

LEASE NO. 36C24W22L0060

Santa Barbara OPC

A. This Lease is made and entered into between

County Of Santa Barbara

(Lessor), whose principal place of business is 260 N San Antonio Rd, Santa Barbara, CA 93110, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Department of Veterans Affairs), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. 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

4440 Calle Real, Santa Barbara, CA 93110

and more fully described in Section 1 and (ASR) Exhibit **B**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **October 1, 2025** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

59 Months, 12 Months 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:

Name: Laura Capps
Title: Chair, Board of Supervisor
Entity: County of Santa Barbara
Date: _____

WITNESSED FOR THE LESSOR BY:

Name: Shelia De La Guerra
Title: Deputy Clerk
Date: _____

APPROVED AS TO CONTENT LESSOR GENERAL SERVICES

Kirk Lagerquist, Director

FOR THE GOVERNMENT:

Name: _____
Title: Lease Contracting Officer
Entity: VHA, Regional Procurement Office-West
Date: _____

APPROVED AS TO FORM LESSOR COUNTY COUNSEL

Tyler Sprague, Deputy County Counsel

APPROVED AS TO FORM LESSOR ACCOUNTING

C. Edwin Price, Jr., Deputy Auditor Controller

APPROVED AS TO FORM LESSOR RISK MANAGEMENT

Greg Milligan, Risk Manager

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

- A. Office and Related Space. **6,700** rentable square feet (RSF), yielding **4,963** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1** floor(s) and known as Suite(s) **Veterans Administration**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.
- B. Common Area Factor. The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **35** 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.
- C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached 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. **10** parking spaces as depicted on the plan attached hereto as Exhibit **J**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **10** 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 2023)

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

TERM	Rate per RSF	Annual	Monthly
October 1, 2025 – September 30, 2026	\$49.5947	\$332,285.00	\$27,690.42
October 1, 2026 – September 30, 2027	\$51.0828	\$342,255.00	\$28,521.25
October 1, 2027 – September 30, 2028	\$52.6156	\$352,525.00	\$29,377.08
October 1, 2028 – September 30, 2029	\$54.1940	\$363,100.00	\$30,258.33
October 1, 2029 – August 31, 2030	\$55.8201	\$373,995.00	\$31,166.25

Rent schedule reflects 3% annual increase. Rent is Modified Gross (Includes property tax, insurance, utilities, operating costs) net Janitorial.

- B. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside).
- C. INTENTIONALLY DELETED
- ~~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.~~
- ~~E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~
- F. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

- G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.
- H. 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, subcontractor 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. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **Janitorial**), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of Janitorial directly to the janitorial provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.
- ~~I. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the tenant improvement and/or BSAC rent for the period starting from the Lease Term Commencement Date to the date of tenant improvements/BSAC acceptance by the Government (such rent payment will not include any additional interest). Alternatively, the Government may elect to re-amortize the tenant improvements/BSAC over the remaining Firm Term of the Lease, at the amortization rate stipulated in the Lease. In the event the Government does not use all the TIA or BSAC, then the rental payments will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).~~

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)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2023)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
AGENCY REQUIREMENTS	8	B
SECURITY REQUIREMENTS FSLII	11	C
GSA FORM 3516 SOLICITATION PROVISIONS	7	D
GSA FORM 3517 GENERAL CLAUSES	11	E
GSA FORM 1364 PROPOSAL TO LEASE SPACE	5	F
GSA FORM 1217 LESSORS ANNUAL COST STATEMENT	4	G
GSA FORM 12000 PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION	13	H
SECURITY UNIT PRICE LIST (FSL II)	3	I
PARKING PLAN	G1	J
GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS	10	K
FAR 52.204-24 REPRESENTATION DIGITAL	5	L
INFECTION CONTROL RISK ASSESSMENT GUIDELINES	11	M
ADA CERTIFICATION	2	N

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)~~ INTENTIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT AND BSAC FEE SCHEDULE (OCT 2024)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

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

1.12 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2024)~~ INTENTIONALLY DELETED

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 ~~OPERATING COST BASE (OCT 2016)~~ INTENTIONALLY DELETED

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 \$0.00 per ABOA SF of Space vacated by the Government.

1.16 ~~HOURLY OVERTIME HVAC RATES (OCT 2016)~~ INTENTIONALLY DELETED

1.17 ~~PERIODIC LEASE ABOVE STANDARD SERVICES (LASS) RATES — OTHER THAN HVAC (OCT 2024)~~ INTENTIONALLY DELETED

1.18 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: 8:00 AM to 4:30 PM, Monday through Friday, with the exception of Federal holidays], the rental rate and the base for operating cost adjustments will be reduced by \$0.00 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.

1.19 BUILDING IMPROVEMENTS (OCT 2023)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements, as part of shell rent:

- A. _____
- B. _____
- C. _____

1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier (UEI)

UEI: Z4A8L588L9G5

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

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. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - a. Acts of God or of the public enemy,
 - b. Acts of the United States of America in either its sovereign or contractual capacity,
 - c. Acts of another contractor in the performance of a contract with the Government,
 - d. Fires,
 - e. Floods,
 - f. Epidemics,
 - g. Quarantine restrictions,
 - h. Strikes,
 - i. Freight embargoes,
 - j. Unusually severe weather, or
 - k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or 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 (e.g., parking areas).
4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.
5. "Building" means building(s) situated on the property in which the premises are located.
6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.
7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
8. "Firm Term" means the part of the lease term that is not subject to termination rights.
9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
11. "Property" means 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.
12. "Rentable Space or Rentable Square Feet (RSF)" means 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. Rentable space may include a share of 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. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

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 2022)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or 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 or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.
- B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- C. The Lessor may be required to use the Government's project management system, as outlined in Lease paragraph entitled "Government Project Management System."
- D. 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 2023)

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:

- A. Waste, or,
- B. Damages, or restoration arising from or related to:

1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
2. 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 (OCT 2024) INTENTIONALLY DELETED~~

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2024)

- A. If during the term of the Lease, title to the Property is transferred 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.
- C. If title to the Property is transferred, 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 that 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, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space. This representation must be completed annually.
- G. If title to the Property is transferred, 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 commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, 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. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.07 ~~REAL ESTATE TAX ADJUSTMENT (OCT 2023) INTENTIONALLY DELETED~~

2.08 GSAR 552.270-16 ADJUSTMENT FOR VACANT PREMISES (DEVIATION) (SEP 2022)

- (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 ABOA square foot 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~~

2.10 ~~ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (OCT 2023) INTENTIONALLY DELETED~~

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

2.12 ENTITY NAME (OCT 2023)

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (MAY 2025)

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](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
- 52.222-10 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.
- 52.222-62 Paid Sick Leave Under Executive Order 13706.

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 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (MAY 2025)

- 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. Items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease or shall meet or exceed accepted industry or trade standards.
- B. The Government will not pay for existing fixtures and other TIs accepted in place.

3.04 ~~CONSTRUCTION WASTE MANAGEMENT (MAY 2025)~~ INTENTIONALLY DELETED

3.05 ~~WOOD PRODUCTS (MAY 2025)~~ INTENTIONALLY DELETED

3.06 ADHESIVES AND SEALANTS (MAY 2025)

All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. 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.

3.07 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.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (OCT 2022)

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.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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.

3.10 VESTIBULES (OCT 2020)

- A. Existing vestibules shall remain in place at public entrances and exits. 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.

3.11 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.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

- 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 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 the Government occupies, either through this Lease or in combination with other Government Leases in the Building 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 Occupant 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.

3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2025)

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.
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.

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.

B. Hydrology-related Requirements. 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.

1. 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.
2. 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.

3.15 ~~ELEVATORS (OCT 2020)~~ INTENTIONALLY DELETED

3.16 BUILDING DIRECTORY (OCT 2024) INTENTIONALLY DELETED

3.17 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.

3.18 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.

3.19 ACCESSIBILITY (OCT 2024)

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) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (MAY 2025)

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 tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory criteria related to recycled content.
 - 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.21 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.

3.22 DOORS: IDENTIFICATION (APR 2011)

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

3.23 WINDOWS (OCT 2020)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All exterior window assemblies shall be weather resistant and watertight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

3.24 PARTITIONS: GENERAL (MAY 2025)

- A. 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.
- B. INTENTIONALLY DELETED

3.25 PARTITIONS: PERMANENT (MAY 2025)

- A. 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.
- B. INTENTIONALLY DELETED

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (MAY 2025)

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. 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.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. 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.
- F. INTENTIONALLY DELETED

3.27 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.

3.28 PAINTING – SHELL (MAY 2025)

- 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. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.
- C. INTENTIONALLY DELETED

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

- 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.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (MAY 2025)

- 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.

3.31 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.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA 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.

3.33 ELECTRICAL (OCT 2023)

- 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 system (all required electrical infrastructure up to and including the electrical panels enclosed in the electrical room as described in this section along with all electrical infrastructure needed to power appurtenances and the duplex utility outlets as described in Part C) for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. 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, electrical/mechanical rooms, and dispensing areas.

3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.35 ~~PLUMBING (JUN 2012)~~ INTENTIONALLY DELETED

3.36 DRINKING FOUNTAINS (MAY 2025)

On each floor of Government-occupied Space, the Lessor shall provide drinking fountain(s) 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. The Lessor shall provide two separate drinking fountains per F211.2 or a single drinking fountain per the F211.2 Exception. Either installation shall require compliance with 602.1 through 602.6 for the accessible fountain and 602.7 for the non-accessible fountain. Potable is defined as water meeting current EPA National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974 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.

3.37 RESTROOMS (MAY 2025)

- A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. 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 future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER 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 of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.
- C. Each restroom shall have water closets enclosed with 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. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms.
- D. Restrooms must meet ABAAS requirements as stated under this Lease.
- E. 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 the equivalent of at least two standard-sized 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. Newly installed restroom partitions shall be made from recovered materials.

3.38 ~~PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025)~~ INTENTIONALLY DELETED

3.39 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.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (MAY 2025)

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

- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.
- F. For all refrigerant-containing equipment (i.e., containing chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs)), the Lessor shall comply with the associated regulations (40 CFR 82 and 84) to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must comply with the associated regulations (40 CFR 82 and 84). The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.
- G. 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 ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. 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.
- H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- I. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (OCT 2023)

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

3.42 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.

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2023)

Note. For pricing estimating purposes, fixtures will be installed at the average ratio of 1 fixture per 80 ABOA SF.

- A. Interior Fixtures. High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed to match the other luminaries in the Space as either ceiling grid or pendant mounted for an open-office plan. Newly installed lighting must use LED fixtures with replaceable dimmable drivers. The dimmable drivers must use 0-10V or digital control signals and shall be compatible with any existing control systems. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. Lighting Levels. Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle, measured at the floor) by either an onsite emergency generator or fixture mounted battery packs.
- C. Power Density.
1. Existing Buildings. The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
 2. New Construction. The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

- D. Daylighting Controls. For leases 10,000 rentable SF or greater, 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 workspaces.
- E. Occupancy/Vacancy Sensors. The Lessor shall provide ceiling or wall mounted 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 by a minimum of 50% 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.
- J. Video Surveillance System (VSS). Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.
- K. Lighting Control. All lighting controls and programming for indoor and outdoor lighting shall comply with local energy codes.

3.44 ACOUSTICAL REQUIREMENTS (OCT 2022)

- A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.80. 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 0.80.
- 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; NC 20 in conference and teleconference rooms; NC 40 in corridors, cafeterias, lobbies, restrooms, and 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:
1. Conference Rooms. NIC 45
 2. Teleconference Rooms. NIC 48
 3. Private Offices. NIC 35 when sound masking is provided; NIC 40 if sound masking is not provided.
- D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 SECURITY FOR NEW CONSTRUCTION (OCT 2022) INTENTIONALLY DELETED

3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020) INTENTIONALLY DELETED

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED

3.48 HIGH PERFORMANCE BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (MAY 2025) INTENTIONALLY DELETED

3.49 HIGH PERFORMANCE BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (MAY 2025) INTENTIONALLY DELETED

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (MAY 2025)

- 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. 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.
- D. 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 ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
- E. Flush-Out Procedure.
 - 1. The Lessor shall implement ventilation and other measures (source control, air cleaning, and filtration) in accordance with ASHRAE Standard 62.1 Ventilation for Acceptable Indoor Air Quality, to remove detectable odors and visible dust and provide acceptable indoor air quality prior to occupancy.
 - 2. The Lessor shall flush-out or ventilate the area(s) following construction and prior to occupancy in accordance with ASHRAE Standard 62.1 Section 7.
 - 3. For leases 10,000 RSF or greater, the Lessor shall provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.
 - 4.

3.51 SYSTEMS COMMISSIONING (MAY 2025)

In accordance with the Energy Policy Act of 2005, the following provisions apply:

- A. The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning shall cover work associated with TIs or alterations. Recommissioning is required to ensure that the systems are operating properly during the Lease term if Building systems are impacted by alterations. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.
- B. The Lessor shall submit a written commissioning plan prior to completion of CDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan shall include:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- C. The Lessor shall submit a final commissioning report once tenant improvements are completed. The report shall include results and supporting documentation for each section of the commissioning plan. The final report shall be provided to the LCO or designated representative within 60 days after substantial completion.

3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS — LEASE (OCT 2023)~~ INTENTIONALLY DELETED

3.53 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 *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the 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. GSA 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.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2024)

Construction activities for the Space shall commence upon Lease award.

Construction of TIs and completion of other required construction work. The Lessor shall complete all work as required in this Lease not later than **XX** Working Days following Lease award.

4.02 CONSTRUCTION DOCUMENTS (OCT 2023)

The Lessor's CDs shall include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs may also include signage, audio/visual, IT, furniture, and other specialties. 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 2023)~~ INTENTIONALLY DELETED

4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (OCT 2023)~~ INTENTIONALLY DELETED

4.05 ~~LEASE SUBMITTALS (MAY 2025)~~ INTENTIONALLY DELETED

4.06 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2024)~~ INTENTIONALLY DELETED

4.07 ~~PROGRESS REPORTS (OCT 2023)~~ INTENTIONALLY DELETED

4.08 ~~CONSTRUCTION INSPECTIONS (OCT 2023)~~ INTENTIONALLY DELETED

4.09 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)~~ INTENTIONALLY DELETED

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (OCT 2021)

- 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.
- E. If applicable, upon acceptance of the Space, the Government will issue lump sum payment to the Lessor after substantial completion, in accordance with invoicing procedures outlined under any lease amendment(s) authorizing such lump sum payment. The Government shall not issue this payment in increments or as partial payments.

4.11 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)~~ INTENTIONALLY DELETED

4.12 AS-BUILT DRAWINGS (OCT 2021)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. 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.

- 4.13 ~~GSAR 552.270-15 LIQUIDATED DAMAGES (DEVIATION) (SEP 2022)~~ INTENTIONALLY DELETED
- 4.14 ~~SEISMIC RETROFIT (OCT 2020)~~ INTENTIONALLY DELETED
- 4.15 ~~LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2023)~~ INTENTIONALLY DELETED
- 4.16 GOVERNMENT PROJECT MANAGEMENT SYSTEM (MAY 2025)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. This includes, but is not limited to, managing design submittals (DIDs, CD, as-builts), schedule submissions, pricing proposals, requests for information (RFI), that are directed toward the Government, and Lease Submittals, such as reuse plans, commissioning plans, and product data sheets. Licensing costs and access to the system are the responsibility of the Government.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

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.

- A. DOORS: INTERIOR
- B. DOORS: HARDWARE
- C. PARTITIONS; SUBDIVIDING
- D. HEATING AND AIR CONDITIONING
- E. ELECTRICAL: DISTRIBUTION
- F. 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 (OCT 2023)

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

5.05 DOORS: SUITE ENTRY (MAY 2025)

- A. 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 that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.
- B. INTENTIONALLY DELETED

5.06 DOORS: INTERIOR (MAY 2025)

- A. 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 and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.
- B. INTENTIONALLY DELETED

5.07 DOORS: HARDWARE (MAY 2025)

Doors shall have door handles or door pulls with heavyweight hinges. 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 (MAY 2025)

- 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 be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criteria (NIC) of no less than 35. The Government reserves the right to independently test these levels.
- B. 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).
- C. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- D. 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.
- E. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.
- F. INTENTIONALLY DELETED

5.10 WALL FINISHES (MAY 2025)

If the Government chooses to install a wall covering, the following specifications shall apply:

- A. Commercial grade, weighing not less than 13 ounces per square yard.
- B. INTENTIONALLY DELETED

5.11 PAINTING – TI (MAY 2025)

- A. Prior to acceptance, all surfaces within the Space which are designated by VA for painting shall be newly finished in colors and type of paint acceptable to the Government.
- B. INTENTIONALLY DELETED

5.12 FLOOR COVERINGS AND PERIMETERS (MAY 2025)

- 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. INTENTIONALLY DELETED
 - 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)~~ INTENTIONALLY DELETED

5.16 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~ INTENTIONALLY DELETED

5.17 ~~DATA DISTRIBUTION (OCT 2020)~~ INTENTIONALLY DELETED

5.18 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)~~ INTENTIONALLY DELETED

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.

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

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (OCT 2022)

- A. The Government's normal hours of operations are established as **8:00** AM to **4:30** 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 subcontractors 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 (MAY 2025)

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

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020)~~ INTENTIONALLY DELETED

6.04 HEATING AND AIR CONDITIONING (OCT 2024)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. 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, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. During non-working hours, heating temperatures shall be set no higher than 55 degrees F, 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. 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 degrees F.
- D. 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.
- E. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- F. **125** ABOA SF 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 BTU output of this room is established as **24,000** BTU per hour. The temperature of this room shall be maintained at **68-70** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- G. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:
1. **Medication Room rm 250: ~100 SF**
 2. _____
- 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.

6.05 OVERTIME HVAC USAGE (OCT 2023)

- A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.
- B. When the cost of service is at or below the micropurchase threshold, as defined under FAR subpart 2.101, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services exceeding the micropurchase threshold shall be placed by a LCO. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.
- C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 PERIODIC LEASE ABOVE-STANDARD SERVICES (LASS) – OTHER THAN HVAC (OCT 2024)

- A. Periodic Lease above standard services (LASS) unrelated to HVAC shall be provided at the rates set forth in Section 1 of the Lease. Such services may be ordered by the Government's authorized representative only.
- B. When the cost of periodic LASS is at or below the micropurchase threshold, as defined under FAR subpart 2.101, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services exceeding the micropurchase threshold shall be placed by a LCO. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.
- C. Failure to submit a proper invoice within 120 days of providing periodic LASS shall constitute a waiver of the Lessor's right to receive any payment for such services pursuant to this Lease.

6.07 ~~JANITORIAL SERVICES (MAY 2025)~~ INTENTIONALLY DELETED

6.08 ~~SELECTION OF CLEANING PRODUCTS (MAY 2025)~~ INTENTIONALLY DELETED

6.09 ~~SELECTION OF PAPER PRODUCTS (MAY 2025)~~ INTENTIONALLY DELETED

6.10 ~~SNOW REMOVAL (OCT 2020)~~ INTENTIONALLY DELETED

6.11 MAINTENANCE AND TESTING OF SYSTEMS (OCT 2022)

- 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. Upon request, 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 three years.
 - 2. Lessor shall perform cyclical repainting of the Space every **5** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.
- B. Carpet and flooring.
 - 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
 - 2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet 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 (MAY 2025)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government documentation that the abatement was done in accordance with OSHA (29 CFR § 1910.1001, 29 CFR § 1926.1101), EPA (40 CFR Part 61 - National Emission Standards for Hazardous Air Pollutants and Part 763), state, and local regulations and that final clearance is achieved.

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 2022)

- 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 VA personal identity verification requirements, identified in GSA Order 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing Handbook. The Lessor can find the policy and additional information at [HTTP://WWW.GSA.GOV/HSPD12](http://www.gsa.gov/hspd12). This policy requires 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. All Lessor's contractor(s) and subcontractor(s) shall follow the requirements of background investigation in accordance with GSA HSPD-12 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 (OCT 2020)

Upon acceptance of the Space, 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 (MAY 2025)~~ 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 (MAY 2025)

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. 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 CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to VA for review and identification of any CUI building information that may be included. In addition, any documents VA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at <https://www.archives.gov/files/cui/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF>) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized VA employees may mark the documents.

1. Authorized recipients.

- a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with VA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to VA, or performing work under a VA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
- b. All VA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

- a. By electronic transmission. Electronic transmission of CUI information outside of the VA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by VA policy.
- b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with

access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. VA contractors and subcontractors must not take CUI building information outside of VA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the VA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

6.22 INDOOR AIR QUALITY (MAY 2025)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.
- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. 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 by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.
- 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. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.
- 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 the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

6.23 RADON IN AIR (MAY 2025)

- A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

6.24 ~~RADON IN WATER (MAY 2025)~~ INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (MAY 2025)

- 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, substances, and wastes.
- B. Lessor shall, to the extent of its knowledge, notify the Government of the introduction of any hazardous materials, substances, and wastes onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.
- C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS).

6.26 MOLD AND WATER INTRUSION (OCT 2023)

- A. Actionable Condition. An actionable condition is defined as either:
1. 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, or
 2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- 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 conditions, as defined by subparagraph A.
- C. Within 48 hours following a water intrusion event, such as a flood, plumbing leak, heavy rain, etc., 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 per the EPA: Mold in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008) and the current version of ANSI/IICRC: S500 Standard for Professional Water Damage Restoration using a qualified professional. Specific remediation methods shall be based on the water class and category defined by ANSI/IICRC. 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 to inspect and evaluate the Space and air zones serving the Space for actionable conditions; inspection shall take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant experienced in water intrusion and mold assessments. The Lessor shall promptly furnish water intrusion and the mold assessment report to the Government. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide VA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. 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 an actionable condition. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.
- D. The presence of an actionable condition 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 (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and 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, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and 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 may 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.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2021)

The Lessor agrees to the requirements of Facility Security Level II attached to this Lease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

7.03 NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2023)

- 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.

7.04 DAILY OCCUPANCY DATA (OCT 2021)

If the Lessor has a means to capture system-generated daily occupancy data identifying the number of people accessing the government occupied space for the period of time specified (e.g., turnstiles, building access system, badges, sensors, Wi-Fi) the Government reserves the right to request daily occupancy data at the Lessor's expense. The data shall cover a 12-month consecutive period of occupancy, and the Government is limited to a total of two (2) separate data requests over the lease term. The LCO (or representative designated by the LCO) shall provide at least 30 calendar days' prior notice to the Lessor for the daily occupancy data period to commence. The Lessor shall provide the daily occupancy data within 30 calendar days after the end of the 12-month consecutive period. Data shall be submitted using either a CSV or Excel file. Data elements shall include, but are not limited to: date, occupancy count, and the tenant agency's name, if the Building contains multiple Government tenant agencies. Data should not include Personally Identifiable Information (PII), e.g., name. If available, additional information may be provided, e.g., date, time of entry, unique card identification number or another anonymous unique identifier, floor accessed, type of occupant - Government employee or contractor, visitor indication, building staff.

7.05 ~~SWING SPACE — LEASE (OCT 2022)~~ INTENTIONALLY DELETED

EXHIBIT A

Santa Barbara Veterans Administration Veterans Affairs Clinic Floor Plan

Santa Barbara Veterans Affairs Clinic

4440 Calle Real

Santa Barbara CA 93110

Total Leased Area = Approx. 6,700 square feet

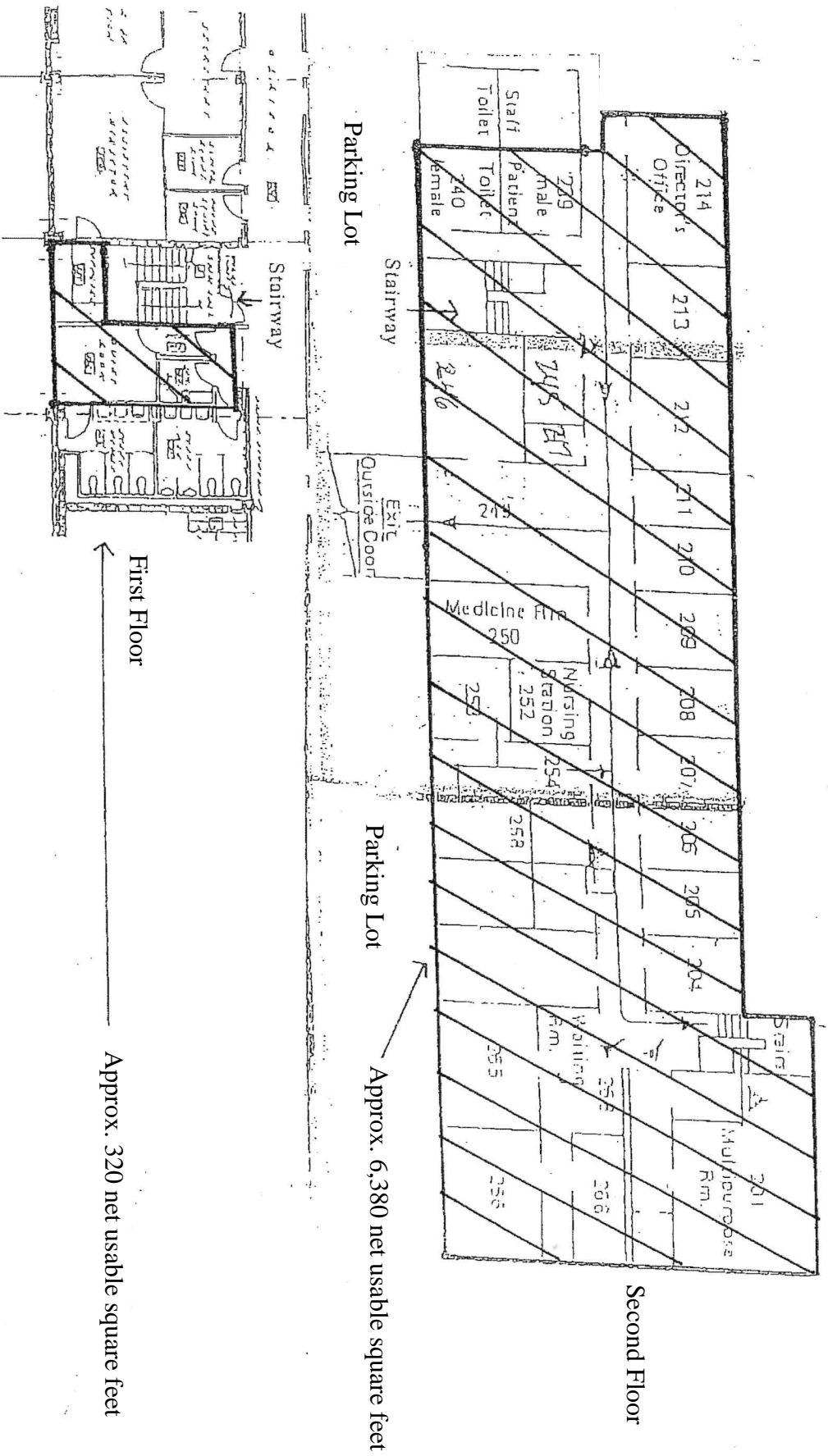


EXHIBIT B

**Santa Barbara
Agency Specific Requirements
080815**

Greater Los Angeles Agency Specific Requirements For Santa Barbara Clinic

Space shall be available for use by Tenant (VA) for personnel, furnishings, and equipment to meet the needs for a Community Based Outpatient Clinic (CBOC).

The leased property offered should meet the following criteria:

- Space offered must be in a quality building of sound and substantial construction. Space should be in a prime commercial office/medical space with attractive, professional surroundings. Space should be standalone and not be located within a shopping mall. Streets and public walkways shall be well maintained.
- Space design will provide maximum co-location of the staff providing services to our patients. It will bring the service to the veterans, reduce the number of steps required to deliver services, and simplify the Veteran's experience. The space must also create a pleasant ambience through the optimization of natural light in waiting rooms, hallways, and staff work rooms to promote the well-being of patients and the best working conditions for staff. Large windows should span the length and height of the waiting rooms. Each of the PACT teams should have significant exposure to natural light.
- Design must maximize co-location of the PACT teams. The team requires a space where they can function as teams where they can frequently interact, share information, coordinate care, plan work, and hand-off patients and tasks. However, it is of utmost importance that the space is acoustically conducive to support work concentration, conversation, and patient privacy. Each of the PACT teams should have acoustic separation from the next team.
- Design must support creation of flexible use space and standardization that will permit ease of alteration as the mission and operational requirements of the facility change.

THE GOVERNMENT WILL PAY FOR THE FOLLOWING:

- Biohazard Material removal as a result of clinical activities.

THE LESSOR WILL PROVIDE:

- Heating, Ventilation, and Air Conditioning (HVAC) for identified rooms during clinic hours.
- Semiannual window washing. (**Exterior ONLY**)
- Minimum number of air exchanges in identified rooms.
- ~~Camera system that is compatible with the Veterans Affairs West Los Angeles Medical Center (WLA) Security System.~~
- ~~Build alarm system.~~

SITE CONSIDERATIONS:

- **LOCATION:** Facility must be highly visible and located in an area accessible to and from main thoroughfares.
- **SITE TOPOGRAPHY:** Site topography must not have pedestrian traffic grades exceeding 3% slope, 1 ft elevation change in 33 feet.
- **LANDSCAPING:** If site topography permits, site will be equipped with bushes and trees. Outdoor bench for Veteran seating ~~to be provided by lessor.~~

ARCHITECTURAL:

- **APPEARANCE/PRESENCE:** The physical exterior appearance should align with modern architectural designs that utilize natural light and architectural design to align pedestrian traffic with wayfinding

signs to the front entrance and main public areas. The use of materials that emulate natural elements should be included. The exterior appearance must distinguish the clinic from other surrounding structures and contribute to a healing environment. Overall appearance will demonstrate alignment with the VA expectations for a world class experience.

- **BUILDING LAYOUT:** The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.
- **ROOM LAYOUT:** The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.
- **SIZES:** All room square feet listed are minimums. The facility may have up to 30% larger rooms or 15% additional rooms. Rooms other than storage rooms and corridors may not be over 3 times longer than they are wide.
- **WALL FINISHES:** All walls shall be finished smooth. Corners shall be protected with appropriate wall-guard materials as needed. Lessor shall be responsible for moving and returning of furniture and equipment to allow wall repair. Repair work shall be done after hours and must be odor free when open for business.
- **PAINTING:** Wall coverings shall be washable paint. VA to select colors. Painted walls shall be washable eggshell; painted ceilings shall be flat paint finish. Painted trim (door/window) shall be washable semi-gloss finish. All other painted surfaces shall be washable eggshell. ~~Scheduled paintings every 10 years with wall patching and touchups for normal wear and tear yearly at no additional cost.~~ Painting work shall be done after hours and must be odor free when open for business. Lessor is responsible for moving and returning furniture and equipment as needed and must coordinate such with the Contracting Officer's Representative (COR) or designee.
- **FLOORING:**
 - All flooring must meet Class 1 fire/smoke resistance requirements as per code. VA to select color. All flooring shall be occupancy-ready from the factory. Flooring materials shall be free of asbestos containing materials.
 - Waiting area, Breakroom, Conference Room, Team offices, Corridors, Group rooms, Multipurpose room, Exam/Procedure/Consultation, and Reception area flooring shall be per VA selection and may be LVT/LVP, or linoleum plank tile.
 - Restroom flooring and wainscoting shall be ceramic/porcelain tile, large format is preferable on the floor, surface must meet or exceed 0.42 DCOF wet.
- **COVE BASE:** Cove base may be either vinyl or rubber. It needs to be standard toe. Cove base height in Exam/Procedure/Consultation rooms should be 6", all other rooms and corridors should be 4" height. Continuous roll is preferable. Color to be determined by VA.
- **CEILING FINISH:** Ceilings may be sheetrock or Acoustical Ceiling Tile, white in color Class A fire performance rating and an NRC of up to 1.70 for shared work area. Lessor to replace any wet, cut, or damaged ceiling tiles or sheetrock as damage occurs.
- **LIGHTING:** All lighting shall comply with current lease specifications. Fixtures shall be located so as not to interfere with curtain track in exam rooms.
- **ASBESTOS / ENVIRONMENTAL HAZARDS:** Existing buildings must be asbestos, mold and lead free or in a stable, solid matrix (e.g., asbestos flooring or panels) which is not damaged or subject to damage by routine operations.
- **ENERGY COST SAVINGS:** Lessor is encouraged to use, 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain and/or exceed the ENERGY STAR Benchmark Score of 75.
- **DOORS:** All doors shall be 80 inches in height. Interior doors shall be a minimum 32 inches wide. Interior and exterior doors shall be 1-3/4 thick. Exterior doors should be metal, glass or equivalent to protect from the outside environment. Automatic door openers are required at the main entrance of the clinic for handicapped accessibility.

- **DOOR HARDWARE:** Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.
- **PATIENT RESTROOM DOORS:** Should open in but should be equipped with doors and hardware that will permit emergency access from the outside.
- **TELECOMMUNICATIONS (or Office of Information Technology [OIT] DOORS:** Door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
- **LOCKS:** All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or peened mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent jimmying of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101.
- **PRIVACY:** Aural privacy is required between rooms and corridor so that private patient information may be discussed without being overheard. For sound privacy, walls of exam rooms, Mental Health rooms and Multipurpose/conference room must be sound insulated with an approved acoustical insulation. Shared workspace or Collaborative work areas are required to include multifaceted approaches for reductions in sound transmission to include, but not limited to, lessor provided sound baffling/clouds/ceiling panels, wall treatments, and sound masking systems. All doors must include mechanical door bottom seals where necessary. There is to be a privacy door(s) between the clinical area and the reception/waiting area. Privacy curtain tracks at doors required in all exam rooms.

GENERAL REQUIREMENTS:

- **CODES:** Structure shall be in compliance with local, national, and the International Building Code, and all applicable current NFPA Fire and Life Safety codes.
- **NOISE ISOLATION:**
 1. Reverberation Control: Ceilings in carpeted -space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms and corridors having resilient flooring shall have an NRC of not less than 0.65.
 2. Ambient Noise Control: Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
 3. Noise Isolation: Rooms separated from adjacent spaces by ceiling-high partitions (not inducting doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
- **WINDOW TREATMENT:** Horizontal blinds are acceptable. Draperies are not acceptable. GLA has final approval of window treatments.
- **SPECIAL FIRE CODE:** The storage rooms, laboratory room, mechanical rooms and housekeeping closets will be protected by one-hour fire walls and doors.
- **PATIENT TRAFFIC FLOW IN BUILDING:** Building to be arranged such that patients enter immediately into vestibule, then enter waiting room then go by reception counter and finally enter clinical areas.

- **VESTIBULE:** Vestibule shall be ADA compliant. The door must have an automatic door opener. The vestibule will be glass to increase natural light into the facility.
- **STAFF BREAK ROOM:** This room will be equipped with a small kitchen-type sink, counter with over and under storage cabinets along with counter space for a microwave (microwave can be within the cabinet space design) and floor space for a freestanding refrigerator. The microwave and refrigerator will be provided by the VA.
- **DRINKING FOUNTAIN:** An accessible public refrigerated, wall hung, and filtered bottle filling station selected by the VA will be provided in the waiting room or adjacent to the waiting room.
- **HVAC:** The repair and maintenance of the HVAC system including replacement/cleaning of filters according to manufacturer recommendations shall be maintained by the lessor. Failure of the HVAC system shall be treated as an emergency with response within 3 hours. Equipment must maintain temperature ranges between 68-75 degrees regardless of weather conditions. The building will be provided with enough thermostats and controls to adequately control the space with a minimum of zones. HVAC shall be a certified system.
- **Exhaust venting:** Will be included in the Bathrooms, housekeeping closet, multipurpose exam room, and supply rooms to include exhaust venting to the outside to create a negative pressure in these rooms. Rooms shall have a minimum of 10 air changes per hour.
- **ELECTRIC:** Electric panels must be circuit breaker type with 25% excess capacity. Outlet placement will be indicated by the VA during design review.
- **FIRE ALARM:**
 - a. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.
 - b. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, National Fire Alarm Code. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- **UTILITIES:** Services and utilities shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies. The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

MAINTENANCE:

- **JANITORIAL SERVICES AND SUPPLIES:** The Government is responsible for interior cleaning according to the attached schedule. The Lessor is responsible for exterior cleaning and maintenance.
- **PEST CONTROL:** The Lessor is responsible to exterminate insects, rodents, and other pests quarterly and when pests are detected in the leased property. Pest spraying must be done outside of clinic hours as not to interfere with VA work.
- **MAINTENANCE:** Building equipment and maintenance requirements, interior and exterior, shall be met by the Lessor. The Lessor must have a building superintendent or local designated representative, within 1 hour travel distance, to promptly correct deficiencies or attempt to correct safety deficiencies within 4 hours. Lessor's representative shall be available via cell phone for emergencies. Cosmetic and non-emergent deficiencies must be corrected within two weeks or scheduled with the CO. If no attempt is made to correct the deficiency within the required time frame, the cost of the repairs will be deducted from the next month's lease payment.

The Lessor is responsible for the total maintenance of the leased property with the exceptions listed

specifically in the lease document. All equipment shall be maintained to provide reliable service without unusual interruption, disturbing noises, exposure to fire or safety hazards or unusual emissions of dirt. All maintenance will be done with applicable codes and manufacturer recommendations.

- **EXTERIOR MAINTENANCE:** Lessor is responsible for removing weeds from around building, parking areas and sidewalks. The Lessor is responsible for mowing, edging, trimming landscaping and watering lawns as well as leaf raking and removal.
- **PARKING LOT:** Lessor shall re-seal parking lot and re-paint parking space lines as damaged.
- **PLUMBING PROBLEMS:** All plumbing problems will be addressed by the lessor.

SECURITY

- ~~**PHYSICAL SECURITY:** Provide a level of security which reasonably deters unauthorized entry during regular and non-duty hours. No public access to the offices will be allowed.~~
- ~~**SECURITY ALARM INTRUSION DETECTION SYSTEM:** Provide a security system, to alarm upon illegal entry or loitering in the leased space and to prevent unauthorized entry 24 hours per day, 7 days per week that alarms locally at the site and to a remote monitoring company.~~
- ~~**EXTERIOR:** The following areas are required to be under camera surveillance: Patient, employee parking and all entrances.~~
- **POWER OPERATED PUSH BUTTON AUTOMATIC DOOR OPENER:** VA to identify locations.

OTHER:

- **CONDITION:** Facility must be in a like new condition prior to VA occupancy. Lessor to work with VA Interior Designer who will develop color and finish schedule for all appropriate surfaces, as well as coordinate space planning with project designer and VA staff. VA will specify, procure, and provide interior furniture and furnishings.
- **DRAWINGS:** Lessor to provide drawings of facility building, site and location plan as part of bid and will provide "as-builts" as well as CAD drawings to the VA when the facility is turned over to the VA for occupation.
- **DOCUMENTS:** In addition to regular contract documents, test results described above and proof that the construction meets contract requirements, the lessor must provide MSDS sheets on chemicals used in maintenance such as pest control products, etc.

For more information please see: <http://www.cfm.va.gov/til/spec.asp>

SAMPLE LAYOUTS with ELEMENTS of FAVORABLE DESIGNS:

- On Stage/Off Stage Model
 - Shared Team Workspaces with Sound Control and Privacy for Individual Teams
 - 2-Way Exam Room Access
 - Patients and Providers have separate spaces and do not pass one another in the halls
 - Sliding Doors
- Waiting Rooms at Front of CBOC
- Lab off the Waiting Room
- Weighing Station Alcoves at Front of Clinic but behind public area
- Administration Area behind Reception Area

TEAM ZONE ROOM(S)

- Must have solid plan to minimize acoustics – very important.
- Sound absorbing wood grain acoustic panels with aesthetic design may be wall or ceiling mounted.
- STC 50 requirements for partitions and sound gasketing and sweeps for the doors.

CORRIDOR

- Install health grade Non-ligature flat PVC patient handrails at ADA compliant 34-38" above floor surface with return to the wall at the end of the handrails on both sides with proper wall reinforcement.
- Patient corridors must be 6 feet in clear width and require a handrail.

OTHER CONSIDERATIONS

- Centralized check-in/check-out with clear view of entrance doors.
- The reception area is to be strategically located to give the office manager and/or team leader clear observation of waiting areas.
- **LESSOR FURNISHED MATERIALS and SUPPLIES:** Except for items listed, the lessor shall provide all facilities equipment, materials, supplies, and service to perform the requirements of this contract.
- **LESSOR PROVIDED EQUIPMENT:** Lessor will provide infrastructure for equipment as indicated in leasing documents.
- **SCHEDULING:** ~~Cleaning schedule will be daily Monday through Friday between 5:00 P.M. and 12:00 A.M. Jobs requiring more extensive timeframes such as floor waxing will be negotiated with the COR so that patient care is not interrupted.~~
- ~~**TWICE A YEAR:** Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.~~
- ~~**ANNUALLY:** Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courtyards areaways, and flat roofs.~~
- ~~**EVERY TWO YEARS:** Shampoo carpets in all offices and other non-public areas.~~
- **AS REQUIRED:** Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.
- **STANDARDS:** ~~Cleaning services shall meet standards established by the Greater Los Angeles Health Care System. The COR or designee for the CBOC will accomplish monthly inspections of the Veterans' clinic, and then issue results to the Lessor to correct any noted deficiencies. The COR will provide forms for inspections.~~

SPECIFIC WORK REQUIREMENTS:

- Lessor is responsible for moving and returning furniture and equipment for services as needed and must coordinate such with the COR or designee.
- **SECURITY:** The lessor shall issue keys for the building. Duplication of keys without proper authority is prohibited.

SPECIAL REQUIREMENTS

- Lessor shall be responsible for supplying, completing, and submitting all reports required or requested by any Federal, State, or Local Government agency, as required by laws, ordinances, and regulations, that pertain to the supplies and services provided under this contract.
- Lessor's employees, while performing the services of this contract, shall conduct themselves in a professional, business-like manner. The CO and COR reserve the right to restrict any Lessor employee from performing the services of this contract. The Government shall be the sole judge for this determination, which shall be followed up with written explanation to the Lessor. Smoking is permitted only in designated areas.

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- Clean: Clean shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris and other residue.
- Disinfect: Cleaning to destroy any harmful microorganisms by application of an approved chemical agent.
- Leasing Contracting Officer (LCO): The Leasing Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- Lessor: The term Lessor as used herein refers to both the prime lessor and any sublessors. The prime lessor shall ensure that his/her sublessors comply with the provisions of this contract.
- Contracting Officer Representative (COR): The Contracting Officer reserves the right to designate a representative to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation shall be furnished the lessor.
- The lessor shall provide trash removal services for the exterior. The following cleaning schedule will be followed unless changes are agreed upon between the Lessor and the COR.
- Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the space.
- As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters.
- Pest control: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

EXHIBIT C

**Security Requirements
(FSL Level II) (Oct. 2024)**

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). MAINTENANCE COSTS ARE TO BE INCLUDED IN THE OPERATING RENT.

NOTE THAT ITEMS IDENTIFIED AS "SHELL *" REPRESENT A LESSOR'S OBLIGATIONS OR THE GOVERNMENT'S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.

DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

DESIGN-BASIS THREAT – The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor's technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key ~~or Physical Access Control System (PACS)~~ for the entrance to this building and to doors identified by the Government as employee entrance doors. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. SCREENING REQUIREMENTS

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SECURITY REQUIREMENTS (LEVEL II)
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1. ACCOMMODATION OF RETAIL/MIXED USE SPACE (SHELL)

The Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

1. PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

- a. At a minimum, the Lessor shall secure building common areas such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Utility, mechanical, electrical, and telecom rooms shall be secured with high-security (UL437) locks. Keyed locks, PACS card reader, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained.
- b. Roofs with HVAC systems and access to interior space from the roof shall also be secured with high-security (UL437) locks. Roof access shall be strictly controlled through keyed locks, PACS card reader, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- c. In addition, Lessor shall protect the ventilation equipment and system controls from unauthorized access.

3. VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

4. PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS

The Government reserves the right to remove this countermeasure requirement, post-award, based on building-specific conditions. For measurement purposes, standoff shall be considered building support space and not ABOA.

- a. **RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS:** For partitions separating public space from federal space, the Lessor shall use construction materials

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which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 100 mm (4 inches).

- b. **RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS:** In the partitions that separate public mail screening and receiving areas from federal tenants, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 150 mm (6 inches).

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Government-controlled Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

2. POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS (SHELL)

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. If Landscaping exists, the Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions.

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Landscaping shall not obstruct the views of security guards and Video Surveillance System (VSS) cameras or interfere with lighting or Intrusion Detection System (IDS) equipment.

2. HAZMAT STORAGE (SHELL)

Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)

Trash receptacles, containers, mailboxes, FedEx-UPS boxes, vending machines, or other fixtures and/or features that could conceal packages, briefcases, or other portable containers shall be located away from building exterior and entry points.

C. PARKING

1. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)

Lessor shall designate Government employee and visitor parking areas.

IV. SECURITY SYSTEMS (Testing Operation and Maintenance by Govt)

A. Security System Testing and Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within five business days. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

B. VIDEO SURVEILLANCE SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The lessor shall design, install, and maintain a Video Surveillance System (VSS) as described in this section. The VSS system will support the entry control system (at personnel entrances and exits to the space), with time-lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government

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~~the VSS system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CD's, as well as prior to installation. VSS system testing, and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.~~

~~The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021). See https://www.acquisition.gov/far/part-52#FAR_52_204_25.~~

GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE

The Government may provide and install an entry control system, with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Video Surveillance System (VSS) shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four-hour VSS coverage and recording, provided and operated by the Government. The Government will centrally monitor the VSS surveillance. Government specifications are available from the Contracting Officer.

After notice to proceed, the Lessor shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary. The Lessor's construction schedule shall reflect the installation of this equipment.

C. INTRUSION DETECTION SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

~~The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, and prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.~~

~~Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate~~

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~~a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.~~

GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS— include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

After notice to proceed, the Lessor shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building, as necessary. The Lessor's construction schedule shall reflect the installation of this equipment.

D. DURESS ALARM

~~LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE~~

~~The Lessor shall design, install, and maintain a duress alarm system. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.~~

~~The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.~~

GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as

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determined by the Contracting Officer, shall document and implement duress procedures for emergency situations.

After notice to proceed, the Lessor shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary. The Lessor's construction schedule shall reflect the installation of this equipment.

E. SECURITY SYSTEMS DESIGN

~~The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and PACS panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.~~

V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH "SECURITY FOR NEW CONSTRUCTION".

A. WINDOWS

~~LOCK GROUND FLOOR WINDOWS~~

~~If a Government tenant occupies ground floor space in the Building, the Lessor shall provide a means to lock all operable, ground floor windows with secure latches. As part of BSAC, any operable, ground floor windows shall be monitored via IDS.~~

B. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25-foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis through a combination of standoff, hardening, and venting methods.

2. SECURING AIR INTAKE GRILLES

Lessor shall secure all accessible air intake grills from tampering or removal. Whenever possible, locate outdoor air intakes at least 30 feet above grade, and preferably at roof level.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (SHELL *)

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The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

B. ACCESS TO BUILDING INFORMATION (SHELL *)

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


Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

C. CONSTRUCTION SECURITY PLAN (SHELL)

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

VII. CYBERSECURITY (SHELL *)

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:

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1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
3. Encourage vendors of BACS to secure these devices and software through the following:
 - a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
 - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
 - c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
 - d. Close unnecessary open ports to secure against unprivileged access.
 - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).
 - f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>.
 - g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
 - h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
 - i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
 - j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.

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- k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
- l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).
- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security [\(CIS\) benchmarks](https://www.cisecurity.org/cis-benchmarks/) or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

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EXHIBIT D

**GS Form 3516A
Solicitation Provisions
(Simplified) (Oct. 2023)**

SOLICITATION PROVISIONS

(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) – ALTERNATE II (MAR 1998)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

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

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

(2) Late proposals and revisions.

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

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

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

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

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

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

(F) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Lease award.

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

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

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

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

2. 552.270-3 PARTIES TO EXECUTE LEASE (JUN 2011)

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

(b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.


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

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

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

3. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].

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

4. FLOOD PLAINS (JUN 2012)

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

5. 552.270-35 SYSTEM FOR AWARD MANAGEMENT – LEASING (JUL 2021)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

"Registered in the System for Award Management (SAM)" means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

LESSOR:  GOVERNMENT: _____

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

6. 52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)

This provision is incorporated by reference.

LESSOR:  GOVERNMENT: _____

EXHIBIT E

**GS Form 3517A
General Clauses
(Simplified) (Oct. 2023)**

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
1	GSAR 552.270-4	DEFINITIONS (DEVIATION)
2	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
3	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
4	GSAR 552.270-9	INSPECTION – RIGHT OF ENTRY
5	GSAR 552.270-10	DEFAULT BY LESSOR (DEVIATION)
6	GSAR 552.270-20	PAYMENT (DEVIATION)
7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
8	GSAR 552.270-14	CHANGES (DEVIATION)
9	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
10	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
11	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE
12	<i>Clauses incorporated by reference include:</i>	
	FAR 52.204-2	SECURITY REQUIREMENTS
	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION
	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-26	EQUAL OPPORTUNITY
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
FAR 52.223-6	DRUG-FREE WORKPLACE
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT
FAR 52.233-1	DISPUTES
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
GSAR 552.270-12	ALTERATIONS
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
GSAR 552.270-28	MUTUALITY OF OBLIGATION
GSAR 552.270-31	PROMPT PAYMENT

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);
- (b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

LESSOR:  GOVERNMENT: _____

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

3. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.
 - (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
 - (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

4. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

LESSOR:  GOVERNMENT: _____

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

5. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
- (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;
 - (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be

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calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenantable;

(3) Terminate the lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.

(c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.

- (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other procurement costs.
- (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
- (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.

(d) *Excusable delays.*

- (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
 - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
 - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
- (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

(e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.

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

6. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

LESSOR:  GOVERNMENT: _____

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

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

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

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

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$.

(e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

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

8. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

LESSOR  GOVERNMENT: _____

- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

9. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

10. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

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- (iv) Control information posted or processed on publicly accessible information systems
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

11. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

LESSOR:  GOVERNMENT: _____

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

12. The following clauses are incorporated by reference:

FAR 52.204-2	SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) (Applicable to leases over \$35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$2,000,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (MAR 2023) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may

LESSOR:  GOVERNMENT: _____

be found at <http://www.acquisition.gov>)

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

LESSOR:  GOVERNMENT: _____

EXHIBIT F

**Form 1364
Proposal to Lease Space
(Jan. 2023)**

SECTION I - BUILDING OVERVIEW

1. Building Name VA/Election Building	2. Building Street Address 4440 Calle Real
3. City, State and 9-Digit ZIP Code Santa Barbara, CA 93110	4. Number of Floors in Building 2
5. Total Rentable Square Feet (RSF) in Building <u>6,700.00</u> <i>Building Space Breakout</i> a. General Purpose/Office: <u>6,700.00</u> b. Warehouse: _____ c. Other: _____	6. Total ANSI/BOMA Occupant Area (ABOA) Square Feet (SF) in Building <u>4,963.00</u> 7. Building Common Area Factor (CAF) <u>35.00%</u>
8. Total Building Parking Under Offeror's Control a. Total Surface <u>18,000</u> b. Total Structured _____ c. Is all the parking onsite? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO d. Number of spaces required by local code, if applicable: <u>NA</u> <i>(Parking spaces and associated costs offered to meet the requirements outlined in the RLP shall be detailed in Box 20).</i>	

SECTION II - PRIMARY OFFER DETAILS

9. ABOA SF of Offered Space <u>4,963.00</u>	10. RSF of Offered Space <u>6,700.00</u>	11. CAF of Offered Space <u>35.00%</u>	12. Floor(s) and/or Suite(s) of Offered Space <u>1</u>
13. Full Term of the Lease <u>59 Months</u>	14. Firm Term of the Lease <u>12 Months</u>	After the Firm Term, the Government may terminate the Lease by providing advanced written notice to the Lessor. Indicate the minimum number of days the Government must provide prior written notice by.	
		15. Number of Days Notice <u>90</u>	

RENT TABLE <i>Enter initial rental figures only. Scheduled step rents for Shell rent and Parking rates must be entered in Section VI, Addendum.</i>	X. Annual Rent	Y. Annual Rate \$ Per RSF	Z. Annual Rate \$ Per ABOA SF								
16. Shell Rent The initial Shell Rent is a total annual dollar amount of _____ Does the initial Shell Rent offered change during the term of the lease? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$332,285.00	\$49.59	\$66.95								
17. Operating Costs (Refer to Line 27 on the GSA 1217) The Operating Cost base is a total annual dollar amount of _____		\$0.00	\$0.00								
18. Tenant Improvement (TI) Rent a. TI Allowance per ABOA SF: \$0 (stated in RLP; leave blank for turnkey) b. Total TI: \$0.00 ('a' above multiplied by offered ABOA SF or turnkey price) c. Amortization Interest Rate: _____ % d. Amortization Period in Months: _____	\$0.00										
19. Building Specific Amortized Capital (BSAC) Rent a. BSAC Amount per ABOA SF: \$ _____ (if stated in RLP) b. Total BSAC: \$ _____ ('a' above multiplied by offered ABOA SF or total cost) c. Amortization Interest Rate: _____ % d. Amortization Period in Months: _____											
20. Parking Required by the RLP <table style="width: 100%;"> <tr> <td style="width: 50%;">a. General Surface: \$ _____ per space per month</td> <td style="width: 50%;">b. Number of Spaces Offered: _____</td> </tr> <tr> <td>c. General Structured: \$ _____ per space per month</td> <td>d. Number of Spaces Offered: _____</td> </tr> <tr> <td>e. Reserved Surface: \$ _____ per space per month</td> <td>f. Number of Spaces Offered: _____</td> </tr> <tr> <td>g. Reserved Structured: \$ _____ per space per month</td> <td>h. Number of Spaces Offered: _____</td> </tr> </table>	a. General Surface: \$ _____ per space per month	b. Number of Spaces Offered: _____	c. General Structured: \$ _____ per space per month	d. Number of Spaces Offered: _____	e. Reserved Surface: \$ _____ per space per month	f. Number of Spaces Offered: _____	g. Reserved Structured: \$ _____ per space per month	h. Number of Spaces Offered: _____	\$0.00		
a. General Surface: \$ _____ per space per month	b. Number of Spaces Offered: _____										
c. General Structured: \$ _____ per space per month	d. Number of Spaces Offered: _____										
e. Reserved Surface: \$ _____ per space per month	f. Number of Spaces Offered: _____										
g. Reserved Structured: \$ _____ per space per month	h. Number of Spaces Offered: _____										
21. Rent for Non-Standard Circumstances <i>The RLP requires a non-standard rental component applicable only under specific conditions outlined in the Lease called:</i>											
22. TOTAL INITIAL RENT	\$332,285.00	\$49.59	\$66.95								

23. Fee Schedule <i>The RLP outlines how fees may apply. Fees are not applicable for turnkey pricing.</i>	a. Architectural/Engineering fees will be (choose one): <input type="checkbox"/> Percent of Total Construction Costs: _____ % <input type="checkbox"/> Dollar Amount per ABOA SF: \$ _____ <input type="checkbox"/> Flat Fee: \$ _____
	b. Lessor's Project Management fee will be: Percent of Total Construction Costs <u>20.00 %</u>

SECTION III - ADDITIONAL FINANCIAL ASPECTS OF THE OFFER

<p>24. Are you offering free rent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>a. If yes, enter the number of free months being offered. _____ months</p>	<p>b. What rent components are included in the free rent? <input type="checkbox"/> Shell <input type="checkbox"/> TI <input type="checkbox"/> Parking <input type="checkbox"/> Operating Costs <input type="checkbox"/> BSAC <input type="checkbox"/> Non-Standard</p>						
<p>25. Are you offering free space? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>a. If yes, how much free space, in addition to the space offered in Box 9 above, is being offered? _____ ABOA SF</p>	<p>26. Are you offering renewal options? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="font-size: small;">If yes, fill out 'Renewal Options' in Section VI, Addendum.</p>						
<p>27. Commissions If applicable, enter the commission distribution and ATTACH BROKER COMMISSION AGREEMENT.</p>		<p>a. Tenant's Representative Commission _____ N/A % b. Owner's Representative Commission _____ N/A %</p>						
<p>28. Adjustment for Vacant Premises \$ 0.00 per ABOA SF</p>	<p>29. Adjustment for Reduced Services \$ 0.00 per ABOA SF</p>	<p>30. Tax Parcel Percent of Government Occupancy a. RSF of Tax Parcel _____ 0.00 RSF b. Percent of Occupancy _____ 100.00 %</p> <p style="font-size: small;">Explain complex tax parcel arrangements in Section VI, Addendum.</p>						
<p>31. Heating, Ventilation, and Air Conditioning (HVAC) Overtime Rate</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"> <p>a. \$ 2.91 rate per hour -PER-</p> </td> <td style="width: 33%; border: none;"> <p>b. Select one of the options below: <input checked="" type="checkbox"/> Zone <input type="checkbox"/> Floor <input type="checkbox"/> Space</p> </td> <td style="width: 33%; border: none;"> <p>c. Total Number of Zones, Floors, or Spaces _____ 11</p> </td> </tr> <tr> <td colspan="3" style="border: none;"> <p>d. If the Government used 1 hour of overtime HVAC for the entire offered space, it would owe: (Multiply 31a times 31c) _____ \$32.01</p> </td> </tr> </table>			<p>a. \$ 2.91 rate per hour -PER-</p>	<p>b. Select one of the options below: <input checked="" type="checkbox"/> Zone <input type="checkbox"/> Floor <input type="checkbox"/> Space</p>	<p>c. Total Number of Zones, Floors, or Spaces _____ 11</p>	<p>d. If the Government used 1 hour of overtime HVAC for the entire offered space, it would owe: (Multiply 31a times 31c) _____ \$32.01</p>		
<p>a. \$ 2.91 rate per hour -PER-</p>	<p>b. Select one of the options below: <input checked="" type="checkbox"/> Zone <input type="checkbox"/> Floor <input type="checkbox"/> Space</p>	<p>c. Total Number of Zones, Floors, or Spaces _____ 11</p>						
<p>d. If the Government used 1 hour of overtime HVAC for the entire offered space, it would owe: (Multiply 31a times 31c) _____ \$32.01</p>								

SECTION IV - BUILDING AND PROPERTY INFORMATION

32. In what year was the original building construction completed and ready for initial occupancy? 1966

33. Provide the year and a brief description of the last major building renovation, if applicable.
2014 all flooring ,2018 entire building renovated with numerous interior & exterior upgrades, New roof and HVAC systems 2022

34. Select the approximate level of construction necessary to meet the building shell requirements:

☐ a. Improvements to the existing Building will be required to meet the Lease shell requirements.
 The total approximate construction cost to achieve Lease shell standards is: \$ _____

☒ b. The Building already meets all the Lease shell requirements; no improvements are necessary.

☐ c. The requirements of the Lease will be satisfied through the construction of a new building.

Land Site Size: _____ ☐ SF or ☐ Acres
 (Choose one) Total Land Costs: \$ _____

35. What are the Building's normal hours of operations for HVAC included in the Operating Costs?

Monday - Friday	Saturday	Sunday
Start 8:00 AM	Start	Start
End 5:00 PM	End	End

36. With regard to Fire Protection and Life Safety:

☒ a. The Property meets the Lease fire protection/life safety standards.

☐ b. The Property will be improved to meet the Lease fire protection/life safety standards.

☐ c. The Property does NOT meet the Lease fire protection/life safety standards and will NOT be upgraded.

37. With regard to Accessibility (Architectural Barriers Act Accessibility Standard - ABAAS):

☒ a. The Property meets the Lease accessibility standards.

☐ b. The Property will be improved to meet the Lease accessibility standards.

☐ c. The Property does NOT meet the Lease accessibility standards and will NOT be upgraded.

38. With regard to Asbestos-Containing Material (ACM): (Select all that apply)

☐ a. The Building contains no ACM.

☒ b. The Building contains undamaged, nonfriable ACM.

☐ c. The Building contains thermal system insulation ACM which is not damaged or subject to damage by routine operations.

☐ d. The Building contains ACM that does not fall within any of the above categories.

☐ e. The Building contains ACM; abatement will be completed prior to occupancy.

39. With regard to Flood Plains:

☐ a. The Property is in a base (100 year) floodplain.

☐ b. The Property is in a 500 year floodplain.

☒ c. The Property is NOT in a floodplain.

40. With regard to Seismic Safety of the Building:

- ☐ a. The RLP does NOT contain seismic requirements.
- ☒ b. The Building either fully meets RLP seismic requirements or meets an exemption.
- ☐ c. The Building will be retrofitted to meet RLP seismic requirements it does not currently meet.
- ☐ d. The Building will be constructed to meet RLP seismic requirements.
- ☐ e. The Building will NOT meet RLP seismic requirements.

41. With regard to ENERGY STAR®:

- ☐ a. The Property has received the ENERGY STAR® Label within the past twelve months.
Date (MM/DD/YYYY): _____
- ☐ b. The Property has NOT received the ENERGY STAR® Label within the past twelve months but falls into one of the following categories:
- ☐ i. New construction
- ☐ ii. Existing building that cannot obtain label due to insufficient occupancy
- ☒ iii. Meets one of the statutory exceptions below:
- ☐ (1) The agency would remain in the building it currently occupies.
- ☐ (2) The Lease would be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places
- ☒ (3) The Lease is for 10,000 RSF or less.

With regard to offerors falling into a statutory exception category above, the Offeror has evaluated energy efficiency and conservation improvements and has determined:

- ☐ (i) Cost effective improvements have been identified and are attached to this offer.
- ☐ (ii) There are no cost effective improvements. Supporting documentation is attached to this offer.

42. With regard to Historic Preference:

- a. Is the Building a Historic Property? ☐ YES ☒ NO
- b. Is the Building within an Historic District? ☐ YES ☒ NO

43. With regard to Historically Underutilized Business Zones (HUBZone) Price Evaluation Preference:

- ☐ a. I am a HUBZone Small Business Concern (SBC) Offeror and I elect to waive the price evaluation preference.
- ☐ b. I am a HUBZone SBC Offeror and I do NOT waive the price evaluation preference.
- ☒ c. I am NOT a HUBZone SBC Offeror. The question does not apply.

SECTION V - OWNER IDENTIFICATION AND OFFEROR CERTIFICATION

44. Recorded Owner Name County of Santa Barbara	45. Owner Street Address 260 N San Antonio Rd	46. City, State and 9-Digit ZIP Code Santa Barbara CA 93101	47. Unique Entity Identifier (UEI)
48. Offeror Name County of Santa Barbara	49. Offeror Street Address 260 N San Antonio Rd	50. City, State and 9-Digit ZIP Code Santa Barbara CA 93101	51. Contact Information a. Email realproperty@countyofsb.org b. Telephone 805.568.3070

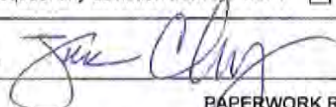
52. Offeror's Interest in the Property ☒ Owner (Offeror and Recorded Owner are the same person) ☐ Agent / Broker
☐ Other (Explain if Other is selected)

By submitting this offer, the offeror agrees to lease the premises described within the offer to the United States of America upon the Lease Contracting Officer's acceptance of the offer. The offeror acknowledges they have read and fully understand the Request for Lease Proposals and agrees to honor the terms and conditions specified in their offer and to full compliance with and acceptance of the Request for Lease Proposals and its attachments.

By signing this form, you acknowledge having read the RLP with attachments in its entirety. No deviations are allowed unless authorized by the Lease Contracting Officer (LCO).

53. Does your offer request any deviation from the RLP? ☐ NO ☒ YES - I request a deviation from the LCO

Offeror's Signature



Date Signed 14 MAR 2025

PAPERWORK REDUCTION ACT STATEMENT

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

SECTION VI - ADDENDUM

A. Step Rent

Shell Rent and Parking steps should be detailed if the initial amount stated in the Rent Table above does NOT remain the same for the full term of the Lease. Shell Rent step amounts should be stated in Annual Rent for the entire Leased space. Parking step rents should be stated as a dollar amount per space per month.

Rent Type	Beginning Year	Through Year	Amount Will Be (\$)	Per
Shell	2	3	\$342,255.00	Year
Shell	3	4	\$352,525.00	Year
Shell	4	5	\$363,100.00	Year
Shell	5	6	\$373,995.00	Year

Add a Step Rent

Remove a Step Rent

B. Renewal Options

Renewal Options are optional unless required by the RLP. Only renewal options that are required by the RLP will factor into the Government's financial analysis of the Offer.

Option Number	Duration in Years	Annual Shell Rate per RSF	Number of Days Notice to Exercise Option

Add an Option

Remove an Option

C. Additional Tax Parcel Information

Is the offered space part of multiple tax bills or multiple buildings on a single tax parcel? ☐ YES ☐ NO

If 'YES', use the boxes below to account for the total number of buildings, associated RSF, and tax parcel associated with the overall space offered to the Government. Attach the legal description(s) of the offered property/properties as part of your overall RLP submission.

Building	Building RSF	Tax Parcel	Tax Parcel ID Number

Add a Building/Tax Parcel

Remove a Building/Tax Parcel

D. Additional Remarks or Conditions with Respect to this Offer

Any deviations from the RLP requirements must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

EXHIBIT G

**Form 1217
Lessor's Annual Cost Statement
(Nov. 2016)**

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

OMB Control Number: 3090-0086

Expiration Date: 1/31/2026

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

1. Request for Lease Proposals (RLP)

2. Statement Date

County of Santa Barbara

03/07/2025

3. Rental Area (Square Feet)

3A. Entire Building

3B. Leased by Government

23,000

23,844

6,700

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

VA/Elections Building (County BLDG Code J02030)

4440 Calle Real

Santa Barbara CA 93110-1002

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

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

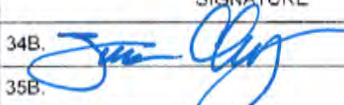
G. MISCELLANEOUS <i>(To the extent not included on Page 1)</i>			
22. Building Engineer and/or Manager		Priced in Shell	
23. Security <i>(Watchperson, guards, not janitors)</i>		Priced in Shell	
24. Social Security Tax and Workperson's Compensation Insurance			
25. Lawn and Landscaping Maintenance		Priced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

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

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

LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities, and ownership.

34. Signature of: ☒ Owner ☐ Legal Agent

TYPED NAME AND TITLE	SIGNATURE	DATE
34A. James Cleary Interim Real Property Manager	34B. 	34C. 14 March 2025
35A.	35B.	35C.

INSTRUCTIONS

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

ITEM NUMBER

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

SECTION I

ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

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

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

SECTION II

ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

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

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

EXHIBIT H

**Prelease Fire Protection
And
Life Safety Evaluation
Form 12000
(Part A & B) May 2015**

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

Fundamental Code Requirements

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

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PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement". Part A is applicable to offered space located below the 6th floor of the building.

I. BUILDING ADDRESS			
Building Name:	VA/Elections Building (County BLDG Code J02030)		
Building Address:	4440 Calle Real		
City:	Santa Barbara		
State:	CA		
9-Digit Zip Code:	93110-1002		
II. GENERAL BUILDING INFORMATION			
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:			
	Floor	2 ND FLR	
	Sq. Ft. Per Floor	6,700	
b. Identify the total number of floors in the building starting at the street floor:			Two
c. Identify the total number of floors in the building below the street floor:			Zero
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:			Two
III. OTHER USES IN BUILDING (Check All That Apply)			
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail <input type="checkbox"/> Parking Garage <input checked="" type="checkbox"/> Other Office Use
IV. AUTOMATIC FIRE SPRINKLER SYSTEM			
Please Check YES, NO, or N/A to the following questions:		YES	NO
a. Is an automatic fire sprinkler system installed throughout the building?		X	
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?		X	
V. FIRE ALARM SYSTEM			
Please Check YES, NO, N/A to the following questions:		YES	NO
a. Is a fire alarm system installed in the building?		X	
b. Is an emergency voice/alarm communication system installed in the building?		X	
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?		X	
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?		X	
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?			X
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department 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?		X	
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?		X	

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VI. EXIT SIGNS & EMERGENCY LIGHTING

Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?	X		
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	X		
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	X		

VII. ELEVATORS

Please Check YES, NO, or N/A to the following questions:	YES	NO	N/A
Are elevators installed in the building?	X		
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	X		
If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	X		

VIII. ADDITIONAL INFORMATION

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature:  Date: 3-14-25

Printed Name: Scott Hosking

Title: Facilities Operations & Manager III

Name of Firm: County of Santa Barbara General Services Department Capital Divisions Facilities Maintenance

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PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes a walk-through of the building and the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. *The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
- b. *Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
- c. *Upon completion of Part B, the Offeror must sign and date the "Offeror's Statement of Correction."*
- d. *The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.*

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1. General Information.
 - a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
 - b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
 - c. Identify the number of floors in the building (above and below grade).
 - d. Identify the approximate gross square footage per floor in the building.
 - e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
 - f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
 - g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.
2. Occupancy Classifications.
 - a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.
3. Building Construction.
 - a. Identify the building construction type.
4. Vertical Openings.
 - a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
 - b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.
5. Means of Egress.
 - a. Identify the number of enclosed exit stairs on each floor of the building.
 - b. For each exit stair, describe:
 - i. The clear width of each stair tread and location of measurement.
 - ii. The egress capacity of each exit stair.
 - iii. The location of where each exit stair discharges.
 - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.

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- v. Any penetrations into and openings through each exit stair enclosure assembly.
 - vi. Any headroom obstruction within each exit stair enclosure.
 - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
 - viii. The exit stair remoteness arrangement.
 - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
 - c. Identify and describe all exit doors that do not swing in the direction of exit travel.
 - d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
 - e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
 - f. Identify by location and describe any concern regarding the exit signage within the building.
 - g. Describe the building's emergency lighting system.
 - h. Identify and describe if emergency power is provided within the building.
 - i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.
6. Automatic Fire Suppression Systems.
- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
 - b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
 - c. Identify and describe any other fire suppression systems installed within the building.
 - d. Identify and describe the types of standpipes installed in the building.
 - e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
7. Fire Alarm System.
- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
 - b. Describe if the fire alarm system automatically notifies 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.
 - c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
 - d. Describe if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.
8. Elevators.
- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
 - b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
 - c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
 - d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

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STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

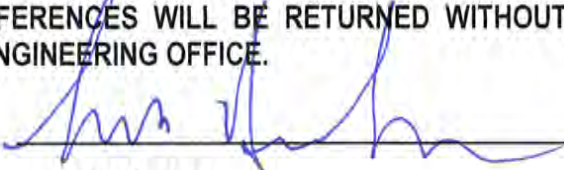
(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: _____ Date: _____
Printed Name: _____
Name of Firm: _____ Phone #: _____ () - _____
License Number: _____
Stamp Here: _____

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature:  _____ Date: 3-14-25
Printed Name: Scott Hosking
Title: Facilities Operations & Manager III
Name of Firm: County of Santa Barbara General Services Department Capital Divisions Facilities Maintenance

SYSTEM RECORD OF INSPECTION AND TESTING

Inspection/Test Start Date/Time: 01/16/2025

Inspection/Test Completion Date/Time: 01/16/2025

Supplemental Form(s) Attached: ☒ Yes ☐ No

1. PROPERTY INFORMATION

Name of property: Santa Barbara County VA - Elections Building

Address: 4440 Calle Real, Santa Barbara, CA 93110

Description of property: Office Building

Name of property representative: Traci Lohery

Address: 912 West Foster Road, Santa Maria, CA 93455

Phone: 805.934.6506

Fax:

E-mail: tlohery@countyofsb.org

2. TESTING AND MONITORING INFORMATION

Testing organization: Low Voltage Solutions, Inc.

Address: PO Box 25310, Ventura, CA 93002

Phone: 805-850-5412

Fax:

E-mail: james@lowvoltage-solutions.net

Monitoring organization: American Two-Way

Address: 7345 Varna Ave, N Hollywood, CA

Phone: 805-785-8098

Fax:

E-mail:

Account number: M100-0543

Phone line 1:

Phone line 2:

Means of transmission: Cell Communicator

Entity to which alarms are retransmitted: Santa Barbara Fire Dept.

Phone:

3. DOCUMENTATION

Onsite location of the required record documents and site-specific software:

FACP

4. DESCRIPTION OF SYSTEM OR SERVICE

4.1 Control Unit

Manufacturer: Honeywell

Model number: IFP-1000

4.2 Software Firmware

Firmware revision number: 6.66

4.3 System Power

4.3.1 Primary (Main) Power

Nominal voltage: 120VAC

Amps: 5

Location: PNL EA CRK 38

Overcurrent protection type: Circuit Breaker

Amps: 20

Disconnecting means location:

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SYSTEM RECORD OF INSPECTION AND TESTING *(continued)*

4. DESCRIPTION OF SYSTEM OR SERVICE *(continued)*

4.3.2 Secondary Power

Type: Sealed Lead Acid Batteries Location: FACP
 Battery type (if applicable): Sealed Lead Acid
 Calculated capacity of batteries to drive the system:
 In standby mode (hours): 24 In alarm mode (minutes): 5

5. NOTIFICATIONS MADE PRIOR TO TESTING

Monitoring organization	Contact: <u>ATW</u>	Time: <u>11:00am</u>
Building management	Contact: <u>Traci Lohery</u>	Time: <u>11:00am</u>
Building occupants	Contact: <u>Traci Lohery</u>	Time: <u>11:00am</u>
Authority having jurisdiction	Contact: <u>S3FD</u>	Time: <u>11:00am</u>
Other, if required	Contact: _____	Time: <u>11:00am</u>

6. TESTING RESULTS

6.1 Control Unit and Related Equipment

Description	Visual Inspection	Functional Test	Comments
Control unit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1st Floor telephone rm
Lamps/LEDs/LCDs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fuses	<input type="checkbox"/>	<input type="checkbox"/>	
Trouble signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Disconnect switches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Ground-fault monitoring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Supervision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Local annunciator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Remote annunciators	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RA-100 LOBBY
Remote power panels	<input type="checkbox"/>	<input type="checkbox"/>	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	

6.2 Secondary Power

Description	Visual Inspection	Functional Test	Comments
Battery condition	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12/2021
Load voltage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Discharge test	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Charger test	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Remote panel batteries	<input type="checkbox"/>	<input type="checkbox"/>	N/A

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SYSTEM RECORD OF INSPECTION AND TESTING *(continued)*

6. TESTING RESULTS *(continued)*

6.3 Alarm and Supervisory Alarm Initiating Device

Attach supplementary device test sheets for all initiating devices.

6.4 Notification Appliances

Attach supplementary appliance test sheets for all notification appliances.

6.5 Interface Equipment

Attach supplementary interface component test sheets for all interface components.

Circuit Interface / Signaling Line Circuit Interface / Fire Alarm Control Interface

6.6 Supervising Station Monitoring

Description	Yes	No	Time	Comments
Alarm signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12:00AM	
Alarm restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12:00AM	
Trouble signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12:00AM	
Trouble restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12:00AM	
Supervisory signal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12:00AM	
Supervisory restoration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12:00AM	

6.7 Public Emergency Alarm Reporting System

Description	Yes	No	Time	Comments
Alarm signal	<input type="checkbox"/>	<input type="checkbox"/>		N/A
Alarm restoration	<input type="checkbox"/>	<input type="checkbox"/>		N/A
Trouble signal	<input type="checkbox"/>	<input type="checkbox"/>		N/A
Trouble restoration	<input type="checkbox"/>	<input type="checkbox"/>		N/A
Supervisory signal	<input type="checkbox"/>	<input type="checkbox"/>		N/A
Supervisory restoration	<input type="checkbox"/>	<input type="checkbox"/>		N/A

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SYSTEM RECORD OF INSPECTION AND TESTING (continued)

7. NOTIFICATIONS THAT TESTING IS COMPLETE

Monitoring organization	Contact: <u>ATW</u>	Time: <u>12:00AM</u>
Building management	Contact: <u>Traci Lothary</u>	Time: <u>12:00AM</u>
Building occupants	Contact: <u>Traci Lothary</u>	Time: <u>12:00AM</u>
Authority having jurisdiction	Contact: <u>SBED</u>	Time: <u>12:00AM</u>
Other, if required	Contact: _____	Time: _____

8. SYSTEM RESTORED TO NORMAL OPERATION

Date: 01/16/2025 Time: 12:00AM

9. CERTIFICATION

This system as specified herein has been inspected and tested according to NFPA 72, 10th edition, Chapter 14.

Signed: <u>Kurtis Gabriel</u>	Printed name: <u>Kurtis Gabriel</u>	Date: <u>01/16/2025</u>
Organization: <u>Low Voltage Solutions</u>	Title: <u>Technician</u>	Phone: <u>805-850-5412</u>
Qualifications (refer to 10.5.3): <u>CSLB C10 - DIR and Factory certified</u>		

10. DEFECTS OR MALFUNCTIONS NOT CORRECTED AT CONCLUSION OF SYSTEM INSPECTION, TESTING, OR MAINTENANCE

Upon arrival the system was normal. We began by placing it on test and disabling the system. Once disabled we tested each smoke detector and pull station. All the devices functioned properly.

We also tested the horns and strobes. All the devices sounded and flashed properly.

System left normal.

10.1 Acceptance by Owner or Owner's Representative:

The undersigned accepted the test report for the system as specified herein:

Signed: _____	Printed name: <u>Traci Lothary</u>	Date: <u>01/16/2025</u>
Organization: <u>SB County General Services</u>	Title: <u>General Services Facilities</u>	Phone: <u>805.934.6506</u>

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by Honeywell

POINT LISTING

Point ID	Point Name	Point Type	Pass/Fail
33:001	Flr 1 Above Panel	Init:Addr:Detector:Photo	Pass
33:002	Flr 1 Corr at Restrm	Init:Addr:Detector:Photo	Pass
33:003	Flr 1 Corr Poll Ops	Init:Addr:Detector:Photo	Pass
33:004	Flr 1 Exit Poll Ops	Init:Addr:Switch:Manual Pull	Pass
33:005	Flr 1 Elev Lobby	Init:Addr:Detector:Photo	Pass
33:007	Flr 1 Corr at Breakr	Init:Addr:Detector:Photo	Pass
33:008	Flr 1 South Exit	Init:Addr:Switch:Manual Pull	Pass
33:009	Flr 1 Corr at Mail	Init:Addr:Detector:Photo	Pass
33:010	Flr 1 North Corridor	Init:Addr:Detector:Photo	Pass
33:011	Flr 1 North Corridor	Init:Addr:Detector:Photo	Pass
33:012	Flr 1 North Exit	Init:Addr:Switch:Manual Pull	Pass
33:013	Flr 1 Preaction alar	Init:Addr:Switch:Manual Pull	Pass
33:014	Flr 1 Preaction Trbl	Init:Addr:Switch:Supervisory	Pass
33:020	Flr 2 Central Corr.	Init:Addr:Detector:Photo	Pass
33:021	Flr 2 Central Corr.	Init:Addr:Detector:Photo	Pass
33:022	Flr 2 South Lobby	Init:Addr:Detector:Photo	Pass
33:023	Flr 2 Elev Lobby	Init:Addr:Detector:Photo	Pass
33:024	Flr 2 Elev Lobby	Init:Addr:Switch:Manual Pull	Pass
33:025	Flr 2 North Corr.	Init:Addr:Detector:Photo	Pass
33:027	Flr 2 Corr N. Lobby	Init:Addr:Detector:Photo	Pass
33:028	Flr 2 N. Corridor	Init:Addr:Detector:Photo	Pass
33:029	Flr 2 N. Corridor	Init:Addr:Detector:Photo	Pass
33:030	Flr 2 Center Corrido	Init:Addr:Detector:Photo	Pass
33:031	Flr 2 N. Stairwell	Init:Addr:Detector:Photo	Pass
33:032	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:033	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:034	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:035	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:036	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:037	Flr 2 South Lobby	Init:Addr:Switch:Manual Pull	Pass
33:038	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:039	Roof Duct Detectors	Init:Addr:Sup Det:Photo Duct (Duct Relay)	Pass
33:040	Mental Health Lobby	Init:Addr:Switch:Manual Pull	Pass
33:041	Mntal Hlth Back Cor	Init:Addr:Switch:Manual Pull	Pass
33:042	Mntal Hlth Back Cor	Init:Addr:Switch:Manual Pull	Pass
33:043	Mental Health Lobby	Init:Addr:Switch:Manual Pull	Pass
33:044	Mental Health Lobby	Init:Addr:Detector:Photo	Pass
33:045	Mental Hlth Bck Cor	Init:Addr:Detector:Photo	Pass
33:046	Mental Hlth Bck Cor	Init:Addr:Detector:Photo	Pass
33:047	VA Clinic N. Hallway	Init:Addr:Switch:Manual Pull	Pass
33:048	VA Clinic N. Hallway	Init:Addr:Switch:Manual Pull	Pass

DETECTOR STATUS

Account 5820: uploaded on 1/16/2025 11:46:02 AM

Legend:

Sen: Lists the smoke sensitivity in percent per foot obscuration or degrees F. which will cause an alarm.

ATL: Alarm Threshold. Analog value at which a sensor will indicate an alarm condition.

ACA: Average Clear Air. Same as the CAV except averaged and filtered over time.

MT: Maintenance Threshold. Analog value at which a point is in need of inspection or maintenance.

TT: Trouble Threshold. Analog value at which a point indicate a trouble condition.

CAV: Current Analog Value. Instantaneous analog value of the sensor.

CA%: Current Percent Alarm. Indicates how close the analog value is to alarm.

PCA/CO: Peak Clear Air. Indicates the highest analog value (CO in ppm) for the sensor.

PA%: Peak Percent Alarm. Same as the CA% except how close the peak value is to alarm.

Status: Normal: Detector requires no maintenance.

Cal Maint: Cleaning recommended. Detector is close to noncompliance.

Cal Trouble: Detector is not in compliance with NFPA 72 - needs cleaning, etc.

NFPA72: Yes means that the detector is within compliance of NFPA 72 requirements for a detector operating within its marked and listed sensitivity range.

No means it is not in compliance.

ID	Name	Type	Zn	Sen	ATL	ACA	MT	TT	CAV	CA%	PCA/CO	PA%	Status	NFPA72
33:001	Fir 1 Above Panel	Photo	1	3.5	173	62	83	94	62	0	65	2	Normal	Yes
33:002	Fir 1 Corr at Restrm	Photo	1	3.5	173	60	83	94	60	0	62	1	Normal	Yes
33:003	Fir 1 Corr Poll Ops	Photo	1	3.5	182	68	83	94	68	1	71	4	Normal	Yes
33:005	Fir 1 Elev Lobby	Photo	5	3.5	173	60	83	94	62	1	70	8	Normal	Yes
33:007	Fir 1 Corr at Breakr	Photo	1	3.5	180	67	83	94	65	0	72	4	Normal	Yes
33:009	Fir 1 Corr at Mail	Photo	1	3.5	177	63	83	94	62	0	73	8	Normal	Yes
33:010	Fir 1 North Corridor	Photo	1	3.5	175	63	83	94	64	0	72	8	Normal	Yes
33:011	Fir 1 North Corridor	Photo	1	3.5	170	62	83	94	60	0	65	2	Normal	Yes
33:020	Fir 2 Central Corr.	Photo	6	3.5	173	64	83	94	65	0	69	4	Normal	Yes
33:021	Fir 2 Central Corr	Photo	6	3.5	168	63	83	94	62	0	66	2	Normal	Yes
33:022	Fir 2 South Lobby	Photo	6	3.5	179	67	83	94	67	0	74	6	Normal	Yes
33:023	Fir 2 Elev Lobby	Photo	8	3.5	173	64	83	94	63	0	71	6	Normal	Yes
33:025	Fir 2 North Corr.	Photo	6	3.5	169	62	83	94	62	0	66	3	Normal	Yes
33:027	Fir 2 Corr N. Lobby	Photo	6	3.5	178	66	83	94	67	0	73	6	Normal	Yes
33:028	Fir 2 N. Corridor	Photo	6	3.5	177	68	83	94	67	0	74	5	Normal	Yes
33:029	Fir 2 N. Corridor	Photo	6	3.5	168	63	83	94	63	0	87	22	Normal	Yes
33:030	Fir 2 Center Corrido	Photo	6	3.5	176	64	83	94	64	0	67	2	Normal	Yes
33:031	Fir 2 N. Stairwell	Photo	6	3.5	176	63	83	94	62	0	67	3	Normal	Yes
33:032	Roof Duct Detectors	Sup. Photo	9	1.1	102	64	83	94	64	0	68	10	Normal	Yes
33:033	Roof Duct Detectors	Sup. Photo	9	1.1	100	63	83	94	64	2	79	43	Normal	Yes
33:034	Roof Duct Detectors	Sup. Photo	9	1.1	99	64	83	94	63	0	66	5	Normal	Yes
33:035	Roof Duct Detectors	Sup. Photo	9	1.1	98	64	83	94	64	0	74	29	Normal	Yes
33:036	Roof Duct Detectors	Sup. Photo	9	1.1	98	63	83	94	63	0	77	40	Normal	Yes
33:038	Roof Duct Detectors	Sup. Photo	9	1.1	117	82	83	94	80	0	92	28	Normal	Yes
33:039	Roof Duct Detectors	Sup. Photo	9	1.1	99	62	83	94	62	0	71	24	Normal	Yes
33:044	Mental Health Lobby	Photo	11	3.5	169	58	83	94	57	0	60	1	Normal	Yes
33:045	Mental Hlth Bck Corr	Photo	11	3.5	169	58	83	94	58	0	60	1	Normal	Yes
33:046	Mental Hlth Bck Corr	Photo	11	3.5	169	58	83	94	58	0	61	2	Normal	Yes

EXHIBIT I

Security Unit Price List FSL II (Oct 2024)

INSTRUCTIONS TO THE LEASING SPECIALISTS: THIS SPREADSHEET REFLECTS THE BASELINE SET OF SECURITY PARAGRAPHS. EACH PARAGRAPH IN THE SECURITY SECTION WILL HAVE A CORRESPONDING LINE. IF THE SECURITY SECTION IS ADJUSTED BY ADDING OR DELETING PARAGRAPHS THE SPREADSHEET MUST BE CHANGED ACCORDINGLY.

SECURITY UNIT PRICE LIST (FSL II)

LEASE NUMBER [INSERT LEASE #]

[INSERT DATE]

[INSERT CLIENT NAME]

[INSERT CITY and STATE]

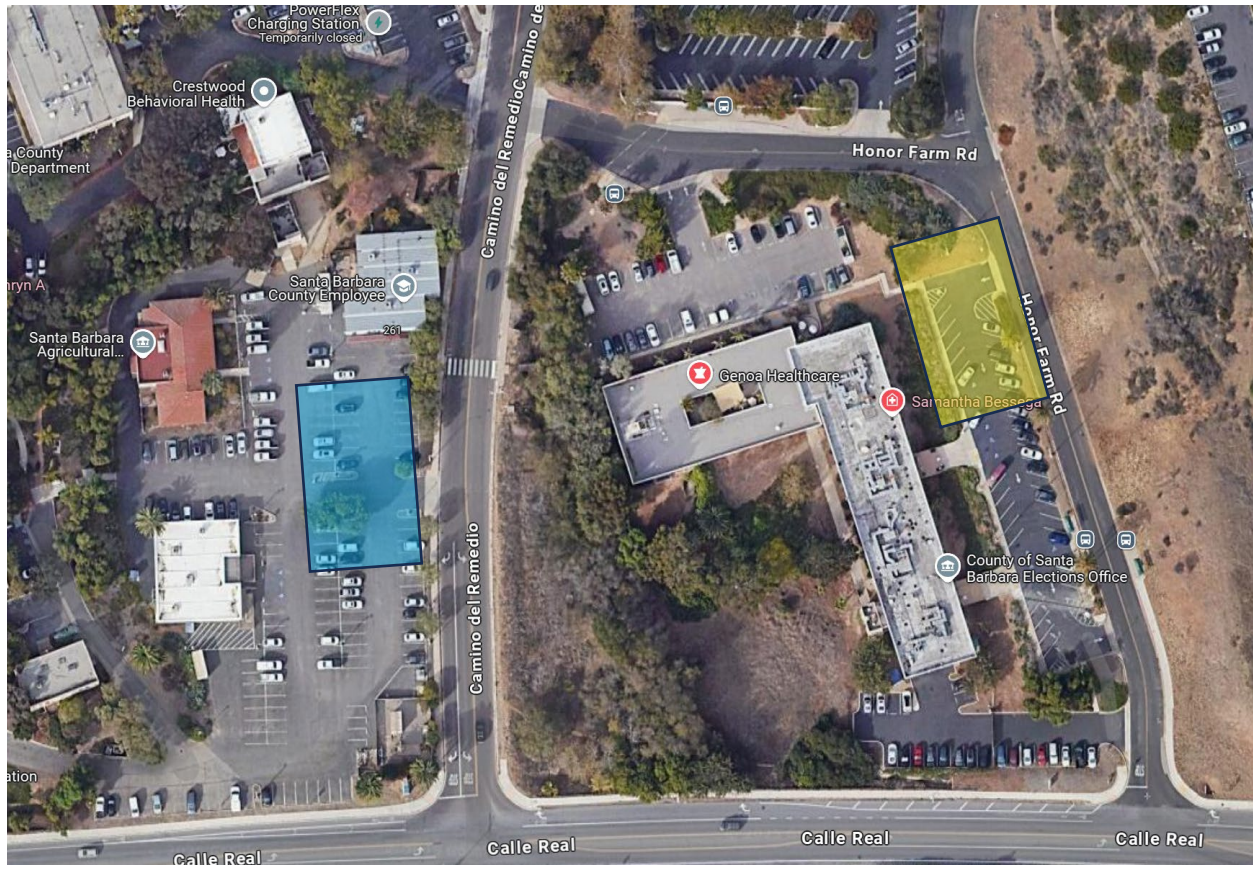
To be filled out post-award

The Building Specific Amortized Capital (BSAC) amount under the Lease represents an estimate of the possible countermeasures outlined under the Security Requirements section of the lease. The actual BSAC amount shall be determined after the final design. Using this form, the Lessor shall quote unit prices on all security countermeasures identified in the Lease, as reflected in the final Design Intent Drawings (DIDs) and Construction Documents (CDs). These unit costs shall be subject to further negotiation, prior to issuance of a 'Notice To Proceed' for the security improvements. Refer to 'Security Standards' attachment to the Lease for additional details. Input 'Unit Price' and 'Quantity' figures for BSAC items (light blue) and the total will automatically be calculated for that row. Items designated as 'Priced in Shell', 'Priced in Tenant Improvements', or 'Government Provided' are included on this form to align with the full requirements of the 'Security Standards' attachment, but should not be priced on this document. SHELL and TI costs should be included on a 'TICS' form if one has been provided by the Government. Lease-specified overhead fees on the BSAC amount can likewise be calculated on the TICS form by transferring the BSAC 'Total Costs' calculated at the bottom of this worksheet to the TICS form according to the instructions on that document.

Lease Security Standards Section		Unit Price	Quantity	Total
I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS				
A.	<u>FACILITY ENTRANCES AND LOBBY</u>			
1.	EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)			Priced in Shell
B.	<u>SCREENING REQUIREMENTS</u>			
1.	ACCOMODATION OF RETAIL/MIXED USE SPACE (SHELL)			Priced in Shell
C.	<u>COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS</u>			
1.	PUBLIC RESTROOM ACCESS (SHELL)			Priced in Shell
2.	SECURING CRITICAL AREAS (SHELL)			Priced in Shell
3.	VISITOR ACCESS CONTROL (SHELL)			Priced in Shell
4.	PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS			N/A
4a.	RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS			
4b.	RESTRICT CONTACT FROM MAIL AREAS WITH PRIMARY VERTICAL LOAD MEMBERS			
II. INTERIOR (GOVERNMENT SPACE)				
A.	IDENTITY VERIFICATION (SHELL)			Priced in Shell
B.	FORMAL KEY CONTROL PROGRAM (SHELL)			Priced in Shell
III. SITES AND EXTERIOR OF THE BUILDING				
A.	<u>SIGNAGE</u>			
1.	POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)			Priced in Shell
2.	POSTING OF REGULATORY SIGNAGE (SHELL)			Priced in Shell
B.	<u>LANDSCAPING AND ENTRANCES</u>			
1.	LANDSCAPING REQUIREMENTS (SHELL)			Priced in Shell

2.	HAZMAT STORAGE (SHELL)	Priced in Shell	
3.	PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)	Priced in Shell	
C.	<u>PARKING</u>		
1.	PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)	Priced in Shell	
IV. SECURITY SYSTEMS			
A.	<u>SECURITY SYSTEM TESTING & MAINTENANCE CRITERIA</u>	Government Responsibility	
B.	<u>VIDEO SURVEILLANCE SYSTEM (VSS)</u>		
	LESSOR PROVIDED DESIGN AND INSTALLATION	Government Responsibility	
	GOVERNMENT PROVIDED SCOPE, PRODUCT, AND INSTALLATION	Government Provided	
C.	<u>INTRUSION DETECTION SYSTEM</u>		
	LESSOR PROVIDED DESIGN AND INSTALLATION		\$ -
	GOVERNMENT PROVIDED SCOPE, PRODUCT, AND INSTALLATION	Government Provided	
D.	<u>DURESS ALARM</u>		
	LESSOR PROVIDED DESIGN AND INSTALLATION	Government Responsibility	
	GOVERNMENT PROVIDED SCOPE, PRODUCT, AND INSTALLATION	Government Provided	
E.	<u>SECURITY SYSTEMS DESIGN</u>	Government Provided	
V. STRUCTURE			
A.	<u>WINDOWS</u>		
	LOCK GROUND FLOOR WINDOWS (BSAC- IDS Monitoring)	Priced in Shell Monitoring Government Provide	
B.	<u>BUILDING SYSTEMS</u>		
1.	EMERGENCY GENERATOR PROTECTION (T.I.)	Priced in Tenant Improvements	
2.	SECURE AIR INTAKE GRILLES	Priced in Shell	
VI. OPERATIONS AND ADMINISTRATION			
A.	FACILITY SECURITY COMMITTEE (FSC) - (SHELL *)	Priced in Shell	
B.	ACCESS TO BUILDING INFORMATION (SHELL *)	Priced in Shell	
C.	CONSTRUCTION SECURITY PLAN (SHELL)	Priced in Shell	
VII. CYBERSECURITY (SHELL *)			
	CYBERSECURITY REQUIREMENTS OUTLINED IN SECTIONS A-C (SHELL *)	Priced in Shell	
TOTAL COSTS		\$	-

Exhibit J



- VA will have 10 reserved spaces in the “yellow” area in front of the clinic
- VA will have a proportionate share of unreserved spaces in the “blue” area.

____ Gov Initial

____ Lessor Initial

EXHIBIT K

Representations and Certifications (GSA 3518)

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 36C24W25R0023	Dated 12/13/2024
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____]*
- Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

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- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:]*

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:]*

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)


(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

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or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is [] is not [X] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is [] is not [X] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
James Cleary
[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

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- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because: _____
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;

INITIALS:  & _____
LESSOR GOVERNMENT

☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- | | |
|---|---|
| <input type="checkbox"/> Sole proprietorship; | <input checked="" type="checkbox"/> Government entity (Federal, State, or local); |
| <input type="checkbox"/> Partnership; | <input type="checkbox"/> Foreign government; |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt); | <input type="checkbox"/> Other _____ |

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

10. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS:  & _____
LESSOR GOVERNMENT

11. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

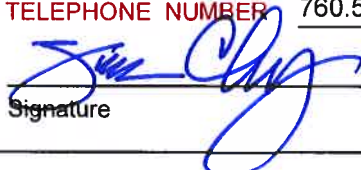
DUNS Number _____

12. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	
	NAME	James Cleary
	STREET	260 N San Antonio Rd
	CITY, STATE, ZIP	Santa Barbara CA 93110
	TELEPHONE NUMBER	760.568.3070
	Signature	Date
		14 MAR 2025

INITIALS:  & _____
LESSOR GOVERNMENT

EXHIBIT L

FAR 52.204-24
Representation Digital
(Nov. 2021)

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and


(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) County of Santa Barbara 260 N San Antonio Rd Santa Barbara CA 93110-1004	TELEPHONE NUMBER (805) 569-3070
	 Signature	<u>14 MAR 2025</u> Date

Offeror Will Not Provide Any Telecommunications and Video Surveillance Services or Equipment

EXHIBIT M

Infection Control Risk Assessment Guidelines ICRA–VISN 22

EXHIBIT M

INFECTION CONTROL RISK ASSESSMENT GUIDELINES – VA DESERT PACIFIC HEALTHCARE NETWORK

Identify the Type of Construction Project Activity (Types A-D)

A	Non-invasive activities, including, but not limited to: a. Removal of ceiling tiles where no dust or asbestos is expected b. Painting, but not sanding c. Wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection
B	Small scale, short duration activities which create minimal dust, including but not limited to: a. Installation of electrical, plumbing, HVAC, telephone and computer cabling b. Access to chase spaces where asbestos is not present c. Cutting of walls or ceiling where dust migration can be controlled.
C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies, including but not limited to: a. Sanding of surfaces for painting or wall covering b. Removal of floor coverings, ceiling tiles, and casework c. New wall construction d. Minor duct work or electrical work above ceilings e. Major cabling activities f. Any type A, B or C activity that cannot be completed within a single work shift.
D	Major demolition and construction projects, including but not limited to: a. Activities requiring heavy demolition or removal of a complete utility or cabling system b. New construction and renovation. c. Friable asbestos and mold abatement projects.

Identify the Patient Risk Group that will be affected. If more than one risk group will be affected, select the higher group. For all construction classes, patients must be removed from the room while work is performed.

Low	Medium	High	Highest Risk
All outpatient clinics, offices areas, administrative and industrial spaces.	All non-critical inpatient areas, cardiology, echocardiography, endoscopy, nuclear medicine, rehabilitation medicine, radiology, MRI, respiratory therapy, dry research labs.	DOU, emergency room, clinical laboratory, wet lab research, ambulatory surgery, pharmacy, surgical and medical inpatient beds, procedure center.	Immunocompromised patient area, cath lab, SPD, ICU, occupied, negative pressure rooms, PACU operating rooms.

Match the Patient Risk Group with the Construction Project Type (A, B, C, D) to find the Class of Precautions (I – V)

Patient Risk Group	Construction Project Type			
	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk	I	II	III	V
Medium Risk	I	II	IV	V
High Risk	I	II	IV	V
Highest Risk	II	III	V	V

Lessor:  Govt: _____

Description of Required Infection Control Precautions by Class

Class		During Construction Project	Upon Completion of Project
Class I		<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace ceiling tile if displaced. 	
Class II		<ol style="list-style-type: none"> 1. High Risk patients must remain out of room for one hour after completion of work and cleanup. 2. Execute work by methods to minimize raising dust. 3. Immediately replace ceiling tile if displaced. 	<ol style="list-style-type: none"> 1. Remove all visible debris with a wet towel and/or mop. 2. Housekeeping to wipe work surfaces and floors with disinfectant.
Class III		<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust. 2. Immediately replace ceiling tile if displaced 3. Provide active means to prevent airborne dust from dispersing into atmosphere. 4. Water-mist work surfaces to control dust while cutting. 5. Seal unused doors with duct tape. 6. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers 	<ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 3. Open previously sealed HVAC registers and grills. 4. Housekeeping to wipe work surfaces and floors with disinfectant.
Class IV		<ol style="list-style-type: none"> 1. Install plastic dust barriers to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 2. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 3. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 4. Place dust mat at entrance and exit of work area. 5. Cover construction waste before transport in covered containers. 6. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis. 	<ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and vacuum with HEPA filtered vacuum. 3. Do not remove barriers from work area until a Health System responsible person inspects completed project. 4. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 5. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 6. Remove isolation of HVAC system in areas where work was being performed. 7. Housekeeping to wipe work surfaces and floors with disinfectant.
Class V		<ol style="list-style-type: none"> 1. Construct gypsum board/metal stud dust partition, extend and seal to ceiling. 2. Isolate HVAC system within work areas to prevent contamination of duct system. 3. Seal doors opening to adjacent areas with duct tape. 4. Block off and seal HVAC registers, grills and any openings in ductwork to remain. 5. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 6. Place dust mat at entrance and exit of work area. 	<ol style="list-style-type: none"> 1. Cover construction waste before transport in covered containers. 2. Wet mop and vacuum with HEPA filtered vacuum. 3. Do not remove barriers from work area until a Health System responsible person inspects completed project. 4. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction. 5. Wet mop and vacuum with HEPA filtered vacuum before leaving work area. 6. Remove isolation of HVAC system in areas where work was being performed. 7. Housekeeping to wipe work surfaces and floors with disinfectant.

Lessor

Govt.

Exhibit K

7. Cover construction waste before transport in covered and sealed containers. Biohazards to be double bagged.	
8. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis.	
9. Provide monitoring and clearance samples for mold/asbestos.	

INFECTION CONTROL CONSTRUCTION PERMIT FOR CLASS IV AND V PRECAUTIONS

Location of Activity:	Project Start Date:
Project Coordinator:	Estimated Duration:
Contractor Performing Work:	Permit Expiration Date:
Supervisor:	Telephone:

Construction Type:		Risk Group:	Precaution Class:
Class I		1. Execute work by methods to minimize raising dust from construction operations	2. Immediately replace ceiling tile if displaced 3. Clean work area upon completion of task
Class II		1. High Risk patients must remain out of room for one hour after completion of work and cleanup 2. Execute work by methods to minimize raising dust	3. Immediately replace ceiling tile if displaced 4. Remove all visible debris with a wet towel and/or mop. 5. Housekeeping to wipe work surfaces and floors with disinfectant
Class III		1. Execute work by methods to minimize raising dust. 2. Immediately replace ceiling tile if displaced 3. Provide active means to prevent airborne dust from dispersing into atmosphere. 4. Water-mist work surfaces to control dust while cutting. 5. Seal unused doors with duct tape. 6. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system.	7. Place dust mat at entrance and exit of work area. 8. Cover construction waste before transport in covered containers 9. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 10. Open previously sealed HVAC registers and grills. 11. Housekeeping to wipe work surfaces and floors with disinfectant.
Class IV		1. Obtain infection control permit before construction begins. 2. Install plastic dust barriers to seal area from non-work area or implement	7. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis using the Risk Assessment and Exposure Control

	control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Isolate HVAC system in areas where work is being performed to prevent contamination of duct system. 4. Maintain negative pressure within work site utilizing HEPA equipped air filtration units. 5. Place dust mat at entrance and exit of work area. 6. Cover construction waste before transport in covered containers.	<p>Checklist:</p> <p>8. Wet mop and vacuum with HEPA filtered vacuum.</p> <p>9. Do not remove barriers from work area until a Health System responsible person inspects completed project.</p> <p>10. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction</p> <p>11. Wet mop and vacuum with HEPA filtered vacuum before leaving work area.</p> <p>12. Remove isolation of HVAC system in areas where work was being performed.</p> <p>13. Housekeeping to wipe work surfaces and floors with disinfectant.</p> <p>14. Complete daily log documenting work activity and completion of remedial and preventive procedures required</p>
Class V	<p>1. Obtain infection control permit before construction begins.</p> <p>2. Construct gypsum board/metal stud dust partition, extend and seal to ceiling.</p> <p>3. Isolate HVAC system within work areas to prevent contamination of duct system.</p> <p>4. Seal doors opening to adjacent areas with duct tape.</p> <p>5. Block off and seal HVAC registers, grills and any openings in ductwork to remain.</p> <p>6. Maintain negative pressure within work site utilizing HEPA equipped air filtration units.</p> <p>7. Place dust mat at entrance and exit of work area.</p> <p>8. Cover construction waste before transport in covered containers.</p> <p>9. All work associated with a major project that has an approved ICRA authorization form will be assessed on an individual basis using the Risk Assessment and Exposure Control Checklist</p>	<p>10. Wet mop and vacuum with HEPA filtered vacuum.</p> <p>11. Cover construction waste before transport in covered and sealed containers. Biohazards to be double bagged.</p> <p>12. Provide monitoring and clearance samples for mold/asbestos.</p> <p>13. Do not remove barriers from work area until a Health System responsible person inspects completed project.</p> <p>14. Remove barrier materials carefully to minimize spread of dirt and debris associated with construction.</p> <p>15. Wet mop and vacuum with HEPA filtered vacuum before leaving work area.</p> <p>16. Remove isolation of HVAC system in areas where work was being performed.</p> <p>17. Housekeeping to wipe work surfaces and floors with disinfectant.</p> <p>18. Complete daily log documenting work activity and completion of remedial and preventive procedures required</p>

Exceptions or additions to this permit are noted on the attached page.

☐

Yes

☐

No

Permit Requested By:

Date:

Approval By Service Affected:

Date:

Approval by Safety Officer/IH:

Date:

Approval by Infection Control:

Date:

Lessor:

Govt:

Exhibit K

VA Department of Veterans Affairs

DAILY LOG - FORMAL CONTRACT

STATION:

PROJECT TITLE

NAME OF CONTRACTOR

DATE

CONTRACT NUMBER

DAY OF WEEK

PROJECT NUMBER

WEATHER

TEMPERATURE

BRANCH OF WORK

**SKILLED
WORKERS**

**UNSKILLED
WORKERS**

**LOCATION AND DESCRIPTION
OF WORK**

DELIVERY OF MATERIALS:

REMARKS:

Barrier installed

Isolate HVAC

Seal Doors

Maintain negative pressure

Dust mat at entrance to work area

Cover construction waste for transport

Wet mop, HEPA vacuum and inspection prior to barrier removal

Remove construction barrier

Wet mop and HEPA vacuum

Reinstate HVAC

Wipe work surfaces with disinfectant

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

☐ YES ☐ NO ☐ N/A

Signature of Project
Manager

Lessor:  Govt: _____

Exhibit K

VA Department of Veterans Affairs	
DAILY LOG - SAFETY/ILSM CHECKLIST	STATION:
PROJECT TITLE	NAME OF CONTRACTOR
DATE	CONTRACT NUMBER
DAY OF WEEK	PROJECT NUMBER
Interim Life Safety Measure / Hazard Surveillance Means of egress is clear in construction and adjacent areas. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Access for the fire department and emergency services is clear. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Note the status of the fire detection/sprinkler system Fire sprinkler system is active. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Fire alarm system is active. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Smoke detectors are active. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Temporary systems are in place <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Construction partitions are being maintained and are smoketight. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Good housekeeping practices are being maintained. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Exterior balconies, corridors, and stairways clear of storage <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Flammables & combustibles kept to a minimum and in proper containers. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Buildings, grounds, and equipment are maintained in a safe manner. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Smoking regulations are being followed. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Fire extinguisher are readily available in construction area. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Hot work permit issued <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Work site inspected after hot work <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	
Other Environmental Considerations / Hazard Surveillance Caution/ danger signs and barricades in place where needed. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Lock out/tagout in place <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Extension cords protected/disconnected at end of day. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Dust barriers maintained. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A MSDS maintained on site and products labeled. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Asbestos is properly controlled and interstitial doors are closed & locked. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Area is secured from public and at the end of the day. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Odors from construction operations are cleared. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Safety and temporary signage is in place. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Emergency recall numbers left at work site. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Utility systems returned to operation in occupied areas. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Construction storage/field offices maintained and secured. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Excavations properly barricaded. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A All external openings in walls/roof are sealed from inclement weather <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Exterior storm drains flushed and cleared of debris <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Subcontractors aware/trained in safety/environmental issues <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A HEPA unit in place, functioning, and on E Power <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A Environmental monitoring for mold <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	
Inspected by:	

VA Desert Pacific Healthcare System

Project: _____

Date: ____

Hazard	Concern? Y/N	Control Measure	Remarks
Asbestos			
Dust			
Moisture/water leaks			
Vapors/fumes			
Noise			
Vibration			
Air pressure relationships			
Traffic flow			
Open outside walls			
Impact to levels above and below			
Proximity of air intakes			
Pest control within construction area			
Proximity of immune suppressed patients			

Approval Signatures:

Project Manager: _____

Chief Engineering Section: _____

Infection Control: _____

Industrial Hygienist: _____

Contractor: _____

Service/Section/Program Chief: _____

Control Measures

Asbestos

1. Contractor has hired an asbestos abatement contractor for control and cleanup.
2. VA to hire independent IH to inspect and clear area for re-occupancy based on monitoring and/or professional judgment.
3. Published asbestos protocol to be followed for work thru ceiling.
4. Published asbestos protocol to be followed for work above ceilings.
5. Perimeter barrier will be constructed in the interstitial space to isolate the construction area with other areas in the interstitial.
6. Project area will be encased with spray applied hard surface encasement material.
7. Provide mini containments under negative air in public areas.
8. Sealed gypsum board barrier will be constructed to isolate the construction area from the public.
9. Transit Panels will be removed which is considered Class B removal

Dust

1. Sealed gypsum board barrier will be constructed to isolate the construction area from the public.
2. Trash carts will be covered when transported thru the building.
3. Provide negative air machine exhausted to outside.
4. Provide mini containments under negative air in public areas.
5. Provide negative air machine in space as air scrubber.
6. Provide walk off mats at entrances to work area
7. Perimeter barrier will be constructed in the interstitial space to isolate the construction area with other areas in the interstitial.

Moisture Water Leaks

1. Contain any water from core drilling activities.
2. Dike any floor penetrations to minimize risk of leaks from construction zone.

Vapors/Fumes

1. Use of products with low VOC's.
2. Provide negative air in construction zone exhausted to outside away from intakes.
3. Seal work area airtight barrier.
4. Cut all metal outside the building.
5. Seal any floor penetrations to minimize risk of fumes thru construction zone.
6. Shut down air handler to minimize infiltration of fumes from outside.

Noise

1. Schedule demolition work after normal work hours.
2. Cut all metal outside the building.

Vibration

1. Schedule demolition work after normal work hours.
2. Coordinate with occupants in surrounding areas to explain the work occurring

Air Pressure Relationships

1. Provide negative air during asbestos abatement.
2. Provide negative air during construction
3. Seal off supply and exhaust HVAC registers.
4. Provide anti room under negative pressure at entrance to project zone.

Traffic Control

1. Access construction area via exterior door.
2. Schedule delivery of large quantities of material and demolition haul out after hours.

Open Outside Walls

1. Construct temporary outside wall to limit the infiltration of wind, air, and temperature differences into the project site.

Impact to Levels Above and Below

1. Coordinate with occupants in surrounding areas to explain the work occurring.
2. Follow asbestos protocol when doing under floor work
3. Vacate areas when doing below floor work off of the catwalk.

Proximity of Air Intakes

1. Shut down air handlers to reduce infiltration of fumes from exterior activities such as painting, gasoline powered engines, roofing operations, equipment, etc.

Pest Control Within Construction Area

1. Provide barriers to any open outside walls
2. Contact Pest Controller if any evidence of pests are found during the course of the work.

Proximity of immune suppressed patients

1. Relocate patients away from construction zone for entire project.
2. Relocate patients away from construction zone during demolition operations.

EXHIBIT N

ADA Certification

ADA Certification

HANDICAPPED ACCESSIBILITY:

By submission of this offer, the lessor certifies that all requirements set forth in the Solicitation for Offers will be met unless otherwise stated.

 All sections will be met

 X All sections not be met (please specify below)

Due to the existing topography of the location of the building was constructed and the age of the building, the exact minimum widths and slope percentages may not be met. All Government leased areas, possibly excluding storage areas, are handicap accessible.