Vinyl no-wax flooring shall be swept, mopped and scrubbed to remove debris only.

D. WALL CLEANING. Wall cleaning to remove routine spills, stains, splatters, marks, etc. shall be provided by the contractor as a part of routine space cleaning under the fixed-price portion of the contract. However, when the entire wall surface of a space must be cleaned due to potential infectious or other health hazardous conditions, the work will be ordered under the indefinite quantity portion of the contract. Walls shall be thoroughly and completely cleaned and sanitized with an approved solution to eliminate the hazardous conditions.

E. LIGHT FIXTURE CLEANING. Light fixtures shall be cleaned, when ordered by the Government, to achieve a "free of soil" state. The light cover shall be removed, and the light fixtures shall be cleaned of debris inside and out.

F. CLEAN/SHAMPOO CARPET. All carpets shall be cleaned in accordance with standard commercial practices. 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, trash receptacles, and other items shall be moved to clean carpets underneath and returned to their original location.

## **2. SPECIAL REQUIREMENTS**

A. EQUIPMENT OPERATION. All housekeepers shall adhere to the manufacturers or established operating procedures when operating battery-powered or electrical floor machines, wet/dry vacuums, scrubbers, etc. All equipment will be cleaned as specified by the manufacturer to ensure operation safety and to eliminate the spread of micro bacteria, nosocomial infection, etc. Battery and electrical equipment will be properly maintained, stored, and charged after each use, if necessary.

B. EQUIPMENT CLEANING. Wheelchairs, stretchers, and Hoyer lifts in storage for patient escort use shall all be cleaned with a germicidal once a week or as needed.

C. EMERGENCY OR SPECIAL EVENT CLEANING SERVICES. Upon notification, the contractor shall perform emergency or special event cleaning required in any area or room covered under this contract. An example of an emergency includes but is not limited to carpet cleaning and extraction after floods. An example of a special event includes but is not limited to weekend open houses or high-profile visits. The contracting officer shall order cleaning services through issuance of a delivery order for the appropriate and required work task(s). Contractor shall begin emergency work, as determined by the contracting officer, within one hour of notification, which may be verbal. The contracting officer or designated representative will notify the contractor as soon as a special event requirement is known, but not less than 24 hours prior to the event. Completion schedule shall be determined for each delivery order.

D. EXTERIOR WINDOW CLEANING. Exterior windows shall be cleaned semi-annually, to achieve a "free of soil" state. This includes cleaning of the frame, the areas immediately adjacent to the frame, ledges, and removing, cleaning, and replacing window screens. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the exterior glass and shall be counted as three separate surfaces for reimbursement purposes.

E. CURTAIN, DRAPE, AND BLIND CLEANING. Window and wall drapes, and blinds shall be removed and cleaned inside and out, quarterly, to achieve a "free of soil" state. Privacy curtains in examination rooms shall be replaced quarterly.

(a) Removal and Cleaning. Window and wall drapes, and blinds shall be removed quarterly on a VA approved cleaning schedule. Drapes and curtains shall be delivered to the Environmental Management Services Linen Manager for cleaning. Blinds shall be cleaned by the Contractor.

(b) Rehang. Drapes shall be rehung on the same window or wall from which they were removed within two working days after they are returned to the Contractor by the Environmental Management Services Linen Manager. Blinds shall be cleaned and rehung within two working days of their removal. Privacy curtains will be rehung the same day as removed with a clean curtain provided by the VA.

F. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the VA Environmental Management Integrated Pest Management Technique Guide (E402-1001). The Lessor shall be responsible for keeping the entire building free from vermin. Lessor shall provide periodic pest and rodent control service to the Common Areas and other areas specified by the VA. The Lessor shall be responsible for eliminating Infestation by Bed Bugs and controlling the presence of Bed Bugs and shall promptly cause any corrective or extermination work recommended by professional exterminators.

## **3. PERSONNEL MANAGEMENT**

A. EMPLOYEE ROSTER. The Contractor shall establish a roster of Contractor employees within 30 calendar days after the start of this contract. The roster shall list the name and job title of each Contractor employee. The Contractor shall provide a copy of the personnel roster and changes thereto to the COR.

B. EMPLOYEE DISCIPLINE. The Contractor shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely upon the Government.

C. EMPLOYEE SCHEDULES. The Contractor shall prepare and maintain employee schedules for all Contractor employees to ensure that VA internal security is maintained (i.e., determine if personnel are scheduled to work). A copy of each schedule shall be furnished to the COR for review one week prior to the beginning of the period covered by the schedule. Changes to employee schedules shall be provided to the COR as they occur.

D. COMMUNICATION. All Contractor employees, must be able to read, write, speak, and understand the English language to ensure the effective administration of this contract and accurate ordering of work.

E. STANDARDS OF CONDUCT. While on duty and executing the specifications of this contract, Contractor employees are prohibited from using and/or possessing alcohol, non-prescription drugs, and firearms. Non-compliance with this requirement, confirmed by the COR, shall be grounds for immediate removal of the Contractor employee from the VA and barring the individual from performing further work under this contract. All contractor employees will be required to provide customer service consistent with that of the VA's mission.

F. TRAINING. The Contractor shall develop an employee-training plan and be responsible for the cost and provision of initial and developmental training programs for Contractor employees. The Contractor shall maintain and update the plan throughout the life of this contract and shall submit the plan to the COR for review when requested.

G. INITIAL INTENSIVE TRAINING. All employees shall receive initial, intensive training in health care facility housekeeping. Employees, who have never received initial intensive training in health care facility housekeeping, including infection control, shall not be assigned to work until this training requirement is completed. Training shall include, at a minimum, the following topics:

- a. Familiarization with all written Contractor technical and quality control procedures and instructions
- b. Basic bacteriological concepts, including how disease is caused, transmitted, and prevented, reduced, or contained through proper housekeeping methods
- c. Infection control & blood borne pathogen standards relating to duty functions to all requirements of this contract. (OSHA, JCAHO, etc.)
- d. Proper use and handling of germicidal detergents, supplies, and equipment Care and maintenance of Contractor- and Government-furnished property
- e. Procedures for replenishing cleaning supplies and obtaining equipment repairs
- f. Familiarization with the Government's fire prevention, safety, and security procedures
- g. Familiarization with applicable VA regulations and policies, including fire prevention, safety, and current disaster plans
- h. Role of housekeeping in the health care facility and its effect on the health and wellbeing of patients
- i. Employee developmental topics (i.e., communications and individual and group behavior)
- j. Employee personal hygiene
- k. Adherence to all Contractor work schedules and how completed scheduled work assignments shall be documented to support the Contractor's Quality Control Program
- l. Contractor employees shall be provided sexual harassment training and be provided the required knowledge of the VHA Privacy Policies resulting from the
- m. Health Information Portability and Accountability Act (HIPAA) within the first 30 days and annually thereafter.
- n. Training Records. Records of all employee training, including attendance rosters, shall be maintained by the Contractor and shall be furnished upon request to the CO or COR for review.

#### 4. **UNIFORMS**

A. TYPE OF UNIFORM. All employees shall wear Contractor provided standard uniforms, including pants, shirts, skirts, blouses, and/or dresses, which are clearly distinguishable from other VA uniforms currently in use. The uniforms shall be worn as designed by the uniform manufacturer. Sandals or other open toed shoes shall not be worn.

B. IDENTIFICATION BADGES. All personnel shall display identification badges, except for protective clothing, which shall include the employee's full name and Contractor's full name.

C. PROTECTIVE CLOTHING. When required the Contractor personnel shall wear special protective clothing and shoe covers while working in designated areas. They shall be used as specified and then destroyed, as directed by the COR.

D. PERSONAL HYGIENE. Contractor personnel shall be clean and wear a clean uniform at all times when in patient care and public areas. Fingernails shall be clean and free of dirt, and hair shall be neatly trimmed and combed.

## **5. HEALTH REQUIREMENTS**

A. INFECTION CONTROL. The contractor shall comply with Standard Precautions as defined by the Centers for Disease Control and Prevention in the performance of this contract. The contractor must have orientation on all applicable policies and procedures specified by the Veterans Affairs Saginaw Health Care System that deal with infection control. The Contractor must have documented proof of training in infection control. A copy of the documented proof will be made available to the CO or COR upon request. The infection control training and associated cost is the responsibility of the Contractor. The Contractor employees and subcontractors must follow approved policies regarding infection surveillance, prevention, and control.

B. PHYSICAL EXAMINATIONS. The Contractor shall employ personnel who are medically fit to complete the janitorial duties required of the position. Personnel must receive medical clearance prior to starting work at the VA. The Contractor shall be responsible for the cost and completion of initial and subsequent annual physical examinations for Contractor employees.

C. REPORTING REQUIREMENTS. The Contractor shall report to the COR all-occupational health and preventive medicine information required by the Government and for complying with current JCAHO health records documentation requirements.

D. EATING AND SMOKING. Eating or smoking by Contractor personnel is permitted only in designated areas.

## **6. GOVERNMENT FURNISHED PROPERTY, SERVICES, UTILITIES, SUPPLIES, AND PHYSICAL SECURITY**

### **A. Conservation of Utilities**

- a. Contractor employees will adhere to utility conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities as follow:
  - 1) Light shall be used only in areas when and where work is actually performed
  - 2) No adjustment of mechanical equipment controls for heating, ventilation air conditioning system shall be made.
  - 3) Water faucets or valves shall be turned off after required usage.
  - 4) Problem/Abnormalities shall be brought to the attention of the COR as soon as possible.

B. SUPPLIES, MATERIALS, AND EQUIPMENT: The government will provide the following materials and equipment to be used by the Contractor only in performing the services required by this contract:

- a. Hand sanitizer for distribution throughout the clinic.
- b. Needle Boxes for changing out full containers.
- c. Keys for areas to receive housekeeping services;

C. PHYSICAL SECURITY: All government facilities, equipment, and materials shall be safeguarded by the contractor. At the end of each work period, government facilities, equipment, and materials shall be secured. The contractor shall provide protection to government facilities, equipment, and materials to prevent damage during the period of time the property is under control of, or in the possession of, the contractor. The contractor shall record all available facts related to each instance of damage to government facilities, equipment, or materials and report it to the CO or the COR within 24 hours of occurrence. The contractor shall be responsible for any damage caused by contract personnel to government facilities, equipment, or materials and shall repair, clean, replace, or restore damaged items to the condition existing immediately prior to the item being damaged, as directed by the CO. Contractor employees shall not allow anyone use of any key in their possession. They shall not open locked rooms or areas to permit entrance by persons other than



Contractor employees performing assigned duties. All rooms/areas unlocked for cleaning shall not be left unattended during the cleaning process and shall be locked by Contractor personnel after completion of cleaning duties.

D. CONTRACTOR FURNISHED ITEMS. The Contractor shall furnish and maintain all equipment and supplies, other than those specified as Government furnished in clause 3 of this Section, necessary to perform all services required in this contract.

E. SPECIFICATIONS. Contractor supplies, and equipment shall meet the specifications listed below, and shall comply with the occupational safety and health standards (OSHA) and fire regulations.

F. APPROVAL OF SUPPLIES AND EQUIPMENT. All Contractor proposed supplies and equipment must conform to applicable technical provisions and specifications contained herein. Materials shall comply with Government fire and safety regulations. No materials bearing an Interstate Commerce Commission (ICC) red label shall be used. Proposed supplies and equipment for which specifications are not provided herein must be of the highest commercial quality and must be of a suitable type or grade for the required housekeeping task. This list shall be a part of the Contractor's instructions and procedures manual. Any new item of material, supplies, or equipment shall be submitted to the CO or COR for review prior to use in the VA.

G. PRODUCT SAMPLES. The Contractor may be required to submit product samples to the Government for evaluation, at no additional cost to the Government. Each product sample shall contain at least one pint, if a liquid product, or one pound, if a dry product, to ensure sufficient quantities for laboratory testing.

H ABRASIVES. Steel wool, abrasive metal cleaners, or any other cleaning supplies or equipment, which could cause damage to Government property, shall not be used.

## **7. EQUIPMENT STANDARDS**

A. HANDLING OF SUPPLIES AND EQUIPMENT. Specific routine infection control requirements are as follows: All containers of cleaning chemicals and similar products shall be marked with a factory label, to identify contents, and all other labels shall be removed or defaced. Materials bearing Department of Transportation red labels shall not be used. Contractor furnished supplies and equipment not in immediate use shall be stored in designated storage areas provided by the Government. Towels, mops, brushes, and other supplies, which contain an oil residue and are subject to spontaneous combustion, shall be disposed of or stored outside of the VA in tightly covered metal containers. Storage shall be in accordance with applicable Federal, state, and local regulations. Cleaning supplies that are subject to combustion may be temporarily stored and transported in tight fitting metal containers while in use inside of the VA.

1. Supplies. (e.g., toilet paper, paper towels, hand soaps, and detergents) shall be transported in carts designed for supply movement (e.g., housekeeping carts), not in trash barrels, nor mop buckets. All materials not immediately in use shall be properly stored in designated storage spaces provided by the Government. The following supplies shall be furnished by the contractor to fit existing infrastructure:

- a. Emotions paper towel
- b. Toilet paper
- c. Toilet seat covers
- d. Clear plastic trash can liners (large 40x48 and small 24x36)

2. Material Safety Data Sheets (MSDS). The contractor will be required to furnish the VA with MSDS sheets for all chemicals that are used in the clinic. This list will be kept current at all times. This information is required by the VA for emergency treatment in the event of ingestion of and/or contact with the material by humans and is required by OSHA regulations. Contractor must always maintain a binder of all MSDS sheets on site for use and inspection.

B. SANITATION. All original and replacement equipment introduced into the VA shall be in proper working order, as specified by the equipment manufacturer, and shall be cleaned with a disinfectant detergent free of soil prior to introduction into the VA. All equipment removed from a designated use area shall be cleaned with a disinfectant detergent prior to its removal from and reintroduction into the area. Equipment must be kept clean and in good working order throughout the term of the contract.

C. ELECTRICAL EQUIPMENT. All electrically operated equipment shall be equipped with hospital quiet-type motors, be third-wire grounded, and be equipped with an appropriate length of Underwriters Laboratories (UL) approved three conductor cords. The cord shall be permanently attached to the machine. The Contractor's equipment shall be compatible with existing sources of Government furnished electrical power.

D. SAFETY AND INSPECTIONS. The Contractor's equipment shall be in good repair and shall comply with all Government safety standards and all JCAHO standards for no clinical electrical equipment. Any equipment, which the COR considers in disrepair or unsafe shall be removed from the VA and replaced with equivalent equipment that is in good repair and meets the specifications contained herein.

E. BUMPER GUARDS. All wheeled and movable equipment shall be equipped with protective, non-marking wheels and rubber bumpers or guards around the entire perimeter, except for fiberglass trash receptacles. No part of the equipment, except handles, shall protrude beyond the rubber bumpers. Bumpers and guards shall be maintained in good repair at all times. Equipment with improper bumpers or guards shall be removed from service immediately and shall not be used until repaired. Any repairs to Government property required as a result of improperly protected equipment shall be made at the Contractor's expense.

F. DISINFECTANT AND DETERGENT. Disinfectant and detergents used shall be currently registered with the Environmental Protection Agency (EPA) as a pseudomonicidal, fungicidal, and viricidal at the manufacturer's recommended use dilution, even in hard water of 400 PPM (CaCO<sub>3</sub>) and shall be UL approved. The detergent shall be a quaternary ammonium germicidal detergent, Hypochlorite, ethyl or Isopropyl alcohol, or phenolic germicidal detergent.

G. CLOTHS, IMPREGNATED DUSTING AND SWEEPING. Dusting and sweeping cloths shall be tubular cotton with 18 percent to 22 percent by weight and shall be non-oil impregnated. The impregnation compound shall meet UL specifications and requirements relative to safety from combustibility, shall have an affinity for dust, and shall be registered with the EPA.

H. BOWL CLEANER LIQUID-TYPE, TRIPLE ACTION. The bowl cleaner shall clean, deodorize, disinfect, not be noxious or cause irritating fumes in use as determined by the Food and Drug Administration, of S Typhosa, and be suitable for use in toilet bowls and urinals only. It shall be fully inhibited to protect pipes and metal against corrosion. Products requiring a "Poison" label, as defined in CFR, Title 49, shall not be permitted.

I. FLOOR POLISHERS. Floor polishers shall have a non-porous scrubbing surface to inhibit bacterial growth. Rotary floor polishing, buffing, and scrubbing machines shall be equipped with new brush or pad drive assemblies made of non-porous materials when introduced into the VA.

1. MOP HEADS. Non-disposable mop heads shall be neutral-colored rayon or cotton yarn. Disposable mop heads shall be made of non-woven fabric, a lint-less fabric consisting of textile fibers, or a combination of fibers and yarn, and shall be clear or neutral in color. Both disposable and non-disposable mop heads shall be changed every 2 –3 rooms or when they become saturated with dirt or dust, whichever comes first. Oil-based treatments are not allowed. Chemical treatments shall not have a "flash point" of less than 330°F and shall be free of saponifiable matter. Chemical treatments shall not heat spontaneously under service conditions. Total treatment residue in mop heads shall not exceed 28 percent by weight and shall contain no carbon residue.

2. MOP BUCKETS. Mop buckets may be either single or double compartmented and shall be constructed of a non-porous, acid resistant, seamless material.

J. VACUUM CLEANERS. All vacuum equipment shall have a hospital use, micro-static, impaction-type filtration system, which filters out dust and bacteria particles larger than 0.3 microns. New micro-static impaction filters and disposable paper filter bags shall be installed in micro-static vacuums no less that every 30 calendar days and more frequently, as determined by use conditions or by the COR. The angle of exhaust system shall be at least 15° above the horizontal. Dry vacuum cleaners shall be commercial type,  $\frac{2}{3}$ -cubic foot capacity, or  $\frac{1}{2}$  bushel, with micro-static, impaction-type exhaust air filter. Upright vacuums shall be heavy duty and have a motor-driven beater brush. Backpack vacuum units, used in stairwells, and wet-vacuums, used as components of combination scrubbers, are exempt from the above requirements.

1. **CARPET SHAMPOOER/SOIL EXTRACTOR.** Shampooers/extractors shall be a commercial type, upright design, with agitator brush and motor, storage tank, compressor, dispenser, and shall have positive action vacuum.

2. **COMBINATION SCRUBBER-VACUUM MACHINES.** Combination scrubber-vacuum machines shall be battery powered, motorized units designed for use in large public areas.

3. **SHAMPOO CARPET, WET.** Shampoo shall incorporate a current EPA registered sanitizer and a soil retardant. The pH of the wet shampoo shall be between 9 and 10.5 for use on synthetic fibers and shall be no higher than nine for use on natural fibers. Phenolic-based disinfectants shall not be used as a carpet shampoo. The dilution rate used shall be that recommended by the manufacturer.

K. **WALL WASHING MACHINES.** Wall washing machines shall have a minimum capacity of four gallons with double tanks and a pump type pressure sprayer for use in wall washing with a disinfectant detergent solution. Methods must be approved prior to use by COR.

L. **TOOL HANDLES.** All mops, brooms, and sweeping tools, which are equipped with handles of over 48 inches in length, shall be capped with non-marking rubber, vinyl, or plastic tips to prevent the marking or scarring of walls or other surfaces in the VA.

M. **HOUSEKEEPER'S CARTS.** Housekeeping carts shall have a low platform for mop buckets, mop wringer, and other gear, with locking compartments for tools and cleaning supplies, trash collection device and lockable. Mops shall fit on the cart so that mop heads do not protrude above the top of the cart. Carts shall fit in assigned storage closets.

N. **TRASH COLLECTION CONTAINERS.** Collection containers shall be rigid with a smooth interior finish and shall be equipped with a snug fitting cover and hard rubber, non-marking, silent-running casters. All trash containers shall meet Government fire regulations. Trash carts shall be of such size that they do not block passageways or prevent building evacuation.

1. **Liners for Trash Receptacles.** Contractor shall furnish acceptable liners for contractor owned non-hazardous medical waste trash receptacles throughout facility.

O. **SIGNS.** All signs shall contain easily understood directions and guidance in English.

P. **WORK HOURS.** The services covered by this LEASE shall be furnished by the LESSOR as defined herein. The LESSOR will be required to furnish such services five (5) days a week excluding weekends and federal holidays. CBOC's daily normal hours of operation are from 6:00a.m. to 6:00p.m. Shift hours may change based on the needs of the facility. The Contracting Officer or designee reserves the right to change/adjust/establish any hours of performance. The work hours are described below:

1. **Hours:** CBOC - Monday thru Friday (except federal holidays) one shift - 5:00p.m. to 9:00p.m.

2. **Federal Holidays:** The ten holidays observed by the Federal Government, i.e., New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day and any other day specifically declared by the President of the United States to be a federal holiday.

3. **Non-Work Hours.** Except in case of emergency, special events and jobs with the scope of work, the CBOC's will be closed on all Saturdays and Sundays, federal holidays and Monday through Friday from 6:00p.m. until 6:00a.m. the following workday.

## 8. SERVICE DELIVERY 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.

Performance Objective	Performance Threshold
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<p><u>Basic Cleaning Services.</u> Floors, baseboards, corners, and wall edges are free of dirt, dust, and debris. Trash is empty. Plastic liners are replaced. Trash containers are free of odors and visible dirt. Trash is emptied into outdoor trash collection container. Glass and mirrors have no traces of film, dirt, smudges, or water. Drinking fountains are disinfected and free of streaks, stains, spots, smudges, scale, and other deposits. Stairwells are free of dirt, debris, litter, and other foreign matter. Dust is not visible. Exam tables are completely clean and free of foreign matter.</p>	<p>Not to exceed 5 customer complaints per month.</p>
<p><u>Basic Restroom/Locker Rooms Cleaning Services.</u> Restrooms and locker rooms are disinfected and free of dirt, deposits, streaks, and odors. Showers are disinfected and free of soap film, scum, and other deposits. Toilets and urinals are disinfected and free of scale, stains, scum, and other deposits. Floors are free of litter, dirt, dust, and debris. Supplies are adequate until next service.</p>	<p>Not to exceed 5 customer complaints per month.</p>
<p><u>Periodic Cleaning Services.</u> Floors have a glossy uniform appearance free of scuffmarks, heel marks, wax build-up, and other stains and discoloration. Windows are free of film, dirt, smudges, water, and other foreign matter.</p>	<p>Not to exceed 5 customer complaints for the reporting period.</p>

A. SURVEILLANCE. The COR will receive any complaints and verify from hospital personnel and pass them to the contractor for correction.

B. STANDARD. Not to exceed 5 customer complaints for the month or reporting period. The COR shall notify the contracting officer for appropriate action in accordance with applicable terms of the lease, if any of the above service areas exceed five customer complaints

C. PROCEDURES. Any patient, employee, or visitor that observes unacceptable services, either incomplete or not performed, for any of the above performance objectives should immediately contact the clinic manager; the clinic manager shall contact COR who will complete appropriate documentation to record the complaint. The COR shall document and verify all customer complaints complaint. The COR shall notify the Lessor of the complaint. The contractor will be expected to resolve the complaint during the next work shift. If the contractor staff and Lessor will work will COR disagrees with the complaint, he/she will notify the COR. The COR will investigate to determine the validity of the complaint. If the COR determines the complaint as invalid, he will document the written complaint of the findings and notify clinic manager. The COR will retain the annotated copy of the written complaint for his/her files. If after the investigation, the COR determines the complaint as valid, the COR will inform the contract and the contractor will be expected to correct the defect within one hour. A defect will not be recorded if proper and timely correction of the unacceptable condition(s) is accomplished. Recurring customer complaints are not permitted for any of the above service items. If a repeat customer complaint is received indicating the same deficiency during the service period (month, quarter, etc.), the COR should contact the Contracting Officer for appropriate action. The COR will verify the issue is resolved.

## 9. CUSTODIAL TASK FREQUENCY SCHEDULE

A. Daily:

1. Exam Rooms/Lab - Dust desks, chairs, file cabinets and furniture. Empty all waste,
2. Replace all liners. Wipe exam rooms foot rests. Mop floors.
3. Reception area - trash, dust chairs and counters, clean floors.
4. Lobbies - vacuum floors, dust chairs and disinfect arms. Clean, disinfect and polish water fountain, clean front doors glass, frame and thresholds. Spot clean walls and magazine racks.
5. Restrooms - sanitization cleaning of lavatories, all fixtures, floors, toilet seat & bowl (inside and out), mirrors, soap dispensers, trash cans. Refill all dispensers. Wipe underside of sinks and pipes, faucets, paper towel holders, walls, doorknobs, ledges and light switches. Hospital grade germicide will be used on sinks and toilets. All restroom floors shall be damp mopped with hospital grade germicide solution; changed after each restroom.
6. All other areas - replace trash liners daily. Spot clean all doors, door frames, and areas around light switches.
7. Floors - shall be dust mopped and wet mopped with disinfectant/detergent as stated in specifications.

8. Break room - shall be dust mopped and wet mopped. All counters sink and tables to be cleaned using disinfectant/detergent.

B. Weekly:

1. Buff floors
2. Dust and vacuum Offices and Conference Rooms.
3. All medical waste receptacles wiped down.
4. Thoroughly clean soiled walls, carpets and chairs.
5. Damp wiping of handrails and door frames
6. All air vents shall be dusted.
7. All window ledges and blinds shall be cleaned and dusted.

C. Monthly:

1. Clean/Sanitize wheelchairs, stretchers and patient lifts
2. Windows - inside and out, window sills, window blinds.
3. Clean/Sanitize break room appliances: Refrigerator, microwave and Ice Machine

D. Quarterly:

1. Clean window and privacy curtains.
2. All light fixtures shall be wiped down.

E. Semi-Annual:

1. Carpet care (shampooing). No dust building-up in corners, edges or under or behind furniture. (Spots /stains are to be promptly removed)
2. Hard-surface floor care deep-cleaned (spots/stains to be promptly removed)

1. CONTRACTOR FURNISHED SUPPLIES

Disinfectant  
Glass Cleaner

2. VA FURNISHED SUPPLIES

Provon Foaming Hand Soap  
Purell Hand Sanitizer

**6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)**

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified Bio Preferred.

**6.09 SELECTION OF PAPER PRODUCTS (APR 2015)**

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

**6.10 SNOW REMOVAL (APR 2011)**

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

## 6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

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

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

## 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

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

1. Lessor shall repaint common areas at least every 3 (three) years.
2. Lessor shall perform cyclical repainting of the Space every 5 (five) years of occupancy. This cost, including the moving and returning of furnishings on floor and wall, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

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

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

## 6.13 ASBESTOS ABATEMENT (APR 2011)

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

#### **6.14 ONSITE LESSOR MANAGEMENT (APR 2011)**

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

#### **6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12](#) (HSPD-12), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with VA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with VA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by VA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a VA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all VA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a VA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

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

#### **6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)**

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

#### **6.17 LANDSCAPING (OCT 2016)**

A. Landscape management practices shall prevent pollution by:

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

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

C. INTENTIONALLY DELETED

#### **6.18 LANDSCAPE MAINTENANCE (APR 2011)**

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

#### **6.19 RECYCLING (JUN 2012)**

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

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

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

#### **6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

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



## **6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)**

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

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

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

### **C. DISSEMINATION OF SBU BUILDING INFORMATION:**

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the VA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

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

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

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

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88\\_REV1.PDF](HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88\_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO and the VA Incident Response Team Center. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

## **6.22 INDOOR AIR QUALITY (OCT 2016)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the VA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm<sup>2</sup>; mold (see paragraph entitled "Mold"); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

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

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

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

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

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

#### **6.23 RADON IN AIR (OCT 2016) INTENTIONALLY DELETED**

#### **6.24 RADON IN WATER (JUN 2012) INTENTIONALLY DELETED**

#### **6.25 HAZARDOUS MATERIALS (SEP 2013)**

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

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

#### **6.26 MOLD (OCT 2018)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation

practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

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

#### **6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)**

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

#### **6.28 FLAG DISPLAY (OCT 2016)**

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor will illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

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## SECTION 7     ADDITIONAL TERMS AND CONDITIONS

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### 7.01     SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level II and attached to this Lease. The Lessor also agrees to the PII Training.

### 7.02     MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

Section 1.06	Section 3.10
Section 1.07	Section 3.44
Section 1.09	Section 4.01
Section 1.12	Section 4.02
Section 1.14	Section 4.05
Section 2.01	Section 4.12
Section 2.02	Section 4.13
Section 2.03	Section 4.14
Section 2.04	Section 6.05
Section 2.09	Section 6.07
Section 3.09	Section 6.12

### 7.03     ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)

The following clause is added to GSA Form 3517B, General Clauses:

#### **No Federally Elected Officials to Benefit**

- A. No person holding a Federally-elected office may directly or indirectly, regardless of whether such person took office before or after execution of the Lease, participate in or benefit from the Lease or any part thereof.
- B. The foregoing prohibition shall not apply if the Lease is entered into with a publicly-held corporation or publicly-held entity for the general benefit of such corporation or entity.
- C. Any violation of this clause shall render the Lease void, and the Government shall have no obligation to the Lessor in consequence thereof following the date the Lease is deemed void.
- D. In the event the Lease is voided pursuant to this clause, the Lessor shall be and remain liable to the Government for any and all costs associated with relocating and housing Government occupants from the leased premises to replacement premises. Such costs shall include, but not be limited to:
1. moving and other physical relocation costs,
  2. furniture, fixtures and equipment costs related to occupancy of replacement premises,
  3. replication of tenant build-out costs at replacement premises,
  4. excess rental costs at replacement premises for the remainder of the firm term of the terminated Lease, and
  5. all other direct and consequential damages and costs associated with the Government relocating occupants from the leased premises to replacement premises, whether Federally-owned or leased.
- E. Nothing in this clause shall be deemed or interpreted to waive, modify, alter or limit any provision of existing law, including 41 U.S.C. § 6306 and 18 U.S.C. §§ 431-433.
- F. Lessor's obligation to be and remain liable for the costs and damages specified in this clause shall survive any voiding of the Lease pursuant to this clause or any provision of existing law.