

**LEASE NO. GS-~~XX~~P-  
LXXXXXXXX**

**INSTRUCTIONS TO LEASING SPECIALIST:** DELETE RED TEXT BELOW (INSTRUCTIONS TO OFFERORS) PRIOR TO FINALIZING LEASE DOCUMENT. ADDITIONAL RED Xs OR BLANKS THROUGHOUT THE DOCUMENT INDICATE REQUIRED INFORMATION TO BE INPUT BY THE LEASING SPECIALIST – CHANGE RED TEXT TO BLACK TEXT AFTER INPUT IS COMPLETE.

**INSTRUCTIONS TO OFFEROR:** Do not attempt to complete this lease template (GSA Lease Template L100A, hereinafter Lease Template). GSA will transcribe the apparent lowest Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Form 1364, (hereinafter Lease Proposal Form) into a Lease Template, and transmit the completed Lease Template, together with appropriate attachments, to the Offeror for execution.

A. This Lease is made and entered into between

**Lessor's Name** [INSERT LESSOR'S FULL LEGAL NAME EXACTLY AS PROVIDED BY LESSOR AND REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM).]

THE TEMPLATE ASSUMES THE LESSOR OWNS THE PROPERTY. HOWEVER, IF THERE ARE ANY UNUSUAL SITE-CONTROL ISSUES, SUCH AS SUBLEASES, GROUND LEASES, ETC., PLEASE CONSULT WITH REAL ESTATE ACQUISITION DIVISION SUBJECT MATTER EXPERTS AND REGIONAL COUNSEL, AS NEEDED. IN THE RARE INSTANCE OF A LEASE AWARD CONTINGENT UPON THE LESSOR'S SUBSEQUENT PURCHASE OF THE PROPERTY, YOU MUST SEEK REGIONAL COUNSEL'S ADVICE ON DRAFTING ADDITIONAL "CONTINGENCY" LANGUAGE THAT PROTECTS THE GOVERNMENT'S INTERESTS.

(Lessor), whose principal place of business is [ADDRESS], [INSERT LESSOR'S ADDRESS] and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), 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

[Address]

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

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

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

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. 3090-0163.

and more fully described in Section 1 and Exhibit **XX**, 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**

**ACTION REQUIRED: THERE ARE 2 VERSIONS OF THIS INTRODUCTORY PHRASE. THIS FIRST OPTION IS THE DEFAULT LANGUAGE FOR ALL OTHER THAN SUCCEEDING LEASES. LEASING SPECIALIST TO INPUT THE REQUIRED LEASE TERM**

**VERSION 1:**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**VERSION 2:**

**ACTION REQUIRED: INCLUDE THIS INTRODUCTORY PHRASE FOR SUCCEEDING LEASE. LEASING SPECIALIST TO INPUT THE ESTIMATED LEASE TERM COMMENCEMENT DATE (THE NEXT DAY AFTER THE CURRENT LEASE EXPIRES).**

**NOTE: LANGUAGE ALSO ALLOWS FOR LATER ACCEPTANCE, IN INSTANCES WHERE WORK MUST BE COMPLETED PRIOR TO ACCEPTANCE.**

**ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED LEASE TERM.**

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

**X Years, X Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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## INSTRUCTIONS FOR CREATING SLAT LEASE AND RLP DOCUMENTS

ALL INSTRUCTIONS FOR CREATING THESE DOCUMENTS ARE TYPED IN BLUE HIDDEN TEXT. YOU SHOULD CREATE THE DOCUMENTS WITH THE HIDDEN TEXT SHOWING, AND THEN [TURN OFF] AND CONVERT THE FINISHED DOCUMENT TO A PDF TO POST TO SAM.GOV

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE LEASE REFORM TEMPLATES ARE LOCATED ON THE NATIONAL OFFICE OF LEASING GOOGLE SITE.

### HOW TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

1. CLICK ON “FILE” AT THE FAR LEFT TOP OF THE COMPUTER SCREEN.
2. CLICK ON “OPTIONS” UNDER “HELP” ON THE DROP DOWN MENU.
3. CLICK ON “DISPLAY” ON THE LEFT SIDE OF THE POP UP BOX.
4. IN THE RIGHT-HAND COLUMN, UNDER “ALWAYS SHOW THESE FORMATTING MARKS ON THE SCREEN,”—IF THERE IS NO CHECKMARK IN THE “HIDDEN TEXT” BOX—CLICK ON THE “HIDDEN TEXT” BOX. NOTE: A CHECKMARK WILL APPEAR IN THE BOX.
5. CLICK ON “OK.” TO CLOSE OUT THE WORD OPTIONS SCREEN.

**TO TURN OFF HIDDEN TEXT:** FOLLOW INSTRUCTIONS (1) THRU (5), ABOVE. WHEN YOU CLICK ON THE “HIDDEN TEXT” BOX, THE CHECKMARK WILL DISAPPEAR AND THE HIDDEN TEXT WILL NOT SHOW ON SCREEN OR IN PRINTED VERSIONS OF THE LEASE.

**TO INPUT DATA:** IF A PARAGRAPH HAS BOLD RED Xs, A DOLLAR SIGN (\$) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (\_\_\_\_), INPUT THE REQUIRED INFORMATION.

### TO DELETE AND MODIFY PARAGRAPHS\*

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING “ACTION REQUIRED,” “OPTIONAL,” OR “NOTE.” MANDATORY PARAGRAPHS MAY ONLY BE ALTERED AT THE DISCRETION OF THE LCO ONLY AFTER CONSULTATION WITH REGIONAL COUNSEL AND THE APPROPRIATE SUBJECT MATTER EXPERT, E.G., REGIONAL FIRE PROTECTION ENGINEER, REGIONAL ENVIRONMENTAL QUALITY ADVISOR, REGIONAL HISTORIC PRESERVATION OFFICER, BUT THE MANDATORY PARAGRAPHS MUST CONTAIN SUBSTANTIALLY THE SAME INFORMATION. IF IT IS DETERMINED TO DELETE A PARAGRAPH OR SUB-PARAGRAPH, TAKE THE FOLLOWING STEPS:

#### TO DELETE A PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY SELECT THE PARAGRAPH TEXT. (NOTE: DO NOT SELECT THE PARAGRAPH NUMBER)
2. CLICK ON THE DELETE KEY TO DELETE THE TEXT.
3. YOU HAVE A CHOICE REGARDING THE TITLE. YOU MAY EITHER STRIKE THROUGH THE TITLE AND ADD THE WORDS “INTENTIONALLY DELETED” AFTER THE STRICKEN TITLE, OR YOU MAY DELETE THE TITLE AND REPLACE IT WITH “INTENTIONALLY DELETED.” IN EITHER CASE, LEAVE THE PARAGRAPH NUMBER INTACT SO THE PARAGRAPH NUMBERING WILL REMAIN THE SAME FOR THE PARAGRAPHS THAT FOLLOW.
4. TO STRIKE THROUGH THE TITLE, USING YOUR CURSOR, CAREFULLY SELECT THE PARAGRAPH TITLE. (NOTE: DO NOT SELECT THE PARAGRAPH NUMBER.) CLICK ON THE “STRIKETHROUGH” KEY (abc). THEN PLACE THE CURSOR TO THE RIGHT OF THE STRUCK-OUT PARAGRAPH TITLE AND TYPE “INTENTIONALLY DELETED.” NOTE: THE TEXT WILL BE DELETED AND THE PARAGRAPH NUMBER AND STRUCK-OUT TITLE WILL REMAIN.

EXAMPLE: 2.05 ~~OPERATING COST ADJUSTMENT~~ INTENTIONALLY DELETED

5. ALTERNATELY, YOU MAY DELETE THE TITLE ALTOGETHER. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. **OVERTYPE** WITH THE WORDS "INTENTIONALLY DELETED."

**EXAMPLE: 2.05 INTENTIONALLY DELETED**

#### **TO DELETE A SUB-PARAGRAPH—**

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TEXT. **NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER, LETTER, OR TITLE, **IF ANY.** **DELETE** THE TEXT BY CLICKING ON THE "DELETE" KEY.
2. PLACE THE CURSOR WHERE THE TEXT WAS AND TYPE "**INTENTIONALLY DELETED.**".

#### **TO MODIFY ALL OR PART OF A PARAGRAPH—**

1. **GO TO** THE LAST SECTION OF THIS LEASE TITLED "ADDITIONAL TERMS AND CONDITIONS."
2. **CREATE** A LIST OF "MODIFIED PARAGRAPHS" WITH THE HEADING: "THE FOLLOWING PARAGRAPHS HAVE BEEN MODIFIED IN THIS LEASE:"
3. **SELECT AND COPY** THE MODIFIED PARAGRAPH TITLE AND PARAGRAPH NUMBER).
4. **GO TO** THE END OF THE LAST PARAGRAPH AND **CLICK** ON YOUR MOUSE TO PLACE THE CURSOR BELOW THE LAST ENTRY).
5. **PASTE** THE TITLE YOU JUST COPIED.
6. **MAKE YOUR CHANGES, ADDITIONS, DELETIONS, ETC.,** TO THE PARAGRAPH IN ITS ORIGINAL LOCATION IN THE DOCUMENT.
7. **SAVE** YOUR CHANGES.

#### **TO UPDATE THE TABLE OF CONTENTS AND PAGE REFERENCES WHEN YOU ARE FINISHED REVISING A DOCUMENT:**

1. **GO TO** AND **CLICK** IN THE TABLE OF CONTENTS.
2. **RIGHT CLICK** TO VIEW DROP-DOWN WINDOW.
3. FROM THE DROP-DOWN MENU, **CLICK** ON "UPDATE FIELD."
4. **CLICK** ON "UPDATE ENTIRE TABLE." **NOTE:** TABLE WILL UPDATE ANY HEADINGS THAT WERE CHANGED DURING THE REVIEW. **NOTE:** YOU SHOULD VERIFY ONE OR TWO CHANGES TO CONFIRM THE TOC WAS UPDATED PROPERLY.

\*THE ABOVE PRACTICES WILL INCREASE STANDARDIZATION AND FAMILIARITY OF THE DOCUMENT FOR THE PRACTITIONER BY ALLOWING CONSISTENT NUMBERING THROUGHOUT THE DOCUMENT.

#### **TO ADD SECURITY REQUIREMENTS**

ATTACH THE APPROPRIATE DOCUMENT TITLED "SECURITY REQUIREMENTS" AFTER CONSULTING WITH FPS AND THE AGENCY TO DETERMINE THEIR SPECIFIC REQUIREMENTS USING THE APPROPRIATE FACILITY SECURITY LEVEL (FSL) I, II, III, OR IV. FOR ACTIONS 10,000 RSF OR LESS, DO NOT CONTACT FPS BUT INSTEAD USE FSL I UNLESS CLIENT AGENCY REQUESTS A HIGHER LEVEL. IF THE AGENCY REQUIRES A HIGHER FSL, THE RESPONSIBLE PBS ASSOCIATE SHOULD REACH OUT TO FPS TO CONFIRM THAT THIS HIGHER FSL IS APPROPRIATE.

#### **THE FOLLOWING INSTRUCTIONS APPLY TO SLAT MODEL ONLY:**

- THIS MODEL USES SAM.GOV TO ISSUE THE RLP THROUGH THE ADVERTISEMENT, SIMILAR TO AAAP
- THIS MODEL UTILIZES A 2 STEP OFFER PROCESS SIMILAR TO AAAP – OFFERORS SUBMIT A PRICE OFFER FIRST AND THE LOWEST OFFEROR SUBMITS DUE DILIGENCE DOCUMENTS AFTER
- THIS MODEL CAN ONLY BE USED FOR FSL LEVEL 1 AND 2
- THIS MODEL CAN ONLY BE USED WITH THE LOWEST PRICE TECHNICALLY ACCEPTABLE SELECTION METHOD
- THIS MODEL CANNOT BE USED IF OFFERS FOR NEW CONSTRUCTION ARE ANTICIPATED
- THIS MODEL UTILIZES DIGITAL SIGNATURE AS THE DEFAULT METHOD OF SIGNING THE LEASE CONTRACT
- THIS MODEL UTILIZES RSAP AS THE DEFAULT METHOD OF ACCEPTING OFFERS

THE SLAT RLP AND LEASE TEMPLATES (GSA TEMPLATE R100A AND L100A) IS A REPLACEMENT TO THE FOLLOWING LEASE MODEL DOCUMENTS:

- GSA FORMS R101A AND L201A (SIMPLIFIED MODEL)

UNLIKE FORMER SIMPLIFIED AND SMALL MODEL TEMPLATES, THIS SLAT TEMPLATE ALLOWS THE LS/LCO GREATER FLEXIBILITY TO CHOOSE AMONG PARAGRAPHS AND SUBPARAGRAPHS TO MEET THE REQUIREMENTS OF EACH INDIVIDUAL LEASE ACQUISITION.

FOLLOWING THE BLUE "HIDDEN" TEXT, THE LS/LCO SHALL SELECT THE APPROPRIATE PARAGRAPH AND/OR SUBPARAGRAPH TO ALLOW FOR SUCH DIFFERENCES AS:

- TI PRICING: EITHER TURNKEY OR ALLOWANCE BASED
- METHOD OF AWARD: COMMUNICATING INTENT TO SEEK EITHER A SOLE SOURCE OR COMPETITIVE PROCUREMENT\*
- TYPE OF DID DELIVERY SYSTEM (GOVERNMENT –PROVIDED, LESSOR PROVIDED, WORKSHOP)
- LEVEL OF BUILD-OUT REQUIRED

\*NOTE: PER LEASING DESK GUIDE (LDG) CHAPTER 5, THERE MAY BE INSTANCES WHERE DISCLOSURE OF THE GOVERNMENT'S INTENT TO SECURE A SOLE SOURCE LEASE WOULD IMPOSE UNDUE FINANCIAL RISK ON THE GOVERNMENT. IN THESE INSTANCES, THE LS/LCO SHOULD SELECT PARAGRAPHS THAT IMPLY COMPETITION.

ALL PARAGRAPHS ARE STANDARDIZED FOR THIS MODEL AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING.MANDATORY PARAGRAPHS MAY BE ALTERED AT THE DISCRETION OF THE LCO ONLY AFTER CONSULTATION WITH REGIONAL COUNSEL AND THE APPROPRIATE SUBJECT MATTER EXPERT, E.G., REGIONAL FIRE PROTECTION ENGINEER, REGIONAL ENVIRONMENTAL QUALITY ADVISOR, REGIONAL HISTORIC PRESERVATION OFFICER, BUT THE MANDATORY PARAGRAPHS MUST CONTAIN SUBSTANTIALLY THE SAME INFORMATION. FOR THIS SECTION, DO NOT FILL IN ANY XX'S OR BLANKS PRIOR TO AWARD, EXCEPT AS FOLLOWS:

- FILL IN BROKER NAME UNDER PARAGRAPH 1.06, IF APPLICABLE
- ADJUST THE LIST OF ATTACHED DOCUMENTS UNDER PARAGRAPH 1.09
- FILL IN THE HOURS REQUIRED FOR 1.14, IF APPLICABLE

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

### 1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

#### ACTION REQUIRED:

KEEP BOTH VERSIONS OF SUB-PARAGRAPH A WHEN ISSUING THE RLP;

**ACTION REQUIRED:** SELECT THE APPROPRIATE SUB-PARAGRAPH A WHEN DRAFTING FINAL LEASE. DELETE THE ALTERNATE VERSION.

**ACTION REQUIRED:** INSERT AMOUNT OF SPACE STATED IN FINAL PROPOSAL REVISIONS, NOT THE RANGE REQUESTED IN THE RLP. USE WHOLE NUMBERS FOR RSF AND ABOA SF; ROUND CAF TO NEAREST PERCENTAGE (E.G. 12 PERCENT). NOTE THAT THE OA TOOL WILL HAVE A SLIGHTLY DIFFERENT CAF, ROUNDING TO NINE DECIMAL PLACES.

EXHIBIT XX REFERS TO THE FLOOR PLANS PROVIDED BY THE SUCCESSFUL OFFEROR AND MUST DELINEATE THE SPACE UNDER LEASE. FOR NEWLY CONSTRUCTED SPACE, SITE PLANS SHOULD ALSO BE ATTACHED.

VERSION 1: USE WHEN ACCEPTING AN OFFER THAT DOES NOT INCLUDE FREE SPACE.

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**.

VERSION 2: USE WHEN ACCEPTING AN OFFER THAT INCLUDES FREE SPACE (NOTE THAT THIS IS NOT THE SAME AS FREE RENT)

A. Office and Related Space: **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space and an additional **XX** RSF, yielding **XX** ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total **XX** RSF/**XX** ABOA SF indicated above, for a total of **XX** RSF (yielding **XX** ABOA SF), located on the **XX** floor(s) and known as Suite(s) **XX**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **XX**. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.=====

**ACTION REQUIRED:** CALCULATE THE COMMON AREA FACTOR (CAF) AS A PERCENTAGE (%) OF THE DIFFERENCE BETWEEN THE AMOUNT OF RENTABLE SF AND ABOA SF, DIVIDED BY THE ABOA SF. FOR EXAMPLE, 11,500 RSF AND 10,000 ABOA SF WILL HAVE A CAF OF 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. DO NOT INSERT THIS AS AN R/U FACTOR [E.G., 1.15]. SEE DEFINITIONS UNDER SECTION 2.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **XX** 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.

**ACTION REQUIRED:** INCLUDE THIS SUB-PARAGRAPH C ONLY FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES AT THE CURRENT LOCATION. OTHERWISE, DELETE.



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 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:

**ACTION REQUIRED: INSERT TOTAL NUMBER OF PARKING SPACES AND SPECIFY WHETHER THEY ARE "STRUCTURED/INSIDE" OR "SURFACE/OUTSIDE." IF PARKING SPACES ARE OFF-SITE, LESSOR MUST PROVIDE PROOF THAT IT OWNS THAT SITE OR HAS A LEASE FOR IT.**

**NOTE: ATTACH THE SITE PLAN, PARKING PLAN, OR DRAWING SHOWING THE LOCATION OF SPACES AS A LEASE EXHIBIT. A SITE PLAN IS PREFERABLE SHOWING PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO THE LEASED PREMISES.**

A. **Parking:** **XX** parking spaces as depicted on the plan attached hereto as Exhibit **XX**, reserved for the exclusive use of the Government, of which **XX** shall be structured/inside parking spaces, and **XX** 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.

**ACTION REQUIRED: USE SUB-PARAGRAPH B IF THE AGENCY'S SPACE REQUIREMENTS INCLUDE TELECOMMUNICATIONS DEVICES SUCH AS SATELLITE DISHES, ANTENNAS, AND RELATED TRANSMISSION DEVICES. IF NOT, DELETE.**

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.

**ACTION REQUIRED: ADJUST THE RENTAL RATES IN THE TABLE TO REFLECT THE RENTAL RATES OF THE LEASE AND ADJUST THE TIA AND BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) AMORTIZATION. ADD ADDITIONAL TABLES AS NECESSARY FOR MULTIPLE STEP RENTS.**

TABLE DEFAULTS TO TI AND BSAC RENT DROPPING AFTER FIRM TERM.

**NOTE: THE INCLUSION OF THE AMORTIZED TI AND BSAC CANNOT CAUSE THE FULLY-SERVICED RENT TO EXCEED THE HIGH END OF THE MARKET, IN WHICH INSTANCE AN RWA IS NEEDED TO FUND THE EXCESS.**

**NOTE FOR TI TURNKEY PRICING: CONFIRM WHETHER THE TENANT IMPROVEMENT COSTS LISTED IN THE PROPOSAL EXCEED THE AGENCY'S AUTHORIZED TI TIER. IN ACCORDANCE WITH PRICING POLICY, TI COSTS IN EXCESS OF THE TIER CANNOT BE AMORTIZED INTO THE RENT UNLESS A DEVIATION IS GRANTED BY PORTFOLIO. IF THE TI COSTS EXCEED THE AUTHORIZED TIER, THE LEASING SPECIALIST MUST EITHER GAIN APPROVAL TO INCREASE THE TI ALLOWANCE, OR OBTAIN AN RWA FOR THE EXCESS TI COSTS. IN ADDITION, THE 1364 MUST BE REVISED TO REFLECT TO LOWER TI PRINCIPAL AND RENT RATE. INCLUDE LUMP SUM PAYMENT LANGUAGE UNDER SECTION 7.**

**NOTE FOR TIA AND/OR BSAC PLACEHOLDER ESTIMATE PRICING: IF THE ACTUAL POST-AWARD TI OR BSAC PRICING IS LESS THAN THE ALLOWANCE/PLACEHOLDER ESTIMATES STATED BELOW, THEN THE FINAL TI AND/OR BSAC RENT, AS REFLECTED IN THE LEASE TERM COMMENCEMENT LEASE AMENDMENT, MUST BE ADJUSTED DOWNWARDS IN ACCORDANCE WITH THE TERMS OF THE LEASE. THE AMOUNT OF REDUCTION CANNOT BE USED TOWARDS ANY OTHER RENTAL COMPONENT (E.G., SHELL CREDIT). ALSO, THE TI ALLOWANCE MAY NOT BE INCREASED THROUGH THE USE OF WARM-LIT SHELL CREDITS.**

**1.03 RENT AND OTHER CONSIDERATION (OCT 2022)**

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS <sup>2</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$ XXX,XXX.XX	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ XXX,XXX.XX	\$0.00
PARKING <sup>5</sup>	\$ XXX,XXX.XX	\$ XXX,XXX.XX
<b>TOTAL ANNUAL RENT<sup>6</sup></b>	<b>\$XXX,XXX.XX</b>	<b>\$XXX,XXX.XX</b>

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

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

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

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

<sup>3</sup>Tenant Improvements of \$XX are amortized at a rate of X percent per annum over XX years.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years

<sup>5</sup>Parking costs described under sub-paragraph B below

<sup>6</sup>Total Annual Rent does not reflect reduction for free rent (if applicable). See subparagraph C below.

**ACTION REQUIRED: IF PARKING IS CHARGED SEPARATELY, USE SUB-PARAGRAPH B, AS APPROPRIATE. OTHERWISE, DELETE. NOTE: PARKING RATE IS TYPICALLY ON A PER MONTH BASIS.**



B. Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).

**ACTION REQUIRED: INSERT THIS SUB-PARAGRAPH ONLY WHEN ACCEPTING AN OFFER THAT INCLUDES FREE RENT. OTHERWISE DELETE.**

**ACTION REQUIRED: DEFINE THE FREE RENT COMPONENTS (E.G., SHELL, OPERATING, TI, BSAC, PARKING RENT). ALTERNATIVELY, FREE RENT CAN BE EXPRESSED AS A DOLLAR AMOUNT. DELETE LAST SENTENCE IF FREE RENT DOES NOT INCLUDE ALL RENTAL COMPONENTS OR IF EXPRESSED AS A DOLLAR AMOUNT.**

C. The Lessor has offered free rent for the first XX (X) months of the Lease (free rent includes shell, operating, TI, BSAC and parking rent). Therefore, the first XX (X) months of the Lease shall be provided at no cost to the Government.

**ACTION REQUIRED: USE SUB-PARAGRAPH D ONLY WHEN AMORTIZING TI OR BSAC BEYOND THE FIRM TERM OF THE LEASE. OTHERWISE, DELETE.**

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

**ACTION REQUIRED:**

- INPUT ABOA SF AS STATED UNDER LEASE PARAGRAPH 1.01
- DELETE E FOR LEASE ACTIONS WHERE THE SPACE WILL NOT BE RE-MEASURED (FOR EXAMPLE, SUCCEEDING OR SUPERSEDING LEASES WITH NO CHANGE IN SQUARE FOOTAGE)

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed XX ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

**ACTION REQUIRED: SELECT THE APPROPRIATE SUB-PARAGRAPH F. DELETE THE ALTERNATE VERSION.**

**VERSION 1: USE FOR TI ALLOWANCE PRICING.**

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

**VERSION 2: USE FOR TI TURNKEY PRICING, WHERE ALLOWING FOR ADJUSTMENT BASED UPON TI UNIT PRICES.**

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

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G. Intentionally deleted

H. 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.

I. 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.

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

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

**ACTION REQUIRED: SELECT THE APPROPRIATE SUB-PARAGRAPH 3.**

**VERSION 1: USE FOR A "FULLY SERVICED" LEASE**

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.

**VERSION 2: USE FOR A "LEASE NET OF UTILITIES." IDENTIFY WHICH UTILITIES (ELECTRIC AND/OR GAS) ARE NET, AND DELETE ONE OF THE UTILITIES PARAGRAPHS IN THE "UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM" SECTION OF THIS LEASE ACCORDINGLY.**

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of XX), 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 XX directly to the utility 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.

K. 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).

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION. DELETE ALTERNATE VERSIONS.**

**ACTION REQUIRED: LEASING SPECIALIST TO INSERT OFFEROR'S TI COSTS AND AMORTIZATION RATE AS STATED ON GSA FORM 1364.**

**1.04 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

**VERSION 1: FOR TI ALLOWANCE PRICING.**

**NOTE: AMORTIZATION PERIOD DEFAULTS TO FIRM TERM. REVISE IF RLP OR NEGOTIATED OFFER REFLECTS OTHERWISE**

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

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

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

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

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

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**VERSION 2: FOR TI TURNKEY PRICING, WITH POST-AWARD DIDS**

**NOTE: FOR TURNKEY PRICING, THE ATTACHED REQUIREMENTS MUST BE AGENCY SPECIFIC REQUIREMENTS (ASR).**

**NOTE: THE AMOUNT AMORTIZED IN EXCESS OF THE TIER CANNOT BE AMORTIZED INTO THE RENT UNLESS A DEVIATION IS GRANTED BY PORTFOLIO.**

**NOTE: AMORTIZATION PERIOD DEFAULTS TO FIRM TERM. REVISE IF RLP OR NEGOTIATED OFFER REFLECTS OTHERWISE.**

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

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

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

**ACTION REQUIRED: USE FOR TI ALLOWANCE AND BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICING AND ENTER THE DOLLAR AMOUNT, DOLLAR RATE, OR PERCENTAGE. DELETE WHEN USING TI TURNKEY PRICING.**

**1.05 TENANT IMPROVEMENT AND BSAC FEE SCHEDULE (OCT 2022)**

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

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (A/E) (\$ PER ABOA SF OR % OF TI AND BSAC CONSTRUCTION COSTS)	<b>\$XX OR XX%</b>
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI AND BSAC CONSTRUCTION COSTS)	<b>XX%</b>

**ACTION REQUIRED: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) II, WHICH REQUIRES OFFERORS TO DETERMINE BSAC RENT BASED UPON AN ESTIMATED DOLLAR AMOUNT SUPPLIED BY THE GOVERNMENT. OTHERWISE, DELETE FOR FSL I OR TURNKEY BSAC PRICING.**

**ACTION REQUIRED. LEASING SPECIALIST MUST ENTER THE BSAC AND AMORTIZATION RATE AT LEASE AWARD. FOR FSL II, INSERT \$12.00 PER ABOA SF (UNLESS LEASE IS AWARDED TO CURRENT LOCATION USING A LOWER BSAC PLACEHOLDER AMOUNT). THIS NUMBER IS ESTIMATED BASED ON THE FSL.**

**NOTE: AMORTIZATION PERIOD DEFAULTS TO FIRM TERM. REVISE IF RLP OR NEGOTIATED OFFER REFLECTS OTHERWISE.**

**1.06 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

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

**ACTION REQUIRED: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) II WHICH REQUIRES OFFERORS TO DETERMINE BSAC RENT BASED UPON AN ESTIMATED DOLLAR AMOUNT SUPPLIED BY THE GOVERNMENT. OTHERWISE, DELETE FOR FSL I OR TURNKEY BSAC PRICING.**

**NOTE: AMORTIZATION PERIOD DEFAULTS TO FIRM TERM. REVISE IF RLP OR NEGOTIATED OFFER REFLECTS OTHERWISE.**

**1.07 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

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

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

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

**NOTE: COMMISSIONS AND/OR COMMISSION CREDITS SHOULD BE TREATED AS CONFIDENTIAL FINANCIAL INFORMATION AND SHOULD NOT BE DISCLOSED TO THE PUBLIC OR USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS FURNISHED, WITHOUT CONSENT OF THE LCO.**

**1.08 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)**

A. **[Broker Name]** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **\$XX** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only **\$XX** of the Commission will be payable to **[Broker Name]** with the remaining **\$XX**, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

**(ADD AND DELETE MONTHS AS NECESSARY.)**

1. Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted X th Month's Rent.\*
2. Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted X th Month's Rent.\*
3. Month **X** Rental Payment **\$XX,XXX** minus prorated Commission Credit of **\$XX,XXX** equals **\$XX,XXX** adjusted X th Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**ACTION REQUIRED: USE IF TERMINATION RIGHTS ARE NEGOTIATED, OTHERWISE DELETE.**

**1.09 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 XX 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.

**ACTION REQUIRED: ENTER THE COMPLETE SET OF RENEWAL OPTION TERMS BELOW.**

**NOTE: IF A RENEWAL OPTION IS OFFERED THAT CAN BE EXERCISED WITHOUT FURTHER CONGRESSIONAL ACTION (PROSPECTUS), WHETHER OR NOT IT WAS SOLICITED OR EVALUATED, THE OPTION MUST BE INCLUDED IN THE ORIGINAL SCORING ANALYSIS (SEE LEASING DESK GUIDE CHAPTER 9 AND APPENDIX F).**

**NOTE: ANY UNEVALUATED RENEWAL OPTION MUST BE EVALUATED PRIOR TO EXERCISING SUCH OPTION (SEE LEASING DESK GUIDE CHAPTER 9).**

**SLAT MODEL NOTE: IF NOT DOING CPI ADJUSTMENTS REMOVE REFERENCE TO ANNUAL ADJUSTMENTS.**

**1.10 RENEWAL RIGHTS (OCT 2016)**

A. This Lease may be renewed at the option of the Government for a term of **XX YEARS** at the following rental rate(s):

	OPTION TERM, YEARS <b>XX - XX</b>	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	<b>\$XX</b>	<b>\$XX</b>
OPERATING COSTS	OPERATING COST BASE SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **XX** days before the end of the original Lease term or any extension thereof; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**NOTE: REVISE SUB-PARAGRAPH B IF THE INTENT IS TO SEEK FIRM TERM RENEWAL OPTIONS.**

B. Termination rights outlined in the "Termination Rights" paragraph apply to all renewal terms.

**ACTION REQUIRED:**

THE LIST OF ATTACHMENTS IS NOT COMPREHENSIVE. ADJUST THE LIST AS APPROPRIATE FOR THE SPECIFIC TRANSACTION.

INCLUDE RELEVANT OFFEROR SUBMITTALS; EXAMPLES INCLUDE:

- APPROVED ASBESTOS MANAGEMENT PLAN
- UNIT PRICE LISTS

EXHIBITS SHOULD BE LABELED WITH SEQUENTIAL LETTERS.

**ACTION REQUIRED:**

DELETE ATTACHMENTS THAT ARE NOT APPLICABLE (FOR EXAMPLE, SEISMIC PRE-AWARD RETROFIT COMMITMENT, SMALL BUSINESS SUBCONTRACTING PLAN, RLP AMENDMENTS, SECURITY AND/OR TI UNIT PRICE LISTS, ETC.).

**NOTE: ONLY INCLUDE RLP AMENDMENTS AFFECTING THE LEASE (FOR EXAMPLE, CHANGE IN CLEANING SPECIFICATIONS) AND NOT THOSE AFFECTING THE OFFER PROCESS (FOR EXAMPLE, EXTENDING THE INITIAL OFFER DUE DATE). LCO MAY ALSO INCORPORATE AMENDMENT CHANGES DIRECTLY INTO THE LEASE PARAGRAPHS, AS APPROPRIATE AND NOTE CHANGED PARAGRAPHS UNDER SECTION 7.**

**NOTE: THE LCO MAY DECIDE IT IS MORE SUITABLE TO INCORPORATE SOME EXTENSIVE OR SENSITIVE DOCUMENTS BY REFERENCE (FOR EXAMPLE, THE COURTS DESIGN GUIDE).**

**NOTE: FOR TURNKEY PRICING, THE ATTACHED REQUIREMENTS MUST BE AGENCY SPECIFIC REQUIREMENTS (ASR). ATTACH PRE-AWARD DIDS, IF APPLICABLE.**

**1.11 DOCUMENTS INCORPORATED IN THE LEASE (SLAT) (OCT 2020)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		
PARKING PLAN(S)		
AGENCY REQUIREMENTS		
TENANT IMPROVEMENTS UNIT PRICE LIST [INCLUDE ONLY FOR TI TURNKEY PRICING]		
SECURITY REQUIREMENTS		
SECURITY UNIT PRICE LIST		
GSA FORM 3517A GENERAL CLAUSES		
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT		
SMALL BUSINESS SUBCONTRACTING PLAN		
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBER(S) <b>X</b>		

**OPTIONAL FOR ALL LEASES UNDER SLAT**

**NOTE: LCO SHOULD CONFIRM TAX PARCEL DURING NEGOTIATIONS.**

**NOTE: PARAGRAPH DEFAULTS TO CALCULATING PERCENTAGE OF OCCUPANCY BASED ON PRO-RATA SHARE OF A SINGLE BUILDING. IN INSTANCES WHERE THE TAX PARCEL INCLUDES MULTIPLE BUILDINGS, THE PARAGRAPH SHOULD BE REVISED AND THE PERCENTAGE OF OCCUPANCY CALCULATED BASED ON THE PRO-RATA SHARE OF RENTABLE SPACE FOR THE TAX PARCEL.**

**DO NOT INCLUDE FREE SPACE AS PART OF "TOTAL GOVERNMENT SPACE" WHEN CALCULATING PERCENTAGE OF OCCUPANCY.**

**NOTE: STATE FIGURE AS A PERCENTAGE, NOT AS A DECIMAL [I.E., 1,000 RSF DIVIDED BY 10,000 RSF =10 PERCENT, NOT .10 PERCENT].**

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2021)**

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

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](http://RET.GSA.GOV) or a successor portal.

**ACTION REQUIRED: THIS PARAGRAPH IS OPTIONAL. DO NOT USE IF THE RENT IS FIXED AND THERE ARE NO ADJUSTMENTS FOR OPERATING COSTS DURING THE TERM (PREFERRED METHOD). ONLY USE IF MARKET CONDITIONS REQUIRE ADJUSTMENTS. OTHERWISE, DELETE THIS PARAGRAPH AND "OPERATING COSTS ADJUSTMENT."**

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

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

**ACTION REQUIRED: USE IF THERE IS A NEGOTIATED AMOUNT FOR THE VACANT LEASED PREMISES.**

**NOTE: ALWAYS ATTEMPT TO NEGOTIATE AN ADJUSTMENT FOR VACANT PREMISES PRIOR TO LEASE AWARD. IDEALLY, NEGOTIATE OUT ALL NON-REQUIRED SERVICES AND UTILITIES IN THE VACANT SPACE.**

**1.14 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 **\$XX.XX** per ABOA SF of Space vacated by the Government.

**ACTION REQUIRED: USE IF CLIENT AGENCY ANTICIPATES THAT IT MAY ORDER PERIODIC OVERTIME HVAC. DO NOT USE THESE RATES FOR 24/7 HVAC REQUIREMENTS.**

**INSERT NEGOTIATED RATES, AS APPLICABLE, TO INCLUDE RATES PER ZONE AND NO. OF ZONES, OR RATE FOR ENTIRE SPACE; DELETE INAPPLICABLE BULLETS.**

**MAY BE DELETED FOR NET OF UTILITY LEASES**

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

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

1. **\$X.XX** per hour per zone
2. No. of zones: **X**
3. **\$ X.XX** per hour for the entire Space.

**ACTION REQUIRED: USE SUB-PARAGRAPH B ONLY IF THE LOCAL MARKET PRACTICE INCLUDES WEEKEND HOURS AND IF THE BUILDING'S NORMAL HOURS OF HVAC OPERATION EXCEED HOURS OF OPERATION STATED UNDER PARAGRAPH 6.01 "PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS." INSERT HOURS AS STATED ON OFFEROR'S 1364.**

B. There is no overtime charge during the following weekend hours:

1. Saturday: **X** AM through **X** PM
2. Sunday: **X** AM through **X** PM.

**ACTION REQUIRED: INCLUDE PARAGRAPH ONLY IF THE NORMAL HOURS OF OPERATION STATED UNDER PARAGRAPH 6.01 EXTEND BEYOND A "STANDARD" 10 HOURS PER DAY/5 DAYS PER WEEK OPERATION. THIS PARAGRAPH ALLOWS THE GOVERNMENT REVERT BACK TO "STANDARD" HOURS OF OPERATION AND REDUCE THE RENT BY A PRE-NEGOTIATED AMOUNT.**

**ACTION REQUIRED: PRIOR TO ISSUING RLP, INSERT ALTERNATIVE HOURS (TYPICALLY 10-HOURS/DAY, 5 DAYS/WEEK). AT LEASE AWARD, INSERT NEGOTIATED REDUCTION AMOUNT.**

**OTHERWISE, DELETE.**

**MAY BE DELETED FOR NET OF UTILITY LEASES**

**1.16 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: [**XX** AM to **XX** PM, Monday through Friday, with the exception of Federal holidays], the rental rate and the base for operating cost adjustments will be reduced by **\$XX** 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.

**ACTION REQUIRED: USE THE FOLLOWING PARAGRAPH IF THE OFFER INCLUDED COMMITMENTS TO PERFORM BUILDING UPGRADES OR PROVIDE A HYDROLOGY MAINTENANCE PLAN IN ORDER TO BE ELIGIBLE FOR AWARD.**

**BE SPECIFIC IN DESCRIBING THE IMPROVEMENTS TO BE COMPLETED. IF NECESSARY, PROVIDE THE INFORMATION IN AN ATTACHMENT AS AN EXHIBIT, ADD THE STATEMENT "AS DESCRIBED IN THE ATTACHED EXHIBIT 'X'" AND ATTACH THAT EXHIBIT TO THE LEASE.**

**ADD OR DELETE SUB-PARAGRAPHS AS APPROPRIATE.**

**LIST THE INFORMATION IN THE LETTERED SUB-PARAGRAPHS BELOW. EXAMPLES INCLUDE:**

- FIRE PROTECTION AND LIFE SAFETY UPGRADES
- ABAAS UPGRADES
- SEISMIC RETROFIT: USE SUGGESTED LANGUAGE AS FOLLOWS: "THE LESSOR HAS COMMITTED ON SEISMIC FORM C (EXHIBIT \_\_\_\_\_ TO THIS LEASE) TO DO A SEISMIC RETROFIT, AND TO MEET ALL OF THE SEISMIC REQUIREMENTS IN THIS LEASE."
- ENERGY EFFICIENCY UPGRADES FOR ACTIONS EXCEPTED FROM ENERGY STAR® LABEL REQUIREMENTS.
- TO COMPLY WITH EISA SECTION 438, THROUGH IMPLEMENTATION OF PROVISIONS IN HYDROLOGY MAINTENANCE PLAN(S) WHERE MORE THAN 5,000 SQUARE FEET OF LAND WILL BE DISTURBED AS A RESULT OF THE GOVERNMENT'S LEASE.

**1.17 BUILDING IMPROVEMENTS (MAR 2016)**

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

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

**ACTION REQUIRED: INSERTION OF THIS PARAGRAPH IS MANDATORY AS PART OF THE INITIAL RLP PACKAGE ISSUANCE FOR ALL COMPETITIVE ACTIONS. THE PARAGRAPH MAY BE DELETED FOR SOLE SOURCE LEASE ACTIONS, OR, AS PART OF THE FINAL LEASE AGREEMENT IF NOT APPLICABLE (WHEN THE LESSOR IS NOT A QUALIFIED HUBZONE SMALL BUSINESS CONCERN OR IS A QUALIFIED HUBZONE SMALL BUSINESS CONCERN THAT WAIVED PRICE EVALUATION PREFERENCE DURING THE PROCUREMENT).**

**1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SMALL) (OCT 2020)**

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

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

**ACTION REQUIRED: FILL IN LESSOR'S UEI NUMBER.**

**1.19 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)**

Lessor's Unique Entity Identifier (UEI)

UEI: **XXXXXXXXXXXX**



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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022)

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

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. Defined as the total Occupant Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Occupant Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Occupant Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area, which means "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. References to ABOA mean ANSI/BOMA Occupant Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.



## 2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

## 2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 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 2021)

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.

**ACTION REQUIRED: IF BROKER IS NOT USED, DELETE.**

## 2.05 PAYMENT OF BROKER (OCT 2021)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission according to the Commission Agreement signed between the Lessor and Broker. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

## 2.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

**ACTION REQUIRED: THIS PARAGRAPH IS OPTIONAL. DO NOT USE IF THE RENT IS FIXED AND THERE ARE NO ADJUSTMENTS FOR TAXES DURING THE TERM (PREFERRED METHOD). ONLY USE IF MARKET CONDITIONS REQUIRE ADJUSTMENTS. OTHERWISE DELETE THIS PARAGRAPH.**

**NOTE: FOR SOME STATES (CALIFORNIA, FOR EXAMPLE) IT WILL BE NECESSARY TO MODIFY THIS PARAGRAPH.**

**LCOS MUST CONSULT WITH REGIONAL COUNSEL PRIOR TO MAKING ANY CHANGES TO THE TAX PARAGRAPH BELOW.**

## 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

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

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

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

2. Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.
3. Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.
4. Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.
5. Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.
6. Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.
7. Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.
8. The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.
9. Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

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

1. If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.
2. After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.
3. The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.
4. If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.
5. If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during

the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

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

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

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

**NOTE: ALWAYS ATTEMPT TO NEGOTIATE SOME KIND OF ADJUSTMENT FOR VACANT PREMISES PRIOR TO LEASE AWARD. IDEALLY, NEGOTIATE OUT ALL NON-REQUIRED SERVICES AND UTILITIES IN THE VACANT SPACE.**

**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 premises or the lease expires or is terminated.

**ACTION REQUIRED: OPTIONAL. DO NOT USE IF THE RENT IS FIXED AND THERE ARE NO ADJUSTMENTS FOR OPERATING COSTS DURING THE TERM (PREFERRED METHOD). ONLY USE IF MARKET CONDITIONS REQUIRE ADJUSTMENTS. OTHERWISE DELETE THIS PARAGRAPH.**

**2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

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

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

### 3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SLAT) (OCT 2020)

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease. The Government will not pay for existing fixtures and other TIs accepted in place.

### 3.03 WOOD PRODUCTS (SMALL) (OCT 2020)

For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (<HTTPS://US.FSC.ORG/EN-US>), or the Sustainable Forestry Initiative (<HTTP://WWW.SFIPROGRAM.ORG/>). Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 3.04 ADHESIVES AND SEALANTS (SMALL) (OCT 2020)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet 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 or higher.

### 3.05 BUILDING SHELL REQUIREMENTS (SLAT) (OCT 2020)

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, property financing (exclusive of TIs and BSAC), insurance, taxes, lease commission, management, profit, etc., for the Building.

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF THIS PARAGRAPH. DELETE ALTERNATE VERSION.**

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

**VERSION 1 (FULL BUILD-OUT) USE FOR ALL LEASE ACTIONS EXCEPT FOR SUCCEEDING OR SUPERSEDING LEASES WITH MINIMAL TI BUILD-OUT (E.G. PAINT AND CARPET REFRESH).**

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

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

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

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

**VERSION 2 (MINIMAL BUILD-OUT): FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES WITH MINIMAL TI BUILD-OUT (E.G. PAINT AND CARPET REFRESH)**

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.

**3.07 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)**

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

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF THIS PARAGRAPH THAT INCLUDES SUB-PARAGRAPHS A AND B.**

**3.08 VESTIBULES (OCT 2020)**

**VERSION 1: FOR ALL LEASE ACTIONS EXCEPT FOR SUCCEEDING OR SUPERSEDING LEASES WITH MINIMAL TI BUILD-OUT (E.G. PAINT AND CARPET REFRESH).**

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

**ACTION REQUIRED: THIS IS AN OPTIONAL SUB-PARAGRAPH. USE WHEN LEASE WILL BE FOR FULL GOVERNMENT OCCUPANCY OR PARTIAL OCCUPANCY THAT INCLUDES EXTERIOR ENTRANCES. OTHERWISE, DELETE.**

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

**VERSION 2: FOR SOLE SOURCE LEASE ACTIONS AT THE CURRENT LOCATION THAT REQUIRE MINIMAL BUILDOUT.**

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.

**ACTION REQUIRED: THIS IS AN OPTIONAL SUB-PARAGRAPH. USE WHEN LEASE WILL BE FOR FULL GOVERNMENT OCCUPANCY OR PARTIAL OCCUPANCY THAT INCLUDES EXTERIOR ENTRANCES. OTHERWISE, DELETE.**

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

**NOTE: TECHNICAL DOCUMENTATION FOR ANY ALTERNATIVE APPROACH OR METHOD PROPOSED BY THE OFFEROR MUST BE PREPARED BY THE OFFEROR'S PROFESSIONAL ENGINEER. 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 STATE OR U.S. TERRITORY. THE REGIONAL GSA FIRE PROTECTION ENGINEER IS RESPONSIBLE FOR DETERMINING IF THE PROPOSED ALTERNATIVE APPROACH OR METHOD PREPARED BY THE OFFEROR'S PROFESSIONAL ENGINEER IS ACCEPTABLE.**

**3.09 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.

**3.10 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)**

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

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

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA 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.

### 3.11 FIRE ALARM SYSTEM (SEP 2013)

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

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

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

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

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

### 3.12 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

#### A. Energy-related Requirements:

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

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

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

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

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

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

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

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

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

B. Hydrology-related Requirements: 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. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: [HTTP://WWW.EPA.GOV/GREENINGEPA/](http://www.epa.gov/greeningepa/)

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.

### 3.13 ELEVATORS (OCT 2020)

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

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

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

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

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

### 3.14 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.

### 3.15 ACCESSIBILITY (FEB 2007)

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

### 3.16 CEILINGS (SLAT) (OCT 2020)

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 Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

**NOTE: CEILING HEIGHT REQUIREMENT MAY BE ADJUSTED PER MARKET CONDITIONS AT LCO'S DISCRETION; HOWEVER 9' IS THE RECOMMENDED MINIMUM CEILING HEIGHT.**

Ceilings shall be at a minimum **9 feet and 0 inches** and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government demised area.



Offices and conference rooms shall have mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Restrooms shall have plastered or spackled and taped gypsum board.

**3.17 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.

**3.18 WINDOWS (SMALL) (SEP 2015)**

All windows shall be locked and weather tight. Windows accessible from fire escapes must be readily operable from the inside of the Building.

**3.19 PARTITIONS: PERMANENT (SLAT) (OCT 2020)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding 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.

**3.20 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (OCT 2020)**

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.

**3.21 PAINTING – SHELL (SMALL) (OCT 2020)**

The Lessor shall bear the expense for all painting associated with the Building shell, including 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.

**3.22 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.

**3.23 FLOOR COVERING AND PERIMETERS – SHELL (SLAT) (OCT 2020)**

Flooring material through Building common areas shall be of quality materials, as approved by the LCO.

**3.24 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.

**3.25 ELECTRICAL (SLAT) (OCT 2020)**

- 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.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**ACTION REQUIRED: OPTIONAL PARAGRAPH. USE WHERE THE GOVERNMENT PAYS SEPARATELY FOR ELECTRICAL SERVICE. OTHERWISE, DELETE.**

**3.26 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)**

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

**3.27 PLUMBING (JUN 2012)**

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

**3.28 DRINKING FOUNTAINS (OCT 2018)**

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

**3.29 RESTROOMS (SMALL) (OCT 2022)**

- A. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 500 feet, on one floor to reach the restrooms. Each restroom shall have sufficient 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.
- B. Restrooms must meet ABAAS requirements as stated under this Lease.

**3.30 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SLAT) (OCT 2022)**

- 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. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- B. 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.
- C. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. 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.
- D. 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 C. Where practicable, the Lessor is encouraged to use a MERV 13 air filter or the highest-level filter that is compatible with the HVAC system. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).
- E. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- F. For all refrigerant-containing equipment with over 50 pounds of ozone-depleting substances (including chlorofluorocarbons- CFCs or hydrochlorofluorocarbons- HCFCs), the Lessor shall comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy

(SNAP) Program for acceptable substitutes and alternatives to ozone-depleting substances when equipment is replaced, comes to its end of useful life, or when newly purchased. Upon request, the Lessor must provide to the Government the type of refrigerant used in chillers and HVAC systems, and the date by which the Lessor plans to replace ozone depleting substances with acceptable refrigerant substitutes in accordance with EPA's SNAP program.

### 3.31 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SLAT) (OCT 2020)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt with a minimum throw of ½ inch and include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**ACTION REQUIRED: INCLUDE IF CLIENT CONFIRMS AS PART OF THEIR REQUIREMENTS. IF NOT, DELETE PARAGRAPH AT LCO DISCRETION.**

### 3.32 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SMALL) (OCT 2020)

A. The Government may elect to contract its own telecommunications service in the Space.

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, or, if existing Building wiring is insufficient, 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 to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

### 3.33 LIGHTING: INTERIOR AND PARKING – SHELL (SLAT) (OCT 2022)

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

A. INTERIOR FIXTURES: 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. 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.

**ACTION REQUIRED: THERE ARE TWO VERSIONS OF SUB-PARAGRAPH B.**

**VERSION 1: REFLECTS THE TRADITIONAL SPECIFICATION OF 50 FOOT-CANDLES THROUGHOUT THE SPACE.**

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.

**VERSION 2: REFLECTS A REDUCTION OF AMBIENT GENERAL LIGHT LEVELS TO 30 FOOT-CANDLES WHEN TENANT-SUPPLIED TASK LIGHTING IS PROVIDED FOR WORK STATIONS, TO SUPPLEMENT OVERALL LIGHTING LEVELS.**

**NOTE: CHOOSING THIS SECOND VERSION OF SUB-PARAGRAPH B CAN RESULT IN SIGNIFICANT ENERGY SAVINGS. CONFIRM WITH CLIENT AGENCY DURING REQUIREMENTS DEVELOPMENT STAGE WHETHER THEY ARE PROVIDING TASK LIGHTING AS PART OF THEIR FURNITURE PLANS. SINCE NOT ALL OF THE SPACE WILL INCLUDE DESKS WITH TASK LIGHTING, ALSO CONFIRM THE AMOUNT OF SPACE THAT WILL BE COVERED BY THIS SUPPLEMENTAL TASK LIGHTING. FOR EXAMPLE, IF THE SUPPLEMENTAL TASK LIGHTING ONLY COVERS 80% OF THE TOTAL SPACE, THEN THE OTHER 20% OF THE SPACE WILL REQUIRE THE TRADITIONAL 50 FOOT-CANDLE LIGHTING LEVELS. NOTE: THE LIGHTING LEVELS SPECIFIED UNDER THIS SECOND SUB-PARAGRAPH B, WHICH TAKES INTO ACCOUNT SUPPLEMENTAL TASK LIGHTING, RELIES UPON THE CLIENT AGENCY TO PROVIDE THE SUPPLEMENTAL LIGHTING LEVELS AS PART OF THEIR FURNITURE PLANS. THIS DECISION MUST BE MADE AT THE REQUIREMENTS DEVELOPMENT STAGE.**

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

C. POWER DENSITY: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

D. OCCUPANCY SENSORS: The Lessor shall provide occupancy sensors to reduce the hours that the lights are on when the Space is unoccupied

**ACTION REQUIRED: IF HIGH RESOLUTION EXTERIOR SECURITY CAMERAS ARE NECESSARY FOR A PARTICULAR LOCATION, INSERT HIGHER FOOT-CANDLE REQUIREMENTS. DO NOT USE HIGHER REQUIREMENTS FOR ALL LEASES BECAUSE THERE WILL BE AN INCREASE IN COST WITHOUT A CORRESPONDING INCREASE IN VALUE.**

E. BUILDING PERIMETER: 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.

F. **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.

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

### 3.34 INDOOR AIR QUALITY DURING CONSTRUCTION (SLAT) (OCT 2021)

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 ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. **Flush-Out Procedure:** The Lessor shall sufficiently flush-out or ventilate the area(s) following construction and prior to occupancy in order to remove any detectable odors or visible dust related to the work.

#### **ACTION REQUIRED:**

AT RLP ISSUANCE STAGE

INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL ENVIRONMENTAL QUALITY ADVISOR OR THE REGIONAL NEPA EXPERT. APPLICABLE SITUATIONS INCLUDE:

- OFFERS INVOLVING NEW CONSTRUCTION OR GROUND DISTURBING ACTIVITY (THIS REFERS TO EXCAVATION AND DOES NOT INCLUDE BUILDING MAINTENANCE ACTIVITIES SUCH AS LANDSCAPING).
- SUBSTANTIAL CHANGE IN BUILDING USE THAT WOULD AFFECT NEIGHBORHOOD TRAFFIC PATTERNS.
- PRIOR USE OF SPACE WAS NOT GENERAL PURPOSE OFFICE-TYPE OCCUPANCY AND THERE WAS A POTENTIAL FOR THE PRESENCE OF HAZARDOUS SUBSTANCES.

OTHERWISE, DELETE.

**NOTE: TO BE USED IN CONJUNCTION WITH RLP PARAGRAPH "DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – RLP."**

AT AWARD STAGE WHEN DRAFTING FINAL LEASE

MAY BE DELETED IF N/A FOR SUCCESSFUL OFFEROR.

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

**ACTION REQUIRED: INSERT EXHIBIT NUMBER FOR OFFEROR'S SCHEDULE OF CORRECTIVE ACTIONS.**

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

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

#### **ACTION REQUIRED:**

AT RLP ISSUANCE STAGE

INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE REGIONAL HISTORIC PRESERVATION OFFICER, WHEN ANTICIPATING OFFERS THAT COULD EITHER AFFECT HISTORIC PROPERTIES (FOR EXAMPLE, ANY LEASE IN A HISTORIC BUILDING OR DISTRICT) OR INVOLVE GROUND DISTURBING ACTIVITY (FOR EXAMPLE, EXCAVATION). OTHERWISE, DELETE.

TO BE USED IN CONJUNCTION WITH RLP PARAGRAPH "NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - RLP."

AT AWARD STAGE WHEN DRAFTING FINAL LEASE

MAY BE DELETED IF N/A FOR SUCCESSFUL OFFEROR.

**3.36 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP 2015)**

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. For Tenant Improvements and other tenant-driven alterations within an existing historic building, 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*.

B. 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

**ACTION REQUIRED: INCLUDE IF THE CLIENT TO CONFIRMS THAT PLACEMENT ON A BUILDING DIRECTORY IS APPROPRIATE OTHERWISE, DELETE.**

**DELETE FOR SOLE SOURCE SUCCEEDING OR SUPERSEDING LEASES.**

**3.37 BUILDING DIRECTORY (OCT 2021)**

A directory listing the Government agency shall be provided in the Building lobby. The directory must be acceptable to the LCO.

**ACTION REQUIRED: INCLUDE IF CLIENT CONFIRMS AS PART OF THEIR REQUIREMENTS. OTHERWISE DELETE.**

**3.38 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.

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

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**ACTION REQUIRED:** SELECT THE APPROPRIATE VERSION OF THE PARAGRAPH. DELETE THE ALTERNATIVE.

**ACTION REQUIRED:** FILL IN REQUIRED DATES OR WORKING DAYS.

**NOTE:** SCHEDULE BELOW SHOULD BE REALISTIC, ESPECIALLY WITH RESPECT TO GOVERNMENT OBLIGATIONS. DO NOT ASSUME OVERLY OPTIMISTIC SCHEDULES AS THIS MAY LEAD TO DELAY CLAIMS.

### 4.01 SCHEDULE FOR COMPLETION OF SPACE (SLAT) (OCT 2022)

**VERSION 1 (MINIMAL TI BUILD-OUT) FOR SUCCEEDING OR SUPERSEDING LEASE ACTIONS REQUIRING ONLY MINIMAL TI BUILD-OUT (E.G. PAINT AND CARPET REFRESH).**

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.

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**VERSION 2 (FULL TI BUILD-OUT - INCLUDES SUB-PARAGRAPHS A THROUGH I) FOR ALL ACTIONS FULL TI BUILD-OUT. NOTE THAT VERSION 2 INCLUDES SUB-PARAGRAPHS A THROUGH I, REQUIRING ADDITIONAL CHOICES**

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

**ACTION REQUIRED:** CHOOSE ONE OF 4 DID METHODS BELOW (SUBPARAGRAPHS A, B AND C):

- GOVERNMENT-PROVIDED DID
- POST-AWARD DID WORKSHOP
- LESSOR-PROVIDED DID, OR
- PRE-AWARD DID WORKSHOP METHOD OR NO DID REQUIRED

AND DELETE ALTERNATIVES.

**NOTE:** AFTER SELECTION AND DELETION OF THE INAPPLICABLE METHODS, CONTINUE THIS PARAGRAPH FROM SUB-PARAGRAPH "D," BELOW. FILL IN THE REQUIRED DATES OR WORKING DAYS.

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#### METHOD 1: GOVERNMENT-PROVIDED DID METHOD

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within **XX** Working Days from award.

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

1. Level 1:
  - a. Cover Sheet;
  - b. Demolition Plan (if applicable);
  - c. Construction (Partition) Plan;
  - d. Power/Communication (Electrical) Plan;
  - e. Furniture Plan; and
  - f. Finish Plan.

#### OPTIONAL: LEVEL 2 DIDS

**NOTE: ONLY INCLUDE IF AGENCY REQUIRES AND COMMITS TO PROVIDING THIS LEVEL OF DETAIL.**

2. Level 2 DIDs: In addition to Level 1 DIDs, the DID set will also include the following Level 2 elements:
  - a. Reflected Ceiling Plan;
  - b. Interior Elevations;
  - c. Interior Sections;
  - d. Partition Type/ Section Plan; and
  - e. Door/Hardware Schedule

C. INTENTIONALLY DELETED

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#### METHOD 2: POST-AWARD DID WORKSHOP METHOD



A. Design Intent Drawing (DID) Workshop: In conjunction with the Government, the Lessor shall commit as part of shell costs to a **X**-day DID workshop tentatively scheduled to begin **month/day/year or X Working Days after award** at the office of the Lessor's architect or an alternate location agreed to by the Government. This session may be held in person or virtually, at the discretion of the Government. The architect will provide full design services so that the DIDs can be completed during this conference.

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

1. Level 1 (included in shell rent):
  - a. Cover Sheet;
  - b. Demolition Plan (if applicable);
  - c. Construction (Partition) Plan;
  - d. Power/Communication (Electrical) Plan;
  - e. Furniture Plan; and
  - f. Finish Plan.

**OPTIONAL: LEVEL 2 DIDS. ONLY USE WHEN AGENCY REQUIRES THIS LEVEL OF DETAIL BEFORE PROCEEDING TO CDS. LEVEL 2 DIDS ARE NOT REQUIRED FOR ALL PROJECT TYPES. HOWEVER, IT MAY BE PRUDENT TO REQUIRE LEVEL 2 DIDS WHEN ONE OR MORE OF THE FOLLOWING OCCUR: CLIENT REQUEST WITH JUSTIFICATION, COMPLEX OR VERY DETAILED REQUIREMENTS, OR PROJECTS WITH EXTENSIVE SECURITY REQUIREMENTS.**

**NOTE: LEVEL 2 DIDS ARE NOT FUNDED IN SHELL RENT. SINCE TENANT MAY NOT KNOW WHETHER THEY WANT LEVEL 2 DIDS AT TIME OF RLP ISSUANCE, LCO WILL HAVE TO NEGOTIATE PRICING FOR THESE POST-AWARD (EITHER INCREASING A/E FEE, OR AS A SEPARATE LUMP SUM REIMBURSABLE ITEM).**

2. Level 2 DIDs (reimbursable): After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

- a. Reflected Ceiling Plan;
- b. Interior Elevations;
- c. Interior Sections;
- d. Partition Type/ Section Plan; and
- e. Door/Hardware Schedule

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C. At the DID workshop, the Lessor shall provide 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. The finish options shall be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease and the client agency build-out requirements as they apply to the Space. The Government will provide formal approval of DIDs in writing **XX** Working Days from the conclusion of the DID workshop.

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**METHOD 3: LESSOR-PROVIDED DID METHOD**

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

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

1. Level 1 (included in Shell rent):
  - a. Cover Sheet;
  - b. Demolition Plan (if applicable);
  - c. Construction (Partition) Plan;
  - d. Power/Communication (Electrical) Plan;
  - e. Furniture Plan; and
  - f. Finish Plan.



**OPTIONAL: LEVEL 2 DIDS. ONLY USE WHEN AGENCY REQUIRES THIS LEVEL OF DETAIL BEFORE PROCEEDING TO CDS. LEVEL 2 DIDS ARE NOT REQUIRED FOR ALL PROJECT TYPES. HOWEVER, IT MAY BE PRUDENT TO REQUIRE LEVEL 2 DIDS WHEN ONE OR MORE OF THE FOLLOWING OCCUR: CLIENT REQUEST WITH JUSTIFICATION, COMPLEX OR VERY DETAILED REQUIREMENTS, OR PROJECTS WITH EXTENSIVE SECURITY REQUIREMENTS.**

**NOTE: LEVEL 2 DIDS ARE NOT FUNDED IN SHELL RENT. SINCE TENANT MAY NOT KNOW WHETHER THEY WANT LEVEL 2 DIDS AT TIME OF RLP ISSUANCE, LCO WILL HAVE TO NEGOTIATE PRICING FOR THESE POST-AWARD (EITHER INCREASING A/E FEE, OR AS A SEPARATE LUMP SUM REIMBURSABLE ITEM).**

2. Level 2 DIDs (reimbursable): After Lease Award, the Government may request the Lessor to submit a separate price proposal to provide Level 2 DIDs in addition to the Level 1 DIDs which are already priced as part of the shell rent. If requested, Level 2 DIDs must include the following Level 2 elements:

- a. Reflected Ceiling Plan;
- b. Interior Elevations;
- c. Interior Sections;
- d. Partition Type/ Section Plan; and
- e. Door/Hardware Schedule

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

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**METHOD 4: NO DIDS REQUIRED**

- A. INTENTIONALLY DELETED.
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED

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**SLAT MODEL ACTION REQUIRED: DELETE SUBPARAGRAPHS D AND E UNLESS CUSTOMER REQUESTS TO REVIEW CDS OR IT IS DETERMINED BY THE PROJECT MANAGER TO BE NECESSARY DUE TO COMPLEX OR UNUSUAL BUILD-OUT REQUIREMENTS.**

**ACTION REQUIRED: THERE ARE TWO VERSIONS OF SUB-PARAGRAPH GROUPINGS. SELECT AS APPROPRIATE. DELETE THE ALTERNATIVE.**

**VERSION 1: TI ALLOWANCE PRICING; INCLUDES SUB-PARAGRAPHS D, E, AND F**

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

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

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **XX** Working Days following notification from the LCO to begin the TI bidding process.

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**VERSION 2: TI TURNKEY PRICING: INCLUDES SUB-PARAGRAPHS D AND E**

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

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

F. INTENTIONALLY DELETED

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**ACTION REQUIRED: REGARDLESS OF THE TI PRICING METHOD, INCLUDE SUB-PARAGRAPH G FOR FSL II, III AND IV (BSAC PRICING BASED ON PLACEHOLDER DOLLAR ESTIMATE; ACTUAL PRICING AFTER AWARD). OTHERWISE, DELETE FOR FSL I OR TURNKEY BSAC PRICING.**

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

**ACTION REQUIRED: KEEP SUB-PARAGRAPH H FOR LEASES INVOLVING TI ALLOWANCE PRICING OR WITH A SECURITY LEVEL FSL II, III AND IV (BSAC PRICING BASED ON PLACEHOLDER DOLLAR ESTIMATE; ACTUAL PRICING AFTER AWARD). DELETE IF BOTH TI AND BSAC ARE PRICED AS TURNKEY.**

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **XX** Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

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

#### 4.02 CONSTRUCTION DOCUMENTS (OCT 2022)

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 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 GREEN LEASE SUBMITTALS (SLAT) (OCT 2021)

Upon request, the Lessor shall submit to the LCO:

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

B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

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

D. If renewable source power is purchased, documentation within 9 months of occupancy.

#### 4.04 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SLAT) (OCT 2022)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule to the Government within five Working Days. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings. Upon request by the Lease Contracting Officer, the Lessor shall have subcontractor representatives in attendance including its architects, engineers, and the general contractor.

**ACTION REQUIRED: INCLUDE FOR ALL LEASE ACTIONS EXCEPT SUCCEEDING OR SUPERSEDING LEASES.**

#### 4.05 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (OCT 2022)

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

#### 4.06 CONSTRUCTION INSPECTIONS (SEP 2015)

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

B. Periodic reviews, witnessing of tests and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent

costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

**ACTION REQUIRED: INCLUDE FOR TI ALLOWANCE PRICING. DELETE FOR TI TURNKEY PRICING**

**4.07 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2022)**

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

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

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

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

E. Each TI proposal shall be (1) submitted by the proposed general contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

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

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

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

**ACTION REQUIRED: MANDATORY FOR ACTIONS DESIGNATED AT FACILITY SECURITY LEVEL (FSL) II, III OR IV, WHICH REQUIRES OFFERORS TO DETERMINE BSAC RENT BASED UPON AN ESTIMATED DOLLAR AMOUNT SUPPLIED BY THE GOVERNMENT. OTHERWISE, DELETE FOR FSL I OR TURNKEY BSAC PRICING.**

**ACTION REQUIRED. LEASING SPECIALIST MUST ENTER THE BSAC FIGURE IN THE PARAGRAPH "BUILDING SPECIFIC AMORTIZED CAPITAL" UNDER SECTION 1 PRIOR TO ISSUING LEASE DOCUMENT WITH THE RLP. MUST MATCH THE AMOUNT USED UNDER THE RLP. INSERT THE AMORTIZATION RATE AT LEASE AWARD.**

**NOTE: AMORTIZED TI AND BSAC MAY NOT EXCEED THE HIGH END OF THE MARKET. IF THE INCLUSION OF THE BSAC AMOUNT IS ANTICIPATED TO PUSH THE FULLY-SERVICED RENT ABOVE THE HIGH END OF THE MARKET, REDUCE THE BSAC FIGURE AND OBTAIN AN RWA FOR THE DIFFERENCE**

**4.08 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (OCT 2022)**

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP). The BSAC price proposal shall use the fee rates specified in the "Tenant Improvement and BSAC Fee Schedule" paragraph of this Lease.

**NOTE: IF LOCAL JURISDICTION REQUIRES SYSTEMS FURNITURE INSTALLATION PRIOR TO THE FINAL C OF O, A TEMPORARY C OF O MAY BE ACCEPTABLE.**

**4.09 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.

**ACTION REQUIRED: DELETE FOR SUCCEEDING OR SUPERSEDING LEASE ACTIONS WHERE THE SPACE WILL NOT BE RE-MEASURED.**

**4.10 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (OCT 2021)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Space, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

**ACTION REQUIRED: FILL IN NUMBER OF CALENDAR DAYS [30 DAYS IS RECOMMENDED FOR MOST ACTIONS; 60 DAYS IS RECOMMENDED FOR LARGER LEASES INVOLVING A HIGHLY-COMPLEX BUILD-OUT.]**

**4.11 AS-BUILT DRAWINGS (OCT 2021)**

Not later than **XX** 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.

**ACTION REQUIRED: WHEN ISSUING AS PART OF THE INITIAL RLP PACKAGE:**

- DELETE FOR AREAS OF LOW AND VERY LOW SEISMICITY (GREEN AREAS ON MAP).
- INCLUDE AREAS OF MODERATE, HIGH, AND VERY HIGH SEISMICITY (YELLOW AND RED AREAS ON MAP).

**ACTION REQUIRED: WHEN DRAFTING THE FINAL LEASE:**

- INCLUDE IF THE OFFER INCLUDED COMMITMENTS TO PERFORM SEISMIC RETROFITS.
- DELETE IF OFFER DOES NOT INCLUDE COMMITMENTS TO PERFORM SEISMIC RETROFITS.

**4.12 SEISMIC RETROFIT (OCT 2020)**

The following requirements apply to Leases requiring seismic retrofit:

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

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

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

**4.13 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2022)**

**ACTION REQUIRED: SELECT APPROPRIATE SUBPARAGRAPH A. DELETE ALTERNATE VERSION.**

**VERSION 1: TI ALLOWANCE PRICING**

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

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs

5. Carrying costs, exclusive of the TI and BSAC amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI and BSAC, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI and BSAC buildout)
7. TI and BSAC proposal preparation costs
8. Lessor's labor costs related to the management of the TI and BSAC build-out.

**VERSION 2:TI TURNKEY PRICING**

A. The Lessor's TI and BSAC rent, if applicable shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI and BSAC amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI and BSAC, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees, including sales tax and construction permits associated with TI and BSAC buildout.
7. TI and BSAC proposal preparation costs
8. Lessor's labor costs related to the management of the TI and BSAC build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services:

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

**4.14 GOVERNMENT PROJECT MANAGEMENT SYSTEM (OCT 2022)**

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) reuse plans, commissioning plans, and product data sheets. Licensing costs and access to the system are the responsibility of the Government.

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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

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### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

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

**ACTION REQUIRED: USE IF CLIENT CONFIRMS AS PART OF THEIR REQUIREMENTS. OTHERWISE, DELETE.**

### 5.02 FINISH SELECTIONS (SMALL) (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions.

**ACTION REQUIRED: OPTIONAL PARAGRAPH. IF NOT NEEDED, DELETE PARAGRAPH.**

### 5.03 WINDOW COVERINGS (SMALL) (OCT 2020)

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government.

**ACTION REQUIRED: OPTIONAL PARAGRAPH, IF CLIENT CONFIRMS AS PART OF THEIR REQUIREMENTS. IF NOT, DELETE THIS PARAGRAPH.**

### 5.04 DOORS: SUITE ENTRY (SMALL) (OCT 2020)

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.

### 5.05 DOORS: INTERIOR (SLAT) (OCT 2020)

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.

### 5.06 DOORS: HARDWARE (SEP 2013)

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

**ACTION REQUIRED: OPTIONAL PARAGRAPH.  
MAY BE DELETED FOR SUCCEEDING OR SUPERSEDING LEASES.**

### 5.07 DOORS: IDENTIFICATION (JUN 2012)

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

### 5.08 PARTITIONS: SUBDIVIDING (SLAT) (OCT 2022)

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. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

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

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



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

**ACTION REQUIRED: USE IF CLIENT CONFIRMS AS PART OF THEIR REQUIREMENTS. OTHERWISE, DELETE.**

**5.09 PAINTING – TI (SMALL) (OCT 2020)**

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

**5.10 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2019)**

A. Unless otherwise specified, broadloom carpet or carpet tiles shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.

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. 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.

2. Texture Appearance Retention Rating (TARR). Moderate;  $\geq 3.0$  TARR.

**5.11 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.

**5.12 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)**

A. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

**5.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

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

**ACTION REQUIRED: OPTIONAL PARAGRAPH. USE IF CLIENT CONFIRMS AS PART OF THEIR REQUIREMENTS. IF NOT, DELETE PARAGRAPH.**

**5.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

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

**NOTE: TEXT DEFAULTS TO LESSOR PROVIDED DATA CABLE.**

**5.15 DATA DISTRIBUTION (OCT 2020)**

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



**NOTE: TEXT DEFAULTS TO LESSOR PROVIDED DATA CABLE**

**5.16 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2022)**

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

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

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

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

**5.17 LIGHTING: INTERIOR AND PARKING – TI (SLAT) (OCT 2020)**

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 (Simplified)." 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. **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.

**5.18 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

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

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

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**ACTION REQUIRED: TYPE IN TENANT AGENCY HOURS OF OPERATION IN THE PARAGRAPH BELOW. MAY INCLUDE MISSION-RELATED REPEAT/RECURRING EXTENDED SERVICES BEYOND A TYPICAL 10-HOURS PER DAY/ 5 DAYS PER WEEK OPERATION. NOTE THAT PARAGRAPH DEFAULTS TO DAYTIME CLEANING AND SHOULD BE MODIFIED IF TENANT AGENCY REQUIRES AFTER HOURS CLEANING.**

### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SMALL) (OCT 2020)

The Government's normal hours of operations are established as **XX AM to XX 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.

**ACTION REQUIRED: SELECT THE APPROPRIATE VERSION OF UTILITIES PARAGRAPH. DELETE ALTERNATE VERSION BY REPLACING THE TITLE WITH "INTENTIONALLY DELETED."**

**NOTE: CHECK THAT THE APPROPRIATE UTILITIES PARAGRAPH HAS BEEN USED IN THE RLP SECTION "HOW TO OFFER."**

**VERSION 1: USE WHEN LEASE IS FULLY SERVICED (PREFERRED METHOD).**

### 6.02 UTILITIES (SMALL) (OCT 2022)

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

**VERSION 2: WHEN UTILITIES ARE NOT INCLUDED IN THE RENT**

**NOTE: ADD THE BUILDING OPERATING PLAN TO THE LIST OF REQUIRED SUBMITTALS**

### 6.03 UTILITIES SEPARATE FROM RENTAL (SLAT) (OCT 2020)

A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Standard for Buildings Except Low-Rise Residential Buildings, according to the version that corresponds with how the Building systems were designed to perform, or state or local codes.

B. 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 Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

### 6.04 HEATING AND AIR CONDITIONING (OCT 2022)

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° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

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

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.

**ACTION REQUIRED: CONFIRM WHETHER CLIENT AGENCY REQUIRES DESIGNATED SERVER (LAN) ROOM WITH 24HR COOLING. PRIOR TO ISSUING RLP PACKAGE, INSERT SQUARE FOOTAGE AND BTU OUTPUT. ADJUST HUMIDITY LEVEL AS NEEDED.**

F. **XX** 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 **XX** BTU per hour. The temperature of this room shall be maintained at **XX** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

**ACTION REQUIRED: LIST AREAS AND CORRESPONDING SQUARE FOOTAGE FOR THOSE AREAS REQUIRING 24/7 HVAC, IN ADDITION TO SERVER ROOM REQUIREMENTS STATED ABOVE.**

G. In addition to the server room requirements stated above, the following areas shall receive HVAC at all times:

1. \_\_\_\_\_
2. \_\_\_\_\_

**ACTION REQUIRED: USE THIS WHEN INCLUDING SUB-PARAGRAPH F OR G, UNLESS THE LEASE IS NET OF UTILITIES.**

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.

**ACTION REQUIRED: MANDATORY EXCEPT FOR LEASES NET OF UTILITIES**

**6.05 OVERTIME HVAC USAGE (OCT 2020)**

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 \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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

**ACTION REQUIRED: MANDATORY EXCEPT FOR LEASES NET OF JANITORIAL SERVICES**

**6.06 JANITORIAL SERVICES (OCT 2021)**

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access, including high-touch surfaces (e.g., door knobs, light switches, handles, handrails, and elevator buttons) in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

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

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

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

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

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

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

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

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

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

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

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

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

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified by the U.S. Environmental Protection Agency at [HTTPS://WWW.EPA.GOV/IPM/INTRODUCTION-INTEGRATED-PEST-MANAGEMENT](https://www.epa.gov/ipm/introduction-integrated-pest-management).

**ACTION REQUIRED: OPTIONAL PARAGRAPH. DELETE IF NOT REQUIRED. INSERT MARKET STANDARD FOR ACCUMULATION OF SNOW IF DIFFERENT FROM 1.5 INCHES.**

**6.07 SNOW REMOVAL (OCT 2020)**

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

#### 6.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015)

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.

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. 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 normal hours.

#### 6.09 ASBESTOS (SMALL) (OCT 2021)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall provide relocation and submit to the Government documentation that the abatement was done in accordance with OSHA, EPA, DOT, state, and local regulations and that final clearance for re-occupancy was achieved.

#### 6.10 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.

#### 6.11 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 GSA 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) or 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 GSA 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 GSA 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 GSA 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 GSA 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.

#### 6.12 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.

**ACTION REQUIRED: OPTIONAL PARAGRAPH. DELETE IF NOT NEEDED.**

#### 6.13 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.

**ACTION REQUIRED: IF SQUARE FOOTAGE IS MORE THAN 10,000 RENTABLE SQUARE FEET AND IF TERMS EXCEED 6 MONTHS USE THE BELOW PARAGRAPH. IF IT DOES NOT APPLY, DELETE.**

#### 6.14 RECYCLING (SLAT) (OCT 2020)

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. 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.

#### 6.15 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015)

The Government may provide vending machines within the Government's leased area under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). 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.

#### 6.16 INDOOR AIR QUALITY (OCT 2019)

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 1000.8), OSHA regulatory limits, 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, to ascertain the source and severity of the complaint.

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

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and

3. Implementing corrective measures required by the LCO. 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 and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

#### **6.17 RADON IN AIR (SLAT) (OCT 2020)**

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

**MANDATORY IF WATER IS FROM NON-PUBLIC SOURCES (E.G., WELL WATER). OTHERWISE, DELETE.**

#### **6.18 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

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

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

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

#### **6.20 MOLD (SMALL) (OCT 2021)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices.

#### **6.21 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.

**ACTION REQUIRED: OPTIONAL PARAGRAPH. INSERT IF USING "FLAGPOLE" PARAGRAPH UNDER SECTION 3. OTHERWISE, DELETE.**

#### **6.22 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.



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## SECTION 7 ADDITIONAL TERMS AND CONDITIONS

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**ACTION REQUIRED: INSERT SECURITY LEVEL BELOW AND ATTACH APPROPRIATE SECURITY STANDARDS FROM NATIONAL OFFICE OF LEASING GOOGLE SITE.**

**FOR ACTIONS 10,000 RSF OR LESS, DO NOT CONTACT FPS BUT INSTEAD USE FSL I UNLESS CLIENT AGENCY REQUESTS A HIGHER LEVEL. IF THE AGENCY REQUIRES A HIGHER FSL, THE RESPONSIBLE PBS ASSOCIATE SHOULD REACH OUT TO FPS TO CONFIRM THAT THIS HIGHER FSL IS APPROPRIATE.**

### 7.01 SECURITY REQUIREMENTS (OCT 2021)

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

**ACTION REQUIRED: MANDATORY PARAGRAPH IF PARAGRAPHS HAVE BEEN MODIFIED. LIST ALL MODIFIED LEASE PARAGRAPHS BELOW. OTHERWISE, DELETE.**

**NOTE: DO NOT LIST DELETED PARAGRAPHS (DELETED PARAGRAPHS ARE IDENTIFIED USING A DIFFERENT PROTOCOL). FOR FURTHER GUIDANCE, SEE "INSTRUCTIONS FOR CREATING LEASE AND REQUEST FOR LEASE PROPOSALS (RLP) DOCUMENTS" WHICH CAN BE FOUND AFTER THE TABLE OF CONTENTS.**

### 7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

\_\_\_\_\_  
\_\_\_\_\_

**ACTION REQUIRED: ONLY INCLUDE WHEN ANTICIPATING CONDUCTING NON-TRADITIONAL LEASE PHYSICAL ON-SITE TOURS AND INSPECTIONS PER LEASING ALERT LA-21-01.**

### 7.03 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

**ACTION REQUIRED: TO BE INCLUDED IN CONJUNCTION WITH CORRESPONDING RLP PARAGRAPH ENTITLED "SWING SPACE – RLP" WHEN THE CURRENTLY OCCUPIED GOVERNMENT SPACE IS A POTENTIAL HOUSING SOLUTION FOR THE NEW PROCUREMENT AND ANTICIPATED RENOVATIONS ARE EXPECTED TO DISRUPT TENANT OPERATIONS.**

**ACTION REQUIRED: INDICATE SPECIFICS, SF, NUMBER OF MOVES, ETC. BASED ON FINAL NEGOTIATED AGREEMENT.**

**NOTE: THIS LANGUAGE MAY NEED TO BE ALTERED BASED ON THE CIRCUMSTANCES OF THE PROCUREMENT. CHANGES MUST BE REVIEWED BY REGIONAL COUNSEL FOR LEGAL SUFFICIENCY PRIOR TO FINALIZING. LS/LCO MUST CONFIRM SWING SPACE REQUIREMENTS WITH TENANT AGENCY AND INCORPORATE AS APPROPRIATE.**

**NOTE: ATTACH AS EXHIBITS AGENCY SWING SPACE REQUIREMENTS AND DOCUMENTS PROVIDED BY THE INCUMBENT DURING OFFER STAGE, E.G., SWING SPACE PLAN AND SCHEDULE, FLOOR PLAN INDICATING BLOCKS OF SPACE, NARRATIVE.**

### 7.04 SWING SPACE – LEASE (OCT 2022)

A. The swing space plan and schedule are provided as Exhibit **XX**. The Government shall occupy **XXXXX** ABOA SF (**XXXXX** RSF) on **XX** floor at **[Address, City, State]** ("**Building Name**") as a temporary relocation of Government employees (including contractor personnel) during the completion of the tenant improvement work. Lessor shall be responsible for providing, constructing, and paying for swing space identified on Exhibit **XX**. Lessor shall be responsible for maintaining minimum standards for all space that remains occupied during the renovation, including, but not limited to, access to common areas, compliance with fire protection and life safety and air quality standards outlined within this Lease. Swing space shall comply with existing standards consistent with the existing space and be fully functional inclusive of fixtures, equipment, and telecommunications and data infrastructure. Fully functional shall include, at Lessor's sole cost, any additional costs associated with Government's service providers for tele-data or other required communication links between the swing space and Government-occupied space.

B. The Government must remain operational during its standard operating hours of Section **X.XX** of this Lease, throughout the course of any renovation within its current space and swing space.

C. Post-award, the Lessor must submit an updated swing space plan and schedule to the Government for review and approval. At a minimum, the updated swing space plan shall include detailed drawings depicting the various phases and an updated schedule detailing schedule of move. The

Government estimates to have approximately **XX** {NUMBER OF AGENCY EMPLOYEES} employees/contractors during the renovation phasing period. This updated swing space plan and schedule must be submitted at the same time as the initial submission of **ACTION REQUIRED: CHOOSE DESIGN INTENT DRAWINGS IF THE LEASE REQUIRES THE LESSOR TO COMPLETE DID'S. OTHERWISE, CHOOSE CONSTRUCTION DOCUMENTS. {DESIGN INTENT DRAWINGS} {CONSTRUCTION DOCUMENTS}**.

**ACTION REQUIRED: ONLY INCLUDE IF AN APPROVED SPACE LAYOUT WAS NOT PROVIDED AS PART OF THE INCUMBENT'S OFFER.**

D. The swing space shall have a space layout which allows the Government to function efficiently during renovation of final Space, as determined by the LCO.

E. Unless otherwise specified herein, the swing space shall comply with all standards and specifications as outlined within the Lease **XX-XXX-XXXXX** **ACTION REQUIRED: INPUT CURRENTLY EFFECTIVE LEASE NUMBER**, and the Lessor shall continue to provide all services and utilities as outlined under this Lease. Access to common areas, including, but not limited to lobbies, elevators, stairways and restrooms must be maintained at all times.

F. Ten (10) Working Days prior to the completion of the swing space, the Lessor shall issue written notice to the Government to schedule the inspection of the swing space for acceptance. The Government shall accept the swing space once it is substantially complete, and a Certificate of Occupancy (C of O) has been issued.

G. The Government shall pay rent during renovation in accordance with Lease **XX-XXX-XXXXX** **ACTION REQUIRED: INPUT CURRENTLY EFFECTIVE LEASE NUMBER**. and shall not pay additional rent for the swing space.

1. Except as otherwise noted, all costs associated with implementing the swing space plan shall be at the Lessor's expense, including, but not limited to, the following swing space costs:

- a. the cost to build-out the swing space including, but not limited to, electrical wiring, data cable, security system installation, and partitioning;
- b. the cost to move office furniture and equipment;
- c. the cost to balance the HVAC system;
- d. the cost to store and move all furniture or equipment that cannot be housed in swing space; and
- e. all permitting and certificate of occupancy costs, if applicable.

2. The Government shall be responsible for the cost of moving each employee (including contractor personnel) **one time only**, from the swing space(s) to the final Space. The Lessor shall be responsible for the cost of all moves in excess of one move per employee.

**ACTION REQUIRED: ATTACH SWING SPACE REQUIREMENTS**