

LEASING NO LSSXXXXX BUILDING NO XXXXXX

Warehouse Lease
GSA TEMPLATE FORM L201WH (09/03/26)

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 Template Form L201WH, hereinafter Lease Template). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on Offeror's submitted GSA Lease Proposal Template 1364WH, (hereinafter Lease Proposal Form) into a Lease Template, and transmit the completed Lease Template, together with appropriate attachments, to the successful 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 OFFICE OF THE GENERAL COUNSEL - LEASING DIVISION (OGC - LR), AS NEEDED. IN THE RARE INSTANCE OF A LEASE AWARD CONTINGENT UPON THE LESSOR'S SUBSEQUENT PURCHASE OF THE PROPERTY, YOU MUST SEEK OFFICE OF THE GENERAL COUNSEL - LEASING DIVISION (OGC - LR) 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.

[TYPE IN NAME OF LESSOR SIGNATORY AND TITLE, ENTITY NAME AND LEASE CONTRACTING OFFICER (LCO) NAME]
FOR THE LESSOR: **FOR THE GOVERNMENT:**

Name: _____

Title: _____

Entity: _____

Unique Entity Identifier (UEI): ____ TYPE IN UEI FROM GSA 1364, SECTION V, BLOCK 47 _____

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. 3090-0086.

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.

ACTION REQUIRED: LEASING SPECIALIST TO INPUT THE REQUIRED LEASE TERM

C. LEASE TERM

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

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, must 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 LEASE AND REQUEST FOR LEASE PROPOSALS (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] WHEN PRINTING THE FINISHED DOCUMENT.

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 OFFICE OF LEASING GOOGLE SITE OR G-REX.

TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

1. **CLICK** ON THE FILE TAB AT THE TOP LEFT OF THE COMPUTER SCREEN.
2. **CLICK** ON "OPTIONS" AT THE LEFT OF THE SCREEN, NEAR THE BOTTOM.
3. **CLICK** ON "DISPLAY" IN THE LEFT-HAND COLUMN OF THE SCREEN.
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 OFFICE OF THE GENERAL COUNSEL - LEASING DIVISION (OGC - LR) COUNSEL AND THE APPROPRIATE SUBJECT MATTER EXPERT, E.G., FIRE PROTECTION ENGINEER, NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PROGRAM MANAGER OR THE NEPA SPECIALIST, 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 (FOR EXAMPLE, 1.02)—

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 SUB-PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE SUB-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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (JUL 2026)

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. IF FREE SPACE IS OFFERED, CONSULT THE LATEST EDITION OF THE PRICING POLICY DESK GUIDE. [NOTE: MEZZANINE SPACE IN A WAREHOUSE IS USUALLY FREE SPACE, AND IS NOT TO BE INCLUDED IN THE AMOUNT OF SPACE LEASED]. USE WHOLE NUMBERS FOR RSF AND ABOA; ROUND CAF TO NEAREST PERCENTAGE (E.G. 12 PERCENT).

EXHIBIT X REFERS TO THE SITE AND 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. Warehouse and Related Space. **XXX,XXX** rentable square feet yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of warehouse and related Space 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 DOES NOT INCLUDE FREE SPACE (NOTE THAT THIS IS NOT THE SAME AS FREE RENT):

- A. Warehouse and Related Space. **XX** rentable square feet (RSF), yielding **XX** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of warehouse 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, must 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, must be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (JUL 2026)

The Government must have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas and must 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 BOTH AUTOMOBILE AND TRUCK & TRUCK TRAILER PARKING SPACES AND SPECIFY THE NUMBER OF "RESERVED" SPACES AND IF THEY ARE "SECURED." YOU MUST ALSO SPECIFY WHAT SIZE TRUCKS THE TRUCK SPACES MUST BE SIZED TO ACCOMMODATE. IF ANY OF THESE PARKING SPACES ARE "OFF-SITE," LESSOR MUST PROVIDE PROOF THAT IT OWNS THAT SITE OR HAS A LEASE FOR IT (WHICH LEASE MUST BE FOR AT LEAST AS LONG AS THE GOVERNMENT'S LEASE FOR THE SPACE). 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. Automobile Parking. **XXX** parking spaces for passenger vehicles as depicted on the plan attached hereto as Exhibit **X** of which **XX** spaces must be marked as reserved for the exclusive use of the Government. In addition, the Lessor must provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking must be included as part of the rental consideration.

ACTION REQUIRED: DELETE REFERENCE TO FENCING REQUIREMENTS IF THE SEMI-TRAILER/TRUCK PARKING IS NOT REQUIRED TO BE SECURED.

- B. Semi-Trailer Staging Area/Parking. **XXX** parking spaces sized for [TYPE OF] semis and [TYPE OF] trucks as depicted on the plan attached hereto as Exhibit **X** of which **XX** must be reserved for the exclusive use of the Government: **XX** of the reserved spaces must also be secured within a fenced-in area with a 10-foot-high fence with barbed wire angled outward in the location depicted on Exhibit **X** attached to this Lease. Should new fencing be required to meet this requirement, the cost of new fencing must be considered as a part of the shell to be provided by lessor. In addition, the Lessor must provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

C. Delivery Route.

1. At least one unobstructed route having no steps or abrupt changes in level must connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route must be 36 inches. If a route is less than 60 inches in width then it must have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
2. Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor must protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects must reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons must be provided.
3. Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
4. Gratings in a route surface must have spaces no wider than ½ inch in one direction and must be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. Delivery Ramps.

1. Any part of an accessible route with a slope greater than 1 foot rise in 20 feet must be considered a ramp. Where ramps are necessary, they must have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing must be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run must be 30 inches. Intermediate landings for turning ramps must measure a minimum of 5 feet by 5 feet.
2. Lessor must provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs must have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor must provide curb ramps wherever an accessible route crosses a curb. Curb ramps must not interfere with walks or vehicular traffic. The maximum slope of a curb ramp must be a 1-inch rise per 12 inch run. The maximum length of a curb ramp must be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts must have accessible controls and clearances, must comply with applicable safety regulations, and should facilitate unassisted entry and exit.

ACTION REQUIRED: USE SUB-PARAGRAPH E IF THE AGENCY'S SPACE REQUIREMENTS INCLUDE TELECOMMUNICATIONS DEVICES SUCH AS SATELLITE DISHES, ANTENNAS, AND RELATED TRANSMISSION DEVICES. OTHERWISE, DELETE.

E. 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.

F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

ACTION REQUIRED: DESCRIBE THE TYPE OF TRUCK AND ITS MINIMUM TURNING RADIUS BELOW. CHOOSE "PREFERRED" OR "REQUIRED", DEPENDING UPON THE CLIENT AGENCY'S REQUIREMENTS, PRIOR TO ISSUING THE RLP PACKAGE.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)

At a minimum, a truck turning radius of **XX feet** sized for **XXXXX (TYPE/SIZE OF TRUCK)** trucks must be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is **[preferred] [required]** in order to avoid the need for large turning areas.

ACTION REQUIRED: DESCRIBE THE TYPE OF TRUCK AND ITS MINIMUM TURNING RADIUS BELOW. CHOOSE "PREFERRED" OR "REQUIRED", DEPENDING UPON THE CLIENT AGENCY'S REQUIREMENTS, PRIOR TO ISSUING THE RLP PACKAGE.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

A minimum of **XXXXX** ABOA SF must have a clear ceiling height of **XX feet XX inches**, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of **XX feet**. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways must be avoided.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (JUL 2026)

The following minimum requirements apply to this Lease:

- A. Bay Width: **XX' XX"** (the distance from one side of the bay to the other side of the bay in linear feet and inches)
- B. Bay Depth: **XX' XX"** (the distance from the front of the bay to the back of the bay in linear feet and inches)
- C. Column Spacing: Columns must be **XX' XX"** linear feet apart from one another.

ACTION REQUIRED: ADJUST THE RENTAL RATES IN THE TABLE TO REFLECT THE ACTUAL AMORTIZATION OF TI AND BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). ADD ADDITIONAL TABLES AS NECESSARY FOR MULTIPLE STEP RENTS. TABLE DEFAULTS TO TI RENT AND BSAC DROPPING OUT AFTER FIRM TERM.

NOTE: THE INCLUSION OF THE AMORTIZED TI AND BSAC CANNOT CAUSE THE TOTAL FULLY SERVICED RENT TO EXCEED THE HIGH END OF THE MARKET OR PROSPECTUS LIMIT, IN WHICH INSTANCE A RWA IS NEEDED TO FUND THE EXCESS.

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.

NOTE: IN MOST COMMUNITIES, WAREHOUSE LEASES ARE NET OR A MODIFIED NET VERSION OF OPERATING COSTS, NOT FULL SERVICE LEASES. UNLESS THE LOCAL MARKET CUSTOMARILY PROVIDES OPERATING SERVICES AS A PART OF BASIC RENT, THE LEASE SHOULD BE NET OF OPERATING COSTS FOR SERVICES WITHIN THE LEASED SPACE. IN SUCH CASES, ONLY OPERATING EXPENSES FOR THE EXTERIOR COMMON AREAS (E.G., SITE MAINTENANCE, LANDSCAPING, SNOW REMOVAL, UTILITIES FOR EXTERIOR LIGHTING) AND BUILDING EXTERIOR MAINTENANCE WOULD BE INCLUDED IN OPERATING COSTS.

ACTION REQUIRED: THE LEASING SPECIALIST IS TO ENTER THE TI ALLOWANCE PRIOR TO ISSUANCE OF LEASE DOCUMENT WITH RLP. THE TI ALLOWANCE FOR WAREHOUSE/STORAGE USE IN A WAREHOUSE BUILDING IS EQUAL TO 20% OF THE GENERAL PORTION OF THE TENANT AGENCY'S TOTAL TI ALLOWANCE AS ADJUSTED FOR THE LOCAL CONSTRUCTION INDEX. IF THERE ARE ALSO NON-STORAGE USES PROPOSED WITHIN THE WAREHOUSE BUILDING, (SUCH AS OFFICE), THEN THE TI ALLOWANCE FOR THAT NON-STORAGE PORTION (E.G., OFFICE) IS THE FULLY ALLOWED TOTAL GENERAL TI ALLOWANCE, (ADJUSTED FOR THE LOCAL CONSTRUCTION INDEX), PLUS THE CUSTOM TIER ALLOWANCE FOR THAT AGENCY FOR THE OFFICE PORTION. THE OA TOOL WILL AUTOMATICALLY CALCULATE THIS BLENDED TI ALLOWANCE BASED UPON THE SQUARE FOOTAGE DEVOTED TO WAREHOUSE AND OFFICE (OR OTHER) USES. SEE THE OA TOOL FOR ADDITIONAL DETAIL ON DETERMINING THE TI ALLOWANCE FOR OCCUPANCIES THAT INCLUDE NON-STORAGE SPACE TYPES WITHIN A WAREHOUSE BUILDING. ALTERNATIVELY, LEASING SPECIALISTS CAN ALSO USE THE FUNCTIONAL COST ESTIMATE METHODOLOGY TO ESTABLISH THE TI ALLOWANCE. IN THESE INSTANCES, PRICING MUST BE CONSULTED BEFORE ISSUING THE RLP AND LEASE TO OBTAIN APPROVAL FOR A FUNCTIONAL COST ESTIMATE TIA DETERMINATION BY THE PRICING DIVISION OF PORTFOLIO MANAGEMENT. REFERENCE THE PRICING DESK GUIDE FOR THIS METHODOLOGY AS THE STANDARD IS FOR BASIC FUNCTIONALITY (NOT FINISH, FIXTURE, OR FEATURE ENHANCEMENTS).

1.06 RENT AND OTHER CONSIDERATION (WAREHOUSE) (JUL 2026)

A. The Government must 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 ¹	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS ²	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TENANT IMPROVEMENTS RENT ³	\$ XXX,XXX.XX	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ XXX,XXX.XX	\$0.00
PARKING ⁵	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TOTAL ANNUAL RENT⁷	\$XXX,XXX.XX	\$XXX,XXX.XX

¹Shell rent reflects rental rates as follows:

Firm Term: \$XX per RSF, as rounded to nearest penny.

Non-Firm Term: \$XX per RSF, as rounded to nearest penny.

²Operating Costs rent reflects a rate of \$XX per RSF, as rounded to nearest penny.

³Tenant Improvement (TI) Allowance of \$XX.XX per ABOA SF is amortized at a rate of X percent per annum over XX years. Subject to adjustment based upon the final TI cost to be amortized in the rental rate. The Government must not be liable for unamortized costs beyond the Firm Term.⁴Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years. Subject to adjustment based upon the final BSAC cost to be amortized in the rental rate. The Government must not be liable for unamortized costs beyond the Firm Term.

⁵Parking must be provided at a rate of \$XX per parking space per month (structure/inside), and \$XX per parking space per month (surface/outside)..

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

ACTION REQUIRED: THE FOLLOWING PARAGRAPH CAN BE OPTIONAL, DEPENDING UPON THE MARKET. DELETE IF THE PARAGRAPH DOES NOT APPLY TO A SPECIFIC MARKET.

NOTE: IN MOST COMMUNITIES, WAREHOUSE LEASES ARE A MODIFIED NET VERSION OF OPERATING COSTS, NOT FULL SERVICE LEASES. UNLESS THE LOCAL MARKET CUSTOMARILY PROVIDES OPERATING SERVICES, THE LEASE SHOULD BE NET OF OPERATING COSTS FOR SERVICES WITHIN THE LEASED SPACE. IN SUCH CASES, OPERATING COSTS SHOULD BE LIMITED TO THE COMMON AREAS, BUILDING EXTERIOR, AND SITE MAINTENANCE.

B. Operating Cost Base. 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: 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) and will be provided at no cost to the Government.

NOTE: THERE ARE 3 PRICING METHODS LISTED FOR A/E FEES:

- \$ PER ABOA SF
- \$ FLAT FEE
- % OF TI AND BSAC CONSTRUCTION COSTS (MOST COMMONLY USED)

LESSOR PM FEES ARE ALWAYS STATED AS A PERCENTAGE**ACTION REQUIRED: AT LEASE AWARD, CHOOSE THE APPROPRIATE METHOD AND DELETE THE OTHER TWO.**

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

1. Architect/Engineer (A/E) Fees: \$XX per ABOA SF, \$XX flat fee, or XX%, and
2. Lessor's Project Management Fee (% of TI and BSAC Construction Costs): XX%.

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

- E. 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 must not be liable for any costs, including unamortized costs, beyond the Firm Term.
- 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.

ACTION REQUIRED: DELETE SUB-PARAGRAPH H FOR FSL I OR TURNKEY BSAC PRICING)

- G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- H. If the Government leases the Premises for less than a full calendar month, then rent must be prorated based on the actual number of days leased for that month.
- I. Lessor must 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: INCLUDE SUB-PARAGRAPH "3" IF FULLY SERVICED. IF NOT FULLY SERVICED, DELETE, AND INCORPORATE LEASE EXHIBIT, NET UTILITIES.**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.
 4. Meters for utilities. Sub-meters are not acceptable. The Lessor must 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 must be provided to assure compliance with heating and air conditioning requirements.
- J. 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 improvement/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: USE IF TERMINATION RIGHTS ARE NEGOTIATED. OTHERWISE, DELETE.**1.07 TERMINATION RIGHTS (JUL 2026)**

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 must 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 must accrue after the effective date of termination.

ACTION REQUIRED: ENTER THE COMPLETE SET OF RENEWAL OPTION TERMS BELOW INCLUDING IDENTIFYING THE RENEWAL OPTION AS EITHER:

- EVALUATED AT THE TIME OF LEASE AWARD ("EVALUATED OPTION"), MEANING THE OPTION WAS SOUGHT AS PART OF THE RLP AND INCLUDED IN THE PRICE EVALUATION/PVA; OR
- EVALUATED AT TIME OF EXERCISE ("UNEVALUATED OPTION"), MEANING THAT THE OPTION WAS NOT REQUIRED BY THE RLP BUT WAS INSTEAD FREELY OFFERED BY THE SUCCESSFUL OFFER; UNEVALUATED OPTIONS ARE NOT INCLUDED IN THE PRICE EVALUATION/PVA

NOTE: THE PROCEDURES FOR EXERCISING THESE OPTIONS ARE DIFFERENT.

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).X

1.08 RENEWAL RIGHTS (JUL 2026)

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 XX - XX		Evaluated or Unevaluated
	Annual Rent	Annual Rate / RSF	
Shell Rental Rate	\$XX	\$XX	
Operating Costs	Operating cost base must 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, must 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
- SOURCE SELECTION AND/OR NEW CONSTRUCTION TECHNICAL SUBMISSIONS

FOR BROKER PROJECTS THE SIGNED COMMISSION AGREEMENT IS NOT INCLUDED AS AN ATTACHMENT TO THE LEASE

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, DOL WAGE DETERMINATION, 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: ONLY INCLUDE "FOREIGN OWNERSHIP AND FINANCING REPRESENTATION" FOR FSL III, IV OR V PROJECTS. OTHERWISE, DELETE. YOU MUST NOTIFY CLIENT AGENCY AND THE OFFICE OF LEASING PRODUCTION MANAGER PRIOR TO AWARD IF THE REPRESENTATION DISCLOSES FOREIGN OWNERSHIP OR FINANCING.

1.09 DOCUMENTS INCORPORATED IN THE LEASE (JUL 2026)

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

Document Name	No. of Pages	Exhibit
Floor Plan(s)		
Parking Plan(s)		
Site Plan(S)		
Agency Special Requirements		
Security Requirements		
Racking/Stacking Plan(s)		
GSA 3517B, General Clauses		
Seismic Form C, Building Retrofit Or New Construction Pre-award Commitment		
Approved Small Business Subcontracting <u>PLAN [IF OFFEROR CERTIFIES ENTITY AS AN OTHER THAN SMALL BUSINESS AND AGGREGATE RENT IS OVER \$900,000]</u>		
DOL Wage Determination <u>[WHEN INCLUDING "LABOR STANDARDS" LEASE PARAGRAPH. THE OFFICIAL WEBSITE FOR OBTAINING WAGE DETERMINATIONS IS SAM.GOV]</u>		
Revision(s) to Lease Issued Under RLP Amendment Number(s) X		
GSAR 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space <u>[FOR FSL III AND ABOVE PROJECTS ONLY]</u>		
Broker Commission Exhibit <u>[WHEN LEASE WILL BE TASKED UNDER THE NATIONAL BROKER CONTRACT]</u>		
Net Utilities Exhibit <u>[WHEN LEASE WILL BE NET OF UTILITIES AND/OR JANITORIAL SERVICES]</u>		
New Construction Exhibit <u>[WHEN LEASE WILL BE NEW CONSTRUCTION]</u>		
Prospectus Exhibit <u>[WHEN LEASE WILL BE PROSPECTUS]</u>		
Swing Space Exhibit <u>[WHEN LEASE PROJECT WILL NEED SWING SPACE]</u>		
California Tax Exhibit <u>[WHEN REAL ESTATE TAX ADJUSTMENT IN CA APPLIES]</u>		

1.10 RENTAL ADJUSTMENT: TENANT IMPROVEMENT, BUILDING SPECIFIC AMORTIZED CAPITAL (JUL 2026)

- A. The Government, at its sole discretion, must make all decisions as to the use of the Tenant Improvement Allowance (TIA) and/or Building Specific Amortized Capital (BSAC). The Government may elect to make lump sum payments for any or all work covered by the TIA and/or BSAC. The Government may use all or part of the TIA and/or BSAC. The Government may return to the Lessor any unused portion of the TIA and/or BSAC in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.
- B. All relevant tax adjustment documentation (e.g. copies of paid tax receipts, invoices) must be submitted online at leasing.gsa.gov or a successor portal.
- C. If it is anticipated that the Government will spend more than the identified TIA and/or BSAC, the Government may elect to:
1. Reduce the build-out 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.

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].

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2024)

- 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 at leasing.gsa.gov or a successor portal.

ACTION REQUIRED: DELETE THIS PARAGRAPH UNLESS THE LCO DETERMINES THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO NEGOTIATE AND ESTABLISH A TAX BASE UPFRONT. IN MOST INSTANCES IT IS BETTER TO RELY UPON THE PARAGRAPH "REAL ESTATE TAX ADJUSTMENT," WHICH OUTLINES HOW THE TAX BASE IS ESTABLISHED, INSTEAD OF AGREEING TO A PRE-ESTABLISHED TAX BASE.

NOTE: A NEGOTIATED TAX BASE AMOUNT SHOULD ONLY BE ESTABLISHED AFTER CAREFUL RESEARCH AND CONSULTATION WITH THE ZONAL LCA TEAM, TO CONFIRM THAT IT ACCURATELY REFLECTS THE ANTICIPATED TAX BASE FOR THE PROPERTY, FULLY ASSESSED, FOR THE FIRST YEAR OF OCCUPANCY. SETTING A TAX BASE THAT IS TOO LOW SHIFTS RISK TO THE GOVERNMENT.

NOTE: AS DEFINED UNDER THE "REAL ESTATE TAX ADJUSTMENT" PARAGRAPH, THE REAL ESTATE TAX BASE MUST REFLECT ENTIRE PROPERTY AND NOT JUST THE OCCUPIED SPACE.

1.12 REAL ESTATE TAX BASE (JUL 2026)

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

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 NOT-REQUIRED SERVICES AND UTILITIES IN THE VACANT SPACE.

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUL 2026)

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 must be reduced by \$XX.XX per ABOA SF of Space vacated by the Government. This reduction must occur after the Government gives 30 calendar days' prior notice to the Lessor and must continue in effect until the Lease expires or is terminated.

ACTION REQUIRED: USE IF CLIENT AGENCY ANTICIPATES THAT IT MAY ORDER PERIODIC OVERTIME HVAC. DO NOT USE THESE RATES FOR 24/7 HVAC OR OTHER ROUTINE/RECURRING SERVICES THAT SHOULD BE ROLLED INTO THE OPERATING RENT.

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 UTILITIES LEASES.

1.14 HOURLY OVERTIME HVAC RATES (JUL 2026)

- A. The following rates must 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 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: ☐ AM through ☐ PM
2. Sunday: ☐ AM through ☐ PM

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.

1.15 BUILDING IMPROVEMENTS (JUL 2026)

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

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

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (JUL 2026)

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

A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
5. "Lease Term Commencement Date" means the date on which the lease term commences.
6. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
7. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

B. Real Property Terms

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.
3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g., parking areas).
4. "Building" means building(s) situated on the property in which the premises are located.
5. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
6. "Firm Term" means the part of the lease term that is not subject to termination rights.
7. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
8. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
9. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
10. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
11. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types

2.02 AUTHORIZED REPRESENTATIVES (JUL 2026)

Signatories to this Lease must have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons must 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 must have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (JUL 2026)

Lessor must have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 - 1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - 2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 CHANGE OF OWNERSHIP/NOVATION (JUL 2026)

- A. 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.
- B. If title is transferred, the Lessor must notify the Government within five days of the transfer of title.
- C. The Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) must execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment. The Government's obligation to pay rent to the Transferee must commence on the effective date of the Lease Amendment incorporating the Novation Agreement.
- D. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor must remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition must the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.
- E. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space. This representation must be completed annually.

ACTION REQUIRED: OPTIONAL PARAGRAPH. MAY BE DELETED IF TAX ADJUSTMENTS ARE NOT CONTEMPLATED FOR THE PROCUREMENT OR IF THE SUCCESSFUL OFFEROR IS NOT SEEKING FUTURE TAX ADJUSTMENTS.

ACTION REQUIRED: FOR ANY LEASE CONTRACT AWARD IN THE STATE OF CALIFORNIA WHERE REAL ESTATE TAX ADJUSTMENTS ARE INCLUDED:

- A. DELETE THIS PARAGRAPH (SEE "INSTRUCTIONS FOR CREATING LEASE AND REQUEST FOR LEASE PROPOSAL DOCUMENTS", "TO DELETE A PARAGRAPH" INSTRUCTIONS AT THE BEGINNING OF THIS TEMPLATE).
- B. INSERT THE FOLLOWING LANGUAGE: "REAL ESTATE TAX ADJUSTMENT - CALIFORNIA" IS ATTACHED HERETO AS EXHIBIT X AND INCORPORATED HEREIN."
- C. ATTACH EXHIBIT "REAL ESTATE TAX ADJUSTMENT – CALIFORNIA."

NOTE: FOR SOME STATES (CALIFORNIA, FOR EXAMPLE) IT WILL BE NECESSARY TO MODIFY THIS PARAGRAPH. LCOS MUST CONSULT WITH OGC - LR PRIOR TO MAKING ANY CHANGES TO THE TAX PARAGRAPH BELOW.

2.05 REAL ESTATE TAX ADJUSTMENT (AUG 2026)

- 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 must be calculated in accordance with this paragraph. This Real Estate Tax Adjustment paragraph does not apply to leases in the state of California.
- 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 must 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 must 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 must 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 must 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 must pay its share of any increases and must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must accrue daily on the amount of the credit and must be compounded in 30 day increments inclusive from the first day after the due date through the payment date. The Government must 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 must survive the expiration of this Lease.
 7. In order to obtain a tax adjustment, the Lessor must 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 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 MUST 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 must 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 must have the right to approve the selection of counsel who must represent the Lessor with regard to such appeal, which approval must not be unreasonably withheld, conditioned or delayed, and the Lessor must be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

ACTION REQUIRED: CHOSE ONE OF THE TWO SUB-PARAGRAPHS BELOW LABELED "A" BASED UPON WHETHER THE LEASE IS TO BE FULLY SERVICED, NET OF UTILITIES, OR NET OF UTILITIES AND JANITORIAL.

NOTE: THE FOLLOWING PARAGRAPH CAN BE OPTIONAL, DEPENDING UPON THE MARKET. DELETE ENTIRE PARAGRAPH WHEN THE LEASE IS NET OF UTILITIES, JANITORIAL SERVICES, AND TRASH REMOVAL—MEANING THE GOVERNMENT, GSA, OR THE CLIENT AGENCY OBTAINS AND PAYS DIRECTLY FOR THESE SERVICES—THEN THERE SHOULD BE NO ANNUAL ADJUSTMENT IN THE LEASE FOR OPERATING COST ESCALATIONS.

2.06 OPERATING COSTS ADJUSTMENT (JUL 2026)

- A. Beginning with the second year of the Lease and each year thereafter, the Government must 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.

2.07 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUL 2026)

ACTION REQUIRED: FILL IN NUMBER OF CALENDAR DAYS UNDER SUB-PARAGRAPH A BELOW.

ACTION REQUIRED: FOR LEASES AWARDED WHERE THE CURRENT ZONING WAS NOT IN COMPLIANCE AT THE TIME OF LEASE AWARD, BUT OFFEROR PROVIDED AN ACCEPTABLE PLAN AND SCHEDULE OUTLINING HOW THEY WILL OBTAIN THE NECESSARY ZONING APPROVALS, ADD THIS ZONING APPROVAL AS A POST-AWARD SUBMITTAL REQUIREMENT.

ACTION REQUIRED: IN RARE INSTANCES WHERE A LEASE WAS AWARDED CONTINGENT UPON THE LESSOR'S PURCHASE OF THE PROPERTY, ADD PROOF OF PURCHASE/OWNERSHIP AS A POST-AWARD SUBMITTAL REQUIREMENT.

- A. Within **XX** days after design has commenced as provided in paragraph titled "Schedule for Completion of Space", if requested the Lessor must provide to the LCO (or representative designated by the LCO) evidence of:
 1. A firm commitment of funds in an amount sufficient to perform the work.

2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
- B. The Government must have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraph A has been satisfied.
- C. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor must provide to the LCO evidence of:
1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
 2. Issuance of required permits for construction of the TIs.

2.08 ENTITY NAME (OCT 2023)

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

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 WORK PERFORMANCE (JUL 2026)

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

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976.

3.02 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUL 2026)

- A. The Lessor must 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.
- B. The Government will not pay for existing fixtures and other TIs accepted in place.

ACTION REQUIRED: USE "CONSTRUCTION WASTE MANAGEMENT" FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. DELETE FOR ACTIONS LESS THAN 10,000 RSF.

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976.

NOTE: GUIDANCE FOR LCO FOR THE SUBMITTAL – MAXIMIZING RECYCLED/SALVAGED MATERIAL IS AT LEAST 50% FROM CONSTRUCTION, DEMOLITION, AND PACKAGING DEBRIS. THE LCO MAY APPROVE ALTERNATIVE MEANS, FOR EXAMPLE SMALL QUANTITY OF MATERIAL, EXTRAORDINARY COMPLEX NATURE OF WASTE DISPOSAL METHOD, PROHIBITIVE EXPENSE FOR RECYCLING, ETC.

3.03 CONSTRUCTION WASTE MANAGEMENT (JUL 2026)

For leases 10,000 RSF or greater, the requirements below apply:

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. Submittal Requirement: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan must quantify material diversion goals and maximize the materials to be recycled and/or salvaged. Where waste disposal may be a prohibitive the Lessor may request alternative means of disposal, to be approved by the LCO.
- C. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they must be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

NOTE: IN ACCORDANCE WITH THE TOXIC SUBSTANCES CONTROL ACT OF 1976.

3.04 WOOD PRODUCTS (JUL 2026)

- A. Particle board, medium-density fiberboard, and hardwood plywood must be free of formaldehyde and labeled as Toxic Substances Control Act (TSCA) Title VI compliant. Other wood types such as strawboard must be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space must not exceed 0.016 parts per million (ppm) of formaldehyde.
- B. All materials comprised of combustible substances, such as wood plywood and wood boards, must be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

ACTION REQUIRED: USE SUB-PARAGRAPH C FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. DELETE FOR ACTIONS LESS THAN 10,000 RSF.

- C. For leases 10,000 RSF or greater, new installations of wood products must not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species.

3.05 ADHESIVES AND SEALANTS (JUL 2026)

- A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) must meet the requirements of the manufacturer of the products adhered or involved. The Lessor must 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 must be limited to those having a flash point of 140 degrees F or higher.

3.06 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (JUL 2026)

- A. The Building Shell must 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 must be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components must be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, must be complete. Restrooms must be complete and operational with an adequate number of fixtures for men and women to meet current local codes based on building occupancy and use. All newly installed Building shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., must be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is

common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

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

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUL 2026)

- A. The Lessor must 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 must, 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.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, must 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 must 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. The Lessor must provide design and construction and performance information 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.

3.08 VESTIBULES (JUL 2026)

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

ACTION REQUIRED: USE WHEN LEASE WILL BE FOR FULL GOVERNMENT OCCUPANCY OR PARTIAL OCCUPANCY THAT INCLUDES EXTERIOR ENTRANCES. OTHERWISE, DELETE.

- B. The Lessor must provide permanent entryway systems (such as grilles or grates) 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 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 (WAREHOUSE) (JUL 2026)

- A. Prior to occupancy, the Premises and any parking garage areas must 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 must have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Doors must 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 (WAREHOUSE) (JUL 2026)

- 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) must be protected by an automatic fire sprinkler system.
- B. The entire warehouse building must be protected throughout by an automatic fire sprinkler system(s) when the offered space exceeds 10,000 rentable square feet in area.
- C. Automatic fire sprinkler system(s) must 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.
- D. Automatic fire sprinkler system(s) must 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).

3.11 FIRE ALARM SYSTEM (WAREHOUSE) (JUL 2026)

- A. A Building-wide fire alarm system must be installed when the offered Space exceeds 40,000 square feet of RSF.
- B. The fire alarm system must 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. Fire alarm systems must 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 must 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 must 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.

NOTE: IN ACCORDANCE WITH THE ENERGY INDEPENDENCE AND SECURITY ACT (EISA) OF 2007.

3.12 ENERGY INDEPENDENCE AND SECURITY ACT (JUL 2026)**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 must 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 must 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 must provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.
- 3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

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

- B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet must 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" must mean "Lessor", and "exceeds 5,000 square feet" must mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason.

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

ACTION REQUIRED: OPTIONAL PARAGRAPH FOR WAREHOUSE MODEL UNLESS A MEZZANINE IS REQUIRED IN WHICH CASE IT BECOMES A MANDATORY PARAGRAPH. OTHERWISE, DELETE.

3.13 ELEVATORS (WAREHOUSE) (JUL 2026)

- A. The Lessor must provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service must be available during the normal hours of operation specified in the in this Lease.
- B. Code. Elevators must 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 must 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 must be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (actual date of installation). The elevators must 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 must be equipped with telephones or other two-way emergency communication systems. The system used must be marked and must reach an emergency communication location staffed 24 hours per day, 7 days per week.

3.14 DEMOLITION (JUL 2026)

The Lessor must 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 must be done at the Lessor's expense.

3.15 ACCESSIBILITY (JUL 2026)

The Building, leased Space, and areas serving the leased Space must be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent must apply.

3.16 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (JUL 2026)

- A. Office Space must have windows in each exterior bay unless waived by the LCO.
- B. Exterior doors must be weather tight and must open outward. Fire door assemblies must be listed and labeled. Labels on fire door assemblies must be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices must 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 must have door handles or door pulls with heavyweight hinges. All doors must have corresponding doorstops (wall or floor mounted), automatic door closers, and silencers. All Building exterior doors must have locking devices installed to reasonably deter unauthorized entry.
- D. Loading docks must have a roll-up coiling type door with lock.

3.17 WINDOWS (JUL 2026)

- A. Office Space must have windows in each exterior bay unless waived by the LCO.
- B. All exterior window assemblies must be locked, weather resistant and watertight. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

3.18 PARTITIONS (JUL 2026)

- A. General.
 1. Partitions in public areas must be marble, granite, hardwood, or drywall covered with durable wall covering or high-performance coating, or equivalent pre-approved by the LCO.

ACTION REQUIRED: ONLY USE SUB-PARAGRAPH B FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER AND WHERE THE LEASE REFLECTS 100% OCCUPANCY OF THE BUILDING. OTHERWISE, DELETE.

2. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor must use materials for newly installed gypsum board meeting applicable, statutory criteria related to the use of BioPreferred material(s).

B. Permanent.

1. Permanent partitions must extend from the structural floor slab to the structural ceiling slab. They must be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They must 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 must be enclosed by partitions and must 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.

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

ACTION REQUIRED: ONLY USE SUB-PARAGRAPH B FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER AND WHERE THE LEASE REFLECTS 100% OCCUPANCY OF THE BUILDING. OTHERWISE, DELETE..

- B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor must use materials for newly installed gypsum board meeting applicable, statutory criteria related to the use of BioPreferred material(s).

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976.

3.19 INSULATION: THERMAL, ACOUSTIC, AND HVAC (JUL 2026)

- A. No insulation installed with this project must be material manufactured using chlorofluorocarbons (CFCs), nor must CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow must be rated for that exposure or must be encapsulated.
- C. Insulating properties for all materials must meet or exceed applicable industry standards. Polystyrene products must meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation must 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 must 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.

ACTION REQUIRED: ONLY USE SUB-PARAGRAPH F FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. DELETE FOR ACTIONS LESS THAN 10,000 RSF.

- F. For leases 10,000 RSF or greater, all insulation products must meet applicable, statutory criteria related to recycled content.

3.20 WALL FINISHES—SHELL (JUL 2026)

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

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

3.21 PAINTING—SHELL (JUL 2026)

- A. The Lessor must bear the expense for all painting associated with the Building shell. These areas must include all common areas. Exterior perimeter walls and interior core walls within the Space must be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor must repaint, at the Lessor's expense, as necessary during TIs.

ACTION REQUIRED: ONLY USE SUB-PARAGRAPH B FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. DELETE FOR ACTIONS LESS THAN 10,000 RSF.

- B. For leases 10,000 RSF or greater, primer must meet applicable, statutory criteria related to the use of BioPreferred material(s).

ACTION REQUIRED: SEE BLUE TEXT HIDDEN INSTRUCTIONS IMBEDDED IN SUBPARAGRAPH A BELOW AND MODIFY AS APPROPRIATE.

NOTE: AMOUNTS IN RED BELOW ARE SHELL STANDARD FOR WAREHOUSE SPACE. ANY MORE STRINGENT REQUIREMENT WILL HAVE TO BE FUNDED FROM THE TENANT IMPROVEMENT ALLOWANCE OR THROUGH USE OF A RWA]

3.22 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (JUL 2026)

- A. All adjoining floor areas must be of a common level, and meet ASTM Standard E1155, with a minimum levelness of **Ff35** and **FL25**. [Ff35 and FL25 ARE STANDARD TYPICAL SPECS FOR FLOOR LEVELNESS. IN THE EVENT THE AGENCY'S SPECIAL REQUIREMENTS NECESSITATE SUPER-LEVEL FLOORS, REVISE AS APPROPRIATE] Warehouse areas must have a minimum live load capacity of [INSERT THE AMOUNT PER THE AGENCY'S REQUIREMENTS]: Warehouse areas must have a minimum live load capacity of [INSERT THE AMOUNT PER THE AGENCY'S REQUIREMENTS]: **[e.g., 350]** pounds per square foot. The Government may require Lessor to provide written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer. The Government may also require calculations and structural drawings at no cost to the Government, by a registered Professional Engineer.

- B. Warehouse floor surfacing must have the appropriate surface performance for the operations being performed as outlined in the following table and as verified with in situ testing. The appropriate surface performance must be maintained throughout the life of the lease term. Periodic in situ testing must be performed at a frequency appropriate for the expected useful life of the floor attribute required to be maintained:

ACTION REQUIRED: SELECT ONE OR MORE OF THE FOLLOWING (SPECIAL, CLASS 1, 2 OR 3) IN CONFORMANCE WITH THE AGENCY'S REQUIREMENTS:

	DUTY	APPLICATION	PERFORMANCE
a. Special	Unique requirements	One or more of the following attributes 1. Very heavy-duty operational or equipment traffic 2. Unique surface reflectance criteria 3. Anti slip/ anti-skid 4. Chemical resistance 5. Anti-static 6. Critical free movement floor 7. Critical defined movement floor 8. Critical dust control 9. Joint free	In addition to the Class 1-3 below Note: should one or more of the application attributes be critical for the performance of the required operation seek specialized help in tailoring the appropriate requirements)
b. Class 1	Very High Abrasion, steel wheel traffic and impact	Heavy-duty duty impact from pallets/skid steer forks	<.1mm abrasion resistance Maintenance free joints
c. Class 2	High-abrasion steel wheel or hard wheel traffic	Medium—	<.3 mm abrasion resistance Maintenance free joints
d. Class 3	light abrasion—rubber tire and foot traffic	Light duty	Dust free finish

1. Floor Hardeners, or coatings must be utilized to achieve the wear performance for the appropriate duty class required in the above table. Coatings, such as polyurethanes membranes are only acceptable for class 3. Should hardeners be required then nano-lithium silicates or other environmentally friendly practices must be employed.
2. In situ abrasion resistance required of class 2 or 3 must be determined in accordance with BS EN 13892-4: 2002.

3.23 FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (JUL 2026)

- A. Exposed interior floors in primary entrances and lobbies must be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors must be high-grade carpet, marble, granite, or terrazzo. Resilient flooring must be used in telecommunications rooms. Floor perimeters at partitions must have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile must be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.

3.24 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (JUL 2026)

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

3.25 BUILDING SYSTEMS (JUL 2026)

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

ACTION REQUIRED: AMOUNTS IN RED BELOW ARE SHELL STANDARD FOR WAREHOUSE SPACE. IF GREATER AMOUNTS OF ELECTRICAL CAPACITY ARE REQUIRED BY THE CLIENT AGENCY'S REQUIREMENTS THEN THE COST OF ANY AMOUNTS IN EXCESS OF THOSE SHOWN BELOW ARE TO BE PAID FOR FROM THE TI ALLOWANCE OR BY A RWA.

3.26 ELECTRICAL—SHELL (WAREHOUSE) (JUL 2026)

- A. The Lessor must be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard must apply. The electrical panel supplying electrical service to the warehouse Space must be located in an enclosed room. The enclosed room should only contain electrical infrastructure and not used for any other purpose. The enclosure must be located within the warehouse Space to be leased and not serve other non-leased facilities. The enclosure must have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. The electrical distribution panels enclosed in the electrical room must include: single-phase 120/240 volt service or 3-phase 120/208 volt for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. A minimum of 160 amps at 120/240 volts per **4,000** rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) must be provided to circuit breaker panelboards with 200 amp main circuit breakers in the Space. All switchgear, fuses, and circuit breakers must be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space must have, 3 phase, 4-wire, 60 hertz

electric service available. In no event must such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF of Occupant Area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.

- B. Main power distribution switchboards and distribution and lighting panel boards must be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards must be supplied with separate equipment ground buses. All power distribution equipment must be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers must be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets must be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor must provide duplex utility outlets in restrooms, corridors, electrical/mechanical rooms and dispensing areas

3.27 PLUMBING (JUL 2026)

The Lessor must 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, must be included in the shell rent.

ACTION REQUIRED: OPTIONAL PARAGRAPH. MODIFY AS NEEDED TO MEET THE CLIENT AGENCY'S REQUIREMENTS.

3.28 DRINKING FOUNTAINS (WAREHOUSE) (JUL 2026)

Lessor must provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the premises, they also must be provided by Lessor as part of the shell rental. The fountains must comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA National Primary Drinking Water Regulations under the Safe Drinking Water Act of 1974 or more stringent, applicable state or local regulations. The Lessor must serve as first responder to any occupant complaints about drinking water. The Lessor must promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

ACTION REQUIRED: USE THE TABLE BELOW TO DETERMINE THE NUMBER OF PLUMBING FIXTURES NEEDED FOR ANY OFFICE AND RELATED AREAS WITHIN THE SPACE. ALSO, CONSULT WITH THE CLIENT AGENCY TO DETERMINE IF ANY PLUMBING FIXTURES ARE NEEDED FOR THE STORAGE AREA PORTIONS OF THE SPACE. IF SO, ADD THAT REQUIREMENT TO THE AMOUNTS REQUIRED BY THE BELOW TABLE.

3.29 RESTROOMS (WAREHOUSE) (JUL 2026)

- A. For Warehouse Area, Lessor must provide at its cost, restroom facilities which are handicap accessible, with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use.
- B. For Occupant Area within the Warehouse Building, if this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor must provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

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

- C. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women must be provided with sufficient fixtures (water closets, sinks, and urinals), in accordance with local code or ordinances.
- D. These facilities must be located on each floor occupied by the Government in the Building and must be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms. Each restroom must 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 must not be visible when the exterior door is open.
- E. Restrooms must meet ABAAS requirements as stated under this Lease.
- F. Each main restroom must contain the following, including supplies:
1. A mirror and shelf above the lavatory.
 2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.

3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976.

9. Newly installed restroom partitions must be made from recovered materials.
10. Restrooms must be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems must be provided with a 24/7 seven-day clock to allow programming.

ACTION REQUIRED: ONLY USE FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. DELETE FOR ACTIONS LESS THAN 10,000 RSF.

3.30 PLUMBING FIXTURES: WATER CONSERVATION (MAY 2025)

- A. For leases 10,000 RSF or greater, the specifications listed below apply to:
 1. New installations of plumbing fixtures,
 2. Replacement of existing plumbing fixtures, or
 3. Existing non-conforming fixtures where the Government occupies the full floor.
- B. The following must comply with flush volumes or flow rates per the Energy Policy Act of 2005:
 1. Water closets must have a flush volume of 1.6 gallons per flush or less,
 2. Urinals must have a flush volume of 1 gallon per flush or less,
 3. Lavatory faucets must have a flow rate of 0.5 gallons per minute or less.

NOTE: RADIANT HEATING SYSTEMS, WHETHER HOT WATER OR GAS-FIRED, MAY BE CONSIDERED IN LIEU OF CONVECTIVE OR ALL-AIR HEATING SYSTEMS AS AN ENERGY SAVINGS MEASURE. OVERHEAD TYPE SYSTEMS ARE ACCEPTABLE.

NOTE: CONSIDER REQUIRING SEPARATE HEATING AND VENTILATION SYSTEMS FOR LOADING DOCKS WHEN THERE IS SIGNIFICANT RISK OF THREATENING INTERNAL EVENTS.

NOTE: IN ACCORDANCE WITH THE CLEAN AIR ACT OF 1963 AND THE AMERICAN INNOVATION IN MANUFACTURING ACT OF 2020.

3.31 HEATING AND VENTILATION—SHELL (WAREHOUSE) (JUL 2026)

- A. Warehouse areas. Temperature control for all warehouse areas must be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters must be controlled by individual thermostats mounted in the area of the unit heaters or controlled from a central master time clock of the 7-day type with a separate manual overdrive switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats must be secured from manual operation by key or locked cage. A key must be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters must be mounted tight to the ceiling for maximum headroom. (NOTE: DOES NOT INCLUDE AIR CONDITIONING AND MAY NEED TO BE CUSTOMIZED TO MEET THE AGENCY'S SPECIAL REQUIREMENTS.) (NOTE: IF THE AGENCY'S REQUIREMENTS CALL FOR ROUTINE RELEASE OF AIRBORNE ELEMENTS LIKE THOSE FROM SPRAY PAINTING OR AN INDOOR FIRING RANGE, CONSIDER USE OF INDUSTRIAL STANDARD ACGIH OR AIHA FOR THE VENTILATION PROVISION STANDARD RATHER THAN THE ASHRAE 62.1 STANDARD). NOTE: INSERTING A VENTILATION STANDARD OTHER THAN ASHRAE 62.1, IF MORE COSTLY THAN ASHRAE 62.1, WILL REQUIRE USE OF THE TENANT IMPROVEMENT ALLOWANCE OR A RWA FOR THE EXTRA COST ABOVE THE ASHRAE 62.1 STANDARD. Lessor must provide ventilation/air circulation in accordance with ANSI/ASHRAE 62.1, Ventilation for Acceptable Indoor Air Quality. Lessor must follow the ASHRAE version that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.2004.
- B. Occupant Areas. Central HVAC systems must be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor must provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems must be designed with sufficient systems capacity to meet all requirements in this Lease.
- C. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, must be independently controlled.
- D. Equipment Performance. Temperature control for office Spaces must be provided by concealed central heating and air conditioning equipment. The equipment must maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- E. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place must be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration must occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

- F. During working hours in periods of heating and cooling, ventilation must be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.
- G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space must 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 F above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1.
- H. Restrooms must be properly exhausted, with a minimum of 10 air changes per hour.
- I. Warehouse and Occupant Areas: HVAC systems must conform to the locally approved building code.
- J. For all refrigerant-containing equipment (i.e., containing chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs)), the Lessor must comply with the U.S. Environmental Protection Agency (EPA)'s Significant New Alternative Policy (SNAP) Program to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must comply with EPA's Section 608 refrigerant management regulations. The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide to the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.

3.32 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (WAREHOUSE) (JUL 2026)

- A. Sufficient space must be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors must be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces must be enclosed. The enclosure must not be used for storage or other purposes and must have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets must include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces must meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 1. TIA/EIA 568, Commercial Building Telecommunications Cabling Standard,
 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 3. TIA/EIA 570, Residential and Light Commercial Telecommunications Wiring Standard, and
 4. TIA/EIA 607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- C. Telecommunications switch rooms, wire closets, and related spaces must meet applicable NFPA standards. Bonding and grounding must be in accordance with NFPA Standard 70, 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.

3.33 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUL 2026)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor must allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor must 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 must allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises must be provided.
- D. The Lessor must allow the Government's designated telecommunications provider's access to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

NOTE: IN ACCORDANCE WITH THE ENERGY POLICY ACT OF 2005.

3.34 LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (JUL 2026)

ACTION REQUIRED: REVISE FOLLOWING SUBPARAGRAPH AND REPLACE WITH AGENCY SPECIAL REQUIREMENTS IF AGENCY REQUIRES MORE THAN 10 FOOT CANDLES IN WAREHOUSE SPACE. ANY REQUIREMENT IN EXCESS OF 10 FOOT CANDLES IN THE WAREHOUSE (STORAGE) PORTION OF THE SPACE WILL NEED TO BE PAID FOR FROM THE TIA.

- A. Warehouse/Storage Space & Overall. Lessor must provide a minimum lighting level of 10 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor must provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor must provide, as part of Shell Rent, 10 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels must be provided as part of Shell Rent 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.
- B. Occupancy Sensors. The Lessor must provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1,000 square feet must be controlled by any one sensor. Occupancy sensors in enclosed rooms must continue to operate after any BAS has shut down the building at the end of the workday.

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

- C. Building Perimeter.
 - 1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), must 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. Wareyards (storage yards) require a minimum lighting level of 5 foot-candles (at ground level). Parking lot fixtures must provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.
 - 2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures, including those illuminating a wareyard, must be "Dark Sky" compliant with no property line trespass.
- D. Parking Structures. The minimum illuminance level for parking structures is 5 foot-candle as measured on the floor with a uniformity ratio of 10:1.
- E. Parking Sensors. If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting must be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during nonuse. This non-use time period will normally be from 11:00 pm to 6:00 am.
- F. 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.
- G. Video Surveillance System (VSS). Lighting must be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

3.35 ACOUSTICAL REQUIREMENTS (JUL 2026)

- A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings must have a noise reduction coefficient (NRC) of not less than 0.75 in accordance with ASTM C 423. Open office using suspended acoustical ceilings must have an NRC of not less than 0.80. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage must have an NRC of not less than 0.80.
- B. Ambient Noise Control. Ambient noise from mechanical equipment must not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices; NC 20 in conference and teleconference rooms; NC 40 in corridors, cafeterias, lobbies, restrooms, and other spaces.
- C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) must not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E 336:
 - 1. Conference Rooms: NIC 45
 - 2. Teleconference Rooms: NIC 48
 - 3. Private Offices: NIC 35 when sound masking is provided; NIC 40 if sound masking is not provided.
- D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976.

3.36 INDOOR AIR QUALITY DURING CONSTRUCTION (JUL 2026)

- A. The Lessor must 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 must 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 must provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.
- E. Flush-Out Procedure:
 - 1. The Lessor must implement ventilation and other measures (source control, air cleaning, and filtration) in accordance with ASHRAE Standard 62.1 Ventilation for Acceptable Indoor Air Quality, to remove detectable odors and visible dust and provide acceptable indoor air quality prior to occupancy.
 - 2. The Lessor must flush-out or ventilate the area(s) following construction and prior to occupancy in accordance with ASHRAE Standard 62.1 Section 7.
 - 3. For leases 10,000 RSF or greater, the Lessor must provide a signed statement explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period.

ACTION REQUIRED: INCLUDE THE FOLLOWING REQUIREMENT IF THE LEASE TERM IS 10 YEARS OR MORE, AND AT LEAST ONE OF THE FOLLOWING REQUIREMENTS APPLY: NEW LEASE CONSTRUCTION, SPECIALIZED SPACE (SUCH AS LAB, ARCHIVE, CLINIC, ETC.), OR LEASE SIZE TOTALS 25,000 RSF OR MORE. OTHERWISE, DELETE.

NOTE: IN ACCORDANCE WITH THE ENERGY POLICY ACT OF 2005.

3.37 SYSTEMS COMMISSIONING (JUL 2026)

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

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

NOTE: IN GENERAL, LOADING DOCKS ADJOINING THE PREMISES MUST BE FOR THE GOVERNMENT'S EXCLUSIVE USE. IN THE EVENT THE MARKET SURVEY SUGGESTS THAT SHARED DOCKS OR PLATFORMS MAY BE NECESSARY TO OTHERWISE SATISFY THE AGENCY'S REQUIREMENTS, MODIFY THE BELOW PARAGRAPH TO ALLOW FOR SHARED DOCK(S) OR PLATFORM(S) AND DETAIL HOW SUCH ARRANGEMENTS MUST BE GOVERNED IN ORDER TO BE ACCEPTABLE TO THE CLIENT AGENCY.

3.38 LOADING DOCKS—SHELL (WAREHOUSE) (JUL 2026)

[ACTION REQUIRED: SPECIFY IF TRADITIONAL OR IF CROSS-DOCKED SPACE REQUIRED AND IF CROSSED-DOCKED WHETHER IN A "T" OR "X" CONFIGURATION. ALSO NOTE THE NUMBER OF DOCKS THAT MUST BE OF TRAILER HEIGHT AND THE NUMBER OF DRIVE-IN DOCKS REQUIRED. LEASING SPECIALISTS MUST REALIZE THAT IF DOCKS ARE NOT OF TRAILER HEIGHT (GENERALLY 48") OR IF DIFFERENT SIZED TRUCKS WILL BE USING THE DOCK(S), DOCK LEVELERS WILL NEED TO BE SPECIFIED (EXCEPT FOR DRIVE-INS); THE LEASING SPECIALIST MUST CONFIRM WITH THE CLIENT AGENCY IF DOCK LEVELERS ARE REQUIRED OR NOT AND SO SPECIFY.

- A. Lessor must provide a minimum of **XX** loading dock(s) for the exclusive use of the Government. The dock configuration must be XXXXXXXXXXXXXXXXXXXX.
- B. Lessor must equip each dock with two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor must equip each dock with exterior dock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay must be enclosed unless otherwise specified by Lessee. Lessor must provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.

- C. Dock-high doors must be a minimum of 8' wide by 10' high and must be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors must be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door must be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals must be provided around all 4 sides of the doors.
- D. Drive-in doors must be a minimum of 12' wide by 16' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp must not exceed 8.3% or by local code, whichever is more stringent. Doors must be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals must be provided around all 4 sides of the doors.

ACTION REQUIRED: DELETE OR MODIFY THE FOLLOWING SUB-PARAGRAPH OR UNNEEDED PORTIONS THEREOF IF NOT APPLICABLE PER THE AGENCY'S PROGRAM OF REQUIREMENTS

- E. Lessor must equip each dock with [e.g., hydraulic dock levelers] If exterior to the building, the entire loading dock bay must be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. Lessor must provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- F. Lessor must provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks must be separated by at least 50 feet in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations must be located away from loading docks.
- G. All dock wells must be level throughout. Each dock must have [e.g., an roll-up, coiling type industrial steel warehouse & dock door] **[ACTION REQUIRED: SPECIFY IN THE PRECEDING WORDS THE TYPE OF LOADING DOCK DOOR: AN ROLL-UP COILING TYPE IS TYPICAL, BUT REVISE THE PRIOR DOCK DOOR DESCRIPTION PER THE AGENCY'S REQUIREMENTS NOTING THAT SPECIFIC AGENCY REQUESTS SUCH AS FOR REINFORCED DOOR UPGRADES WILL BE CONSIDERED TENANT IMPROVEMENTS (TO THE EXTENT OF THE DIFFERENCE BETWEEN THE STANDARD INDUSTRIAL STEEL ROLL-UP AND AGENCY'S UPGRADED SPEC)]** door with lock. The loading dock area must be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. **[ACTION REQUIRED: IF CLIMATE APPLICABLE, INCLUDE THE FOLLOWING SENTENCE. OTHERWISE, DELETE]** If the approach to the loading dock is ramped, the design must permit easy snow removal.
- H. Lessor must equip each loading dock with adjustable lights capable of illuminating the truck or van interior. Each dock must have either a trailer lock or wheel chocks chained to the platforms. Where specified by Government on Exhibit **XX** (Floor Plans), the Lessor must provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door must be provided in addition to overhead doors).
- I. All docks must provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights must be located on the interior wall adjacent to each dock door.
- J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor must provide sufficient space for an [e.g., 18 wheeler truck] **[REVISE TO REFLECT MAXIMUM TRUCK SIZE THAT WILL BE DELIVERING OR PICKING UP FROM THE PREMISES]** to maneuver and service the facility, and also to screen the service drive as much as possible. At a minimum, Lessor must provide a truck turning radius of **XX** sized for **XXXXX** trucks for all loading docks. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.
- K. Lessor must provide at least one off-street berth for loading and unloading. Loading berths must be located adjacent to the loading dock areas. **[ACTION REQUIRED: MODIFY THE FOLLOWING SENTENCES TO MEET CLIENT AGENCY'S REQUIREMENTS]**. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. Lessor must provide an apron space in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.
- L. Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). Lessor must provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and must not exceed an 8.3% slope.

ACTION REQUIRED: USE EITHER THE FOLLOWING LANGUAGE FOR TRASH ROOMS OR THE SUB-PARAGRAPH ENTITLED "TRASH DUMPSTERS" IN SECTION 3. DELETE THE SUB-PARAGRAPH NOT BEING USED.

- M. Trash rooms must be located adjacent to loading docks or service entrances. Trash rooms must be sized to accommodate the trash handling equipment required and provide storage for trash and recycling generated during a three-day occupancy of the building. Space must be allowed for sorting and recycling of paper, bottles and cans, metals, and other materials. Facilities that use trash containers that are picked up by vendors must have at least one loading berth for the trash container.

3.39 EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

3.40 MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (JUL 2026)

Roof access must meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

ACTION REQUIRED:

AT RLP ISSUANCE STAGE

INCLUDE THE FOLLOWING PARAGRAPH, IN CONSULTATION WITH THE ENVIRONMENTAL QUALITY ADVISOR OR THE 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.

3.41 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (OCT 2023)**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 E1527-21, 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 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.

NOTE: IN ACCORDANCE WITH THE NATIONAL HISTORIC PRESERVATION ACT OF 1966.

3.42 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

- A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation, and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA Qualifications Standards for Preservation Architects. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending

on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

- B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity, or cost of the proposed scope of work.
- C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state, or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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. AND/OR USE OF SWING SPACE, IF REQUIRED. DO NOT ASSUME OVERLY OPTIMISTIC SCHEDULES AS THIS MAY LEAD TO DELAY CLAIMS.

4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (JUL 2026)

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 must commence upon Lease award.

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

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 must commence upon Lease award. The Lessor must schedule the following activities to achieve timely completion of the work required by this Lease. Submittals must be provided to the LCO or designated representative or the Government's project management system.

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.

NOTE: IF PART OF THE AGENCY REQUIREMENT, ADD ADDITIONAL APPROVAL AND ACTIVITIES BEFORE DID GENERATION FOR BLOCKING/SCHEMATIC PLANS.

METHOD 1: GOVERNMENT-PROVIDED DID METHOD

- A. Government-Provided Design Intent Drawings (DIDs). The Government must 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.
- 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.
 - a. Cover Sheet;
 - b. Demolition Plan (if applicable);
 - c. Construction (Partition) Plan;
 - d. Power/Communication (Electrical) Plan;
 - e. Furniture Plan (generic); and
 - f. Finish Plan.

OPTIONAL: LEVEL 2 DIDS

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

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

C. INTENTIONALLY DELETED

METHOD 2: POST-AWARD DID WORKSHOP METHOD

- A. Design Intent Drawing (DID) Workshop. In conjunction with the Government, the Lessor must 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 (generic); 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

At the DID workshop, the Lessor must 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 must be approved by the Government at the DID workshop. The Lessor may not make any substitutions after the finish option is selected.

- C. 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.

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) must 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.
- 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 (generic); 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 reflect resolution of Level 1 DID comments and 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 must 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.

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 must be completed, as part of the shell cost, within XX Working Days of the Government's request.

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METHOD 4: PRE-AWARD DID WORKSHOP METHOD OR NO DIDS REQUIRED

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

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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, F, AND G

NOTE: FOR PROJECTS INVOLVING NEW CONSTRUCTION OR A HIGHLY COMPLEX BUILDOUT, CONSULT WITH TECHNICAL TEAM TO CONFIRM WHETHER A PHASED CD DELIVERY SCHEDULE (E.G., 50%, 95%, 100%) IS MORE APPROPRIATE AND REVISE ACCORDINGLY.

- A. 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 must promptly notify GSA, and must not proceed with completion of CDs until direction is received from the LCO. The LCO must provide direction within XX Working Days of such notice, but the Government must not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" must 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).
- B. Construction Drawings. The Lessor's CDs must include, and not be limited to, all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs may also include signage, audio/visual, IT, furniture, and other specialties. CDs must be annotated with all applicable specifications. CDs must 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.
- C. Government review of CDs. The Government must have **XX** Working Days to review CDs before Lessor proceeds to prepare a TI and BSAC, if applicable, price proposal for the work described in the CDs. At any time during this period of review, the Government must have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.
- D. The Lessor's preparation and submission of the TI and BSAC, if applicable, price proposal. The Lessor must prepare and submit a complete TI and BSAC, if applicable, price proposal in accordance with this Lease within **XX** Working Days following the end of the Government CD review period.

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 must promptly notify GSA, and must not proceed with completion of CDs until direction is received from the LCO. The LCO must provide direction within XX Working Days of such notice, but the Government must not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" must 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 must 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 must have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.
- F. INTENTIONALLY DELETED
- G. INTENTIONALLY DELETED

ACTION REQUIRED: REGARDLESS OF THE TI PRICING METHOD, INCLUDE SUB-PARAGRAPH H 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.

- H. The Lessor's preparation and submission of the BSAC price proposal. The Lessor must 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 I 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.

- I. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP). The Lessor must provide price proposals to conform to the requirements of the Lease and the parties must negotiate a fair and reasonable price. The LCO must issue to the Lessor a NTP with the TIs and BSAC, if applicable, upon the Government's sole determination that the Lessor's proposal is acceptable.
- J. Construction of TIs and completion of other required construction work. The Lessor must 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. Coordination and installation of Government furniture, fixtures and equipment that may impact the issuance of the Certificate of Occupancy must be included in the construction schedule.
- K. Construction schedule & kick-off meeting. The Lessor must furnish a detailed construction schedule (such as Critical Path Method) to the Government within XX Working Days of issuance of the NTP. Such schedule must also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within XX Working Days of NTP, the Lessor must initiate a construction kick-off meeting.
- L. Progress reports and construction meetings. After start of construction, the Lessor must submit to the Government written progress reports at intervals of XX Working Days. Each report must include information as to the percentage of the work completed by phase and trade; along with labeled photographs, a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor must conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor must be responsible for taking and distributing minutes of these meetings.

4.02 PRICE PROPOSAL: TENANT IMPROVEMENTS AND BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE) (JUL 2026)

- A. The Lessor's TI price proposal must 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 in accordance with FAR Subpart 15.4 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 priced as BSAC or for fixtures and/or other TIs already in place must be clearly identified and excluded from the price proposal(s).
- B. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor must immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.
- C. 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) must be invited by the Lessor to participate in the competitive proposal process. Each participant must 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) must be invited to participate in the competitive proposal process. The Lessor must demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor must accept responsibility for all prices through direct contracts with all subcontractors.
- D. Each TI proposal must 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 and (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. General contractors must submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.
- E. 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.

4.03 LEASE SUBMITTALS (WAREHOUSE) (JUL 2026)

The Lessor must submit to the LCO or designated representative or the Government's project management system:

- 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, if applicable.

- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS must 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 must comply with all recommended measures in the SDS to protect the health and safety of personnel.

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.]

- C. Not later than **XX** days after the acceptance of the Space, the Lessor, at Lessor's expense, must 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 must 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 must 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 must be submitted in a digital format. They must be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number.

4.04 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (JUL 2026)

- A. The Government must 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 must coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other subcontractors on site. Access must 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.
- B. Periodic reviews, witnessing of tests, and inspections by the Government must 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 must remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease. At the discretion of the LCO, minutes from the progress meetings may satisfy the requirement for written progress reports.

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

NOTE: A VALID BUILDING CERTIFICATE OF OCCUPANCY (C OF O) ISSUED BY THE LOCAL JURISDICTION PER RLP PARAGRAPH "ADDITIONAL SUBMITTALS" CAN SATISFY THE C OF O REQUIREMENT SET FORTH BELOW FOR SUCCEEDING, SUPERSEDING OR STAY IN PLACE NEW REPLACING LEASES WHERE THERE IS NO BUILD OUT.

4.05 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (JUL 2026)

- A. The Space must 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 must 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 must not relieve the Lessor of any other Lease requirements.
- B. The Lessor must 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.
- C. The Government will not be required to accept space prior to the schedule outlined in this Lease.
- D. 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 must not issue this payment in increments or as partial payments.

4.06 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUL 2026)

The Lease Term Commencement Date, reconciliation of the annual rent, and amount of Commission Credit, if any, must be memorialized by Lease Amendment.

NOTE: OPTIONAL. A LIQUIDATED DAMAGES CALCULATION SPREADSHEET IS IN G-REX, WHICH MAY BE USED. OTHER METHODS OF CALCULATION APPROVED BY OFFICE OF THE GENERAL COUNSEL - LEASING DIVISION (OGC - LR) MAY ALSO BE USED.

NOTE: USE OF LIQUIDATED DAMAGES FIGURE MAY PREVENT THE GOVERNMENT'S IMPOSITION OF ACTUAL DAMAGES INCURRED.

4.07 GSAR 552.270-15 LIQUIDATED DAMAGES (DEVIATION) (JUL 2026)

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

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.

NOTE: IN ACCORDANCE WITH THE EARTHQUAKE HAZARDS REDUCTION ACT OF 1977.

4.08 SEISMIC RETROFIT (JUL 2026)

The following requirements apply to Leases requiring seismic retrofit:

- A. The Lessor must 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 must be made available to the Government.
- B. The Lessor's registered civil or structural engineer must 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.

4.09 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (WAREHOUSE) (JUL 2026)

- A. The Lessor's project management fee must 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, e.g., performance bonds, builder's risk, general liability, etc.
 - 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. This includes, but is not limited to, progress reports, schedule management, meeting attendance, distribution of construction meeting minutes, on-site job supervision.
- B. At a minimum, the Lessor must 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).

4.10 GOVERNMENT PROJECT MANAGEMENT SYSTEM (MAY 2025)

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (JUL 2026)

The TIs must 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, must be deemed to be TI costs.

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

5.02 FINISH SELECTIONS (SEP 2015)

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

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

5.03 WINDOW COVERINGS (WAREHOUSE) (JUL 2026)

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

ACTION REQUIRED: USE IF CLIENT CONFIRMS AS PART OF THE OFFICE PORTION OF THEIR SPACE REQUIREMENTS. OTHERWISE, DELETE.

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

5.04 DOORS (JUL 2026)

- A. Suite entry. Suite entry doors must be provided as part of the TIs and must have a minimum clear opening of 32" wide x 84" high (per leaf). Doors must 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 must be operable by a single effort; and must meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors must be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.
- B. Interior. Doors within the Space must be provided as part of the TIs and must have a minimum clear opening of 32" wide x 80" high. Doors must 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 must be operable with a single effort, and must meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors must 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.
- C. Hardware. Doors must have door handles or door pulls with heavyweight hinges. All doors must have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors must have automatic door closers. Doors designated by the Government must be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks must be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance must have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps must be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door must have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only must not have any operable exterior hardware. All security-locking arrangements on doors used for egress must comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

ACTION REQUIRED: USE SUB-PARAGRAPH B FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. OTHERWISE, DELETE.

- D. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory criteria related to the use of BioPreferred material(s).

ACTION REQUIRED: OPTIONAL PARAGRAPH

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

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

5.05 PARTITIONS: SUBDIVIDING (JUL 2026)

- A. Office subdividing partitions must comply with applicable building codes and local requirements and ordinances and must be provided as part of the TIs. Partitioning must be designed to provide a minimum sound transmission class (STC) of 45 with a noise isolation criteria (NIC) of no less than 35. The Government reserves the right to independently test these levels.
- B. Partitioning must be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They must have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E 84).

- C. HVAC must be rebalanced, and lighting repositioned, as appropriate, after installation of partitions.
- D. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances must be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- E. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

IMPORTANT: IF THE TI ALLOWANCE IS TO BE USED TO CONSTRUCT OFFICES OR OTHER HABITABLE OR CONDITIONED SPACES WITHIN A WAREHOUSE BUILDING, THEN THE TI ALLOWANCE IS TO BE USED TO CONSTRUCT ALL THE SHELL AND TIS NECESSARY FOR THAT OFFICE SPACE.

5.06 CEILINGS—TI (WAREHOUSE) (JUL 2026)

Government designated office and related areas must contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

NOTE: CEILING HEIGHT REQUIREMENT IN THE NON-WAREHOUSE AREA MAY BE ADJUSTED PER MARKET CONDITIONS AT LCO'S DISCRETION; HOWEVER, 9 FEET IS THE RECOMMENDED MINIMUM CEILING HEIGHT FOR OFFICE AND RELATED AREAS..

- A. Ceilings in office and related areas must be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways must be avoided. Ceilings must be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.
- B. Prior to closing the ceiling, Lessor must coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor must be responsible for all costs for the disassembly, storage during construction, and subsequent re assembly of ceiling components which may be required to complete the TI. Lessor must also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.
- D. Ceilings must be a flat plane in each room and must be suspended and finished as follows unless an alternate equivalent is pre approved by the LCO:
 - 1. Restrooms. Plastered or spackled and taped gypsum board.
 - 2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels must meet applicable, statutory environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/). The Lessor must use products with Environmental Product Declarations (EPDs) to the maximum extent practicable.
 - 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

OPTIONAL PARAGRAPH—USE WHEN THERE IS AN OFFICE PORTION OF THE SPACE.

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002 AND THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976.

5.07 WALL FINISHES (JUL 2026)

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

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

ACTION REQUIRED: USE SUB-PARAGRAPH B FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. OTHERWISE, DELETE..

- B. For leases 10,000 RSF or greater, wall covering must be vinyl-free, chlorine-free, plasticizer-free with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it must be low VOC.

OPTIONAL PARAGRAPH—USE WHEN THERE IS AN OFFICE PORTION OF THE SPACE OR WHEN WAREHOUSE PAINTING IS SPECIFIED IN THE SPECIAL REQUIREMENTS.

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

5.08 PAINTING—TI (JUL 2026)

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting must be newly finished in colors acceptable to the Government.

ACTION REQUIRED: USE SUB-PARAGRAPH B FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. OTHERWISE, DELETE..

- B. For leases 10,000 RSF or greater, the Lessor must provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory criteria related to the use of BioPreferred material(s).

OPTIONAL PARAGRAPH—USE WHEN THERE IS AN OFFICE PORTION OF THE SPACE.

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) OF 1976 AND THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

5.09 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (JUL 2026)

- A. Broadloom carpet or carpet tiles meeting the requirements set forth in the specifications below must be installed in all office areas. Office area floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Floor covering must be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet must be repaired, stretched, and cleaned before occupancy and must meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring must be pre-approved by the Government.
- D. Specifications for Carpet to be Newly Installed or Replaced.

ACTION REQUIRED: USE SUB-PARAGRAPH D.1. FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER. OTHERWISE, DELETE..

1. Product requirements. For leases 10,000 RSF or greater, floor covering, and perimeter products must meet applicable, statutory criteria related to the use of BioPreferred material(s).
2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile must be 100 percent Bulk Continuous Filament (BCF); cut and loop must be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet must be staple or BCF.
3. Performance requirements for broadloom and modular tile.
 - a. Static. Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option)
 - b. Flammability. Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test. Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E 648 for glue down installation.
 - d. Smoke Density. NBS Smoke Chamber—Less than 450 Flaming Mode when tested under ASTM E 662.

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

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors, and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.
6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.10 HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (JUL 2026)

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 must 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 must be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.11 ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (JUL 2026)

- A. All electrical, telephone, and data outlets within the Space must be installed by the Lessor in accordance with the DIDs. All electrical outlets must be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space must be marked and coded for ease of wire tracing; outlets must be circuited separately from lighting. All floor outlets must be flush with the plane of the finished floor. Outlet cover colors must be coordinated with partition finish selections.
- C. The Lessor must in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUL 2026)

Telecommunications floor or wall outlets must be provided as part of the TIs. At a minimum, each outlet must house one 4 pair wire jack for voice and one 4 pair wire jack for data. The Lessor must 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 must be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes must 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.

5.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

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

NOTE: TEXT DEFAULTS TO LESSOR-PROVIDED DATA CABLE.

5.14 DATA DISTRIBUTION (JUL 2026)

The Lessor must purchase and install data cable as part of the tenant improvements. The Lessor must 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 must provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays must 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 must provide as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

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

NOTE: TEXT DEFAULTS TO LESSOR-PROVIDED DATA CABLE

5.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUL 2026)

- A. The Lessor must 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 must be installed for electrical connections. Raceways must be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor must provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction must 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 must have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
- B. The Lessor must purchase and install data and telecommunications cable. Said cable must 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 must provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor must provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays must 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 must 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 must provide as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.
- C. The Lessor must furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" must be shown on Government approved design intent drawings. The Lessor must temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor must make all connections in the power panel and must keep the circuit breakers off. The Lessor must identify each circuit with the breaker number and must identify the computer hardware to be connected to it. The Lessor must 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 must 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.

NOTE: IN ACCORDANCE WITH THE ENERGY POLICY ACT OF 2005.

5.16 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (JUL 2026)

- A. Warehouse Areas.
 1. Fixtures. Once the design intent drawings are approved, the Lessor must design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking—Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 10-foot candle plan plus shipping & receiving areas of 30-foot candles (Shell) are part of the TIs.
 2. Lighting for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.
 3. 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. Such additional lighting required to meet Security Requirements must be BSAC.
- B. Office Areas.

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

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

ACTION REQUIRED: THERE ARE TWO VERSIONS OF SUB-PARAGRAPH 2. THE FIRST VERSION REFLECTS OUR TRADITIONAL SPECIFICATION OF 50 FOOT-CANDLES THROUGHOUT OFFICE SPACE. THE SECOND 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.

2. Lighting Levels. Fixtures must have a minimum of two tubes and must provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1.

NOTE: CHOOSING THIS SECOND VERSION OF SUB-PARAGRAPH 2 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 OFFICE SPACE WILL NECESSARILY 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 OFFICE SPACE, THEN THE OTHER 20% OF THE OFFICE SPACE WILL REQUIRE THE TRADITIONAL 50 FOOT-CANDLE LIGHTING LEVELS.

NOTE: THE LIGHTING LEVELS SPECIFIED UNDER THIS SECOND SUB-PARAGRAPH 2, 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.**

2. Lighting Levels with Task Lighting. Fixtures must have a minimum of two tubes and must 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 office portion of the Space, and 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1 for the remaining _XX_ percent of the office portion of the Space.
3. Power Density.
 - a. Existing Buildings. The maximum fixture power density must not exceed 1.4 watts per ABOA SF.
 - b. New Construction. The maximum fixture power density must not exceed 1.1 watts per ABOA SF.
4. Daylighting Controls. If the office portion of the Space is more than 10,000 ABOA SF, the Lessor must provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls must be either integral to the fixtures or ceiling mounted and must maintain required lighting levels in office work areas.
5. Occupancy/Vacancy Sensors. The Lessor must provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only must be installed in the non-office areas of the Space as part of Shell Rent. No more than 1,000 square feet must be controlled by any one sensor. Occupancy sensors in enclosed rooms must continue to operate after any BAS has shut down the building at the end of the workday.

ACTION REQUIRED: OPTIONAL PARAGRAPH: USE ONLY WHEN REQUIRED BY CLIENT AGENCY, OTHERWISE, DELETE. GENERALLY, DOCK LEVELERS OR LOADING RAMPS WILL BE SHELL ITEMS. USE THIS PARAGRAPH ONLY WHEN THE CLIENT AGENCY IS REQUESTING EXCESSIVE LEVELERS OR RAMPS. WHEN USING THIS PARAGRAPH, MODIFY IT TO INDICATE WHETHER LEVELERS, RAMPS, OR EITHER WOULD BE ACCEPTABLE TO THE CLIENT AGENCY.

5.17 LOADING DOCKS—TI (WAREHOUSE) (MAY 2014)

The Government will require hydraulic dock levelers or loading ramps for any warehouse dock (other than drive thrus) not already having dock high loading docks.

5.18 AUTOMATIC FIRE SPRINKLER SYSTEM – TI (JUL 2026)

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 must be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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

ACTION REQUIRED: SELECT THE APPROPRIATE VERSION, INCLUDING SUB-PARAGRAPHS A AND B AS APPLICABLE, DEPENDING UPON WHETHER JANITORIAL SERVICES ARE NET OR INCLUDED IN RENT. USE THE FIRST VERSION IF INCLUDED IN RENT (DELETING THE SECOND VERSION). OTHERWISE, USE THE SECOND VERSION, DELETING THE FIRST ONE.

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (JUL 2026)

VERSION 1 (JANITORIAL INCLUDED IN RENT)

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 SUB-PARAGRAPH A DEFAULTS TO DAYTIME CLEANING AND SHOULD BE MODIFIED IF TENANT AGENCY REQUIRES AFTER HOURS JANITORIAL.

- A. 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 must be provided during these hours. The Government must 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. Janitorial services must be performed during normal hours.
- B. The Lessor and the Lessor's representatives, employees and subcontractors must demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and must present a neat, clean, job-appropriate (professional) appearance.

VERSION 2 (JANITORIAL NOT INCLUDED IN RENT)

ACTION REQUIRED: TYPE IN TENANT AGENCY HOURS OF OPERATION SO THAT WE IDENTIFY DURING WHICH HOURS THE LESSOR CAN ACCESS THE SPACE TO PROVIDE MAINTENANCE, SINCE A GOVERNMENT REPRESENTATIVE SHOULD BE PRESENT WHEN THE LESSOR OR THEIR REPRESENTATIVE ACCESSES THE SPACE. MAY INCLUDE MISSION-RELATED REPEAT/RECURRING EXTENDED SERVICES BEYOND A TYPICAL 10-HOURS PER DAY/ 5 DAYS PER WEEK OPERATION.

- A. 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 must be provided during these hours. The Government must 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.
- B. The Lessor and the Lessor's representatives, employees and subcontractors must demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and must present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (JUL 2026)

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

6.03 HEATING AND AIR CONDITIONING (WAREHOUSE) (JUL 2026)

- A. In all office areas, temperatures must conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. Thermostats must 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 must be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor must 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 must be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. In all office areas, during non-working hours, heating temperatures must be set no higher than 55 degrees F, and air conditioning must not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats must be secured from manual operation by key or locked cage. A key must be provided to the Government's designated representative.

ACTION REQUIRED: THE LEASING SPECIALIST MAY NEED TO REVISE THE FOLLOWING PARAGRAPH FOR THOSE AGENCIES SUCH AS NARA THAT HAVE SPECIFIC TEMPERATURE, COOLING AND/OR HUMIDITY REQUIREMENTS.

- C. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas must be maintained at a minimum of 50 degrees F.
- D. The Lessor must conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and must make a reasonable attempt to schedule major construction outside of office hours.
- E. Normal HVAC systems' maintenance must 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 must 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 must 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 must 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 must be provided by the Lessor as part of the operating rent established under the Lease.

ACTION REQUIRED: DELETE PARAGRAPH WHEN THE GOVERNMENT IS PAYING UTILITIES**6.04 OVERTIME HVAC USAGE (JUL 2026)**

- A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services must be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.
- B. When the cost of service is at or below the micro purchase threshold, the service may be ordered orally. An invoice must be submitted to the official placing the order for certification and payment. Orders for services exceeding the micro purchase threshold must be placed by a LCO. An invoice conforming to the requirements of this Lease must 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 must constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

ACTION REQUIRED: SELECT THE APPROPRIATE VERSION, DELETE THE ALTERNATE VERSION.**6.05 JANITORIAL SERVICES (WAREHOUSE) (JUL 2026)****VERSION 1 (JANITORIAL NOT INCLUDED IN RENT)**

ACTION REQUIRED: IN ORDER TO KEEP WITH INDUSTRY PRACTICE, MAXIMIZE OFFERS, AND ELIMINATE EXCESSIVELY COSTLY CLEANING ESTIMATES THIS MODEL CONTEMPLATES THE GOVERNMENT PROVIDING FOR ANY CLEANING SERVICES FOR THE SPACE, NOT THE LESSOR. IF THE LESSOR WILL BE PROVIDING JANITORIAL SERVICES, CUSTOMIZE THE REQUIRED CLEANING SPECIFICATIONS FOR WAREHOUSE, OFFICE AND ANY RELATED SPACE TYPES, ALL OF WHICH MAY HAVE DIFFERING CLEANING REQUIREMENTS. DELETE THE FIRST JANITORIAL SERVICES PARAGRAPH IF LESSOR IS PROVIDING JANITORIAL SERVICES OR DELETE THE SECOND JANITORIAL PARAGRAPH IF THE GOVERNMENT IS PROVIDING JANITORIAL SERVICES.

The Government will be responsible for janitorial service for the Government Premises.

VERSION 2 (JANITORIAL INCLUDED IN RENT) ACTION REQUIRED: USE ONLY WHEN THE LESSOR IS PROVIDING JANITORIAL SERVICES AS A PART OF OPERATING COSTS. DELETE IF GOVERNMENT IS PROVIDING JANITORIAL SERVICES.

The Lessor must maintain the office area and common area of the Premises, including high-touch surfaces (e.g., doorknobs, light switches, handles, handrails, and elevator buttons) in a clean condition and must provide supplies and equipment for these areas 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, windowsills, 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. 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.
- L. Pest control. Control pests as appropriate, using integrated pest management techniques.

ACTION REQUIRED: USE FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER AND WHERE THE LEASE REFLECTS 100% OCCUPANCY OF THE BUILDING. OTHERWISE, DELETE.

NOTE: IN ORDER TO KEEP WITH INDUSTRY PRACTICE, MAXIMIZE OFFERS, AND ELIMINATE EXCESSIVELY COSTLY CLEANING ESTIMATES THIS MODEL CONTEMPLATES THE GOVERNMENT PROVIDING FOR ANY CLEANING SERVICES FOR THE SPACE, NOT THE LESSOR. IF THE LESSOR WILL BE PROVIDING JANITORIAL SERVICES, CUSTOMIZE THE REQUIRED CLEANING SPECIFICATIONS FOR WAREHOUSE, OFFICE AND ANY RELATED SPACE TYPES, ALL OF WHICH MAY HAVE DIFFERING CLEANING REQUIREMENTS.

NOTE: IN ACCORDANCE WITH THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002

6.06 SELECTION OF CLEANING PRODUCTS (JUL 2026)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor must use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory, criteria related to the use of BioPreferred material(s).

ACTION REQUIRED: USE FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR GREATER AND WHERE THE GOVERNMENT OCCUPIES 100% OF THE BUILDING. DELETE FOR ACTIONS LESS THAN 10,000 RSF.

NOTE: IN ORDER TO KEEP WITH INDUSTRY PRACTICE, MAXIMIZE OFFERS, AND ELIMINATE EXCESSIVELY COSTLY CLEANING ESTIMATES THIS MODEL CONTEMPLATES THE GOVERNMENT PROVIDING FOR ANY CLEANING SERVICES FOR THE SPACE, NOT THE LESSOR. IF THE LESSOR WILL BE PROVIDING JANITORIAL SERVICES, CUSTOMIZE THE REQUIRED CLEANING SPECIFICATIONS FOR WAREHOUSE, OFFICE AND ANY RELATED SPACE TYPES, ALL OF WHICH MAY HAVE DIFFERING CLEANING REQUIREMENTS.

NOTE: IN ACCORDANCE WITH THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 AND THE FARM SECURITY AND RURAL INVESTMENT ACT OF 2002.

6.07 SELECTION OF PAPER PRODUCTS (JUL 2026)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor must select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory criteria related to the use of BioPreferred material(s).

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

6.08 SNOW REMOVAL (WAREHOUSE) (JUL 2026)

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

6.09 MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (JUL 2026)

- A. The Lessor is responsible for the total maintenance, repair and replacement of the leased Premises, the Building, and the Property. Such maintenance, repairs and replacements include the site and private access roads, and all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features. All equipment and systems must be maintained, repaired, and replaced to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with current applicable codes, and inspection certificates must be displayed as appropriate. Upon request, copies of all records in this regard must be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests must be witnessed by the Government's designated representative.

6.10 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (JUL 2026)

- A. Paint, wall coverings. Lessor must maintain all wall coverings and high-performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces must 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 must be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
 1. Lessor must repaint common areas at least every three years.
- B. Carpet and flooring.
 1. Except when damaged by the Government, the Lessor must 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 the normal hours established elsewhere in this Lease.

NOTE: IN ACCORDANCE WITH THE ASBESTOS HAZARD EMERGENCY RESPONSE ABATEMENT REAUTHORIZATION ACT OF 1986.

6.11 ASBESTOS ABATEMENT (JUL 2026)

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

6.12 ONSITE LESSOR MANAGEMENT (JUL 2026)

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

6.13 IDENTITY VERIFICATION OF PERSONNEL (JUL 2026)

- 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 must 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 must provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. All Lessor's contractor(s) and subcontractor(s) must 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 must 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.

6.14 SCHEDULE OF PERIODIC SERVICES (JUL 2026)

Upon acceptance of the Space, the Lessor must 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: USE FOR ACTIONS EXPECTED TO TOTAL 10,000 RSF OR MORE, AND WHERE THE GOVERNMENT OCCUPIES 100% OF THE BUILDING. OTHERWISE, DELETE.

6.15 LANDSCAPING (JUL 2026)

A. Landscape management practices must prevent pollution by:

1. Employing practices which avoid or minimize the need for herbicides, fertilizers and pesticides; and
2. Composting/recycling all yard waste.

ACTION REQUIRED: OPTIONAL PARAGRAPH. DELETE IF NOT NEEDED.

6.16 LANDSCAPE MAINTENANCE (JUL 2026)

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

NOTE: THIS PARAGRAPH APPLIES TO RECYCLING DURING OCCUPANCY. THESE REQUIREMENTS ARE NOT INTENDED TO APPLY DURING CONSTRUCTION OR INITIAL OCCUPANCY BUILD-OUT

6.17 RECYCLING—WAREHOUSE (JUL 2026)

- A. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor must comply with such state and/or local law, code, or ordinance.
- B. When implementing any recycling program, the Lessor must provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

ACTION REQUIRED: MANDATORY PARAGRAPH IF RANDOLPH-SHEPPARD FACILITIES ARE PROVIDED FOR IN THE RLP. DELETE IF NOT NEEDED.

6.18 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

ACTION REQUIRED. MANDATORY FOR:

ISC SECURITY LEVEL III WITH 100 PERCENT GOVERNMENT OCCUPANCY AND ALL ISC SECURITY LEVEL IV.

WILL BE CONSIDERED FOR OTHER GSA-LEASED FACILITIES WHEN REQUESTED IN WRITING BY THE FUNDS CERTIFYING OFFICIAL OF THE CLIENT AGENCY, IN ACCORDANCE WITH THE GUIDANCE IN GSA ORDER PBS 3490.3, "SECURITY FOR SENSITIVE BUILDING INFORMATION RELATED TO FEDERAL BUILDINGS, GROUNDS, OR PROPERTY."

6.19 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

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

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

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

2. Dissemination of CUI building information:

- a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

6.20 INDOOR AIR QUALITY (JUL 2026)

- A. The Lessor must control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8A), OSHA regulatory limits (29 CFR 1910), and generally accepted consensus standards are not exceeded.
- B. The Lessor must 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 must 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 must use the alternate products outside normal working hours. Except in an emergency, the Lessor must provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and must adequately ventilate those Spaces during and after application.
- C. The Lessor must serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor must promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations must include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist must inspect and evaluate the Space and air zones serving the Space; inspection must take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor must provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor must 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 must 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 must 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 must use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units must have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor must provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.

6.21 RADON IN AIR (JUL 2026)

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

ACTION REQUIRED: ONLY INCLUDE SUBPARAGRAPHS B, C & D WHEN SPACE PLANNED FOR OCCUPANCY BY THE GOVERNMENT IS LOCATED AT OR BELOW GRADE LEVEL. OTHERWISE, DELETE.

- B. Testing Procedures. For the purposes of this paragraph, the following testing procedures must be used when space planned for occupancy by the Government is located at or below grade level:
1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices.
 2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices and laboratories listed in the National Radon Proficiency Program (NRPP), National Radon Safety Board (NRSB) or as required by local jurisdictions that have a program for evaluating and approving devices.
- C. Initial Testing.
1. The Lessor must:
 - a. Test for radon any portion of Space planned for occupancy by the Government at or below grade level;
 - b. Report the results to the LCO upon receipt of results; and
 - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
 2. Testing sequence. The Lessor must measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor must perform the short test in sub-paragraph B.2, in addition to the standard test.
 3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, must perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor must complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- D. Additional Testing.
1. After a major disturbance (e.g., earthquake, road construction, seismic shift, etc.) or a construction or renovation project that could impact radon gas levels in the building (e.g., building foundation, subsurface plumbing, basement structure, or negative changes to the building air pressure, etc.), the Lessor must:
 - a. Re-Test for radon that portion of Space occupied by the Government at or below grade level;
 - b. Report the results to the LCO; and
 - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
 2. Testing Sequence. The Lessor must measure radon by the standard test outlined in paragraph B.1, completing the test not later than 150 days after the event outlined in D.1
- E. Corrective Action Program
1. Program Initiation and Procedures.

- a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor must carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
 - b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor must promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
 - c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor must promptly restrict the use of the affected area and must provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
 - d. The Lessor must provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor must promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor must perform the standard test in sub-paragraph B.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph B.2 to determine whether the Space may be occupied but must begin the standard test concurrently with the short test.
 3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow up measurement, must be provided by the Lessor at no additional cost to the Government.
 4. If the Lessor fails to exercise due diligence or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

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

6.22 RADON IN WATER (JUL 2026)

- A. If the water source is not from a public utility, the Lessor must demonstrate that water provided to the Premises is in compliance with EPA Drinking Water Standards (Maximum Contaminant Levels, or MCL, for radionuclides) and must submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA MCL is reached or exceeded, the Lessor must institute appropriate abatement methods which reduce the radon levels to below this action.

NOTE: IN ACCORDANCE WITH THE TOXIC SUBSTANCES CONTROL ACT OF 1976.

6.23 HAZARDOUS MATERIALS (WAREHOUSE) (JUL 2026)

- A. The leased Space must be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials, substances, and wastes.
- B. Lessor must, to the extent of its knowledge, notify the Government of the introduction of any hazardous materials, substances, and wastes onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.
- C. Lessors are encouraged to prioritize products used in the build-out of Space that do not contain Per- and Polyfluoroalkyl Substances (PFAS).
- D. All hazardous materials stored in the Space must be kept and maintained according to applicable Federal, State, and local environmental regulations. The Government will notify Lessor of any hazardous materials it will store in the Space.

6.24 MOLD AND WATER INTRUSION (JUL 2026)

- A. Actionable Condition. An actionable condition is defined as either:
 1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or
 2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- B. The Lessor must provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space must also be free of actionable mold conditions, as defined by subparagraph A.
- C. Within 48 hours following a water intrusion event, such as a flood, plumbing leak, heavy rain, etc., whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor must repair any leakage sources and remediate the moisture damage per the EPA: Mold in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008) and the current version of ANSI/IICRC: S500 Standard for Professional Water Damage Restoration using a qualified professional. Specific remediation methods must be based on the water class and category defined by ANSI/IICRC. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor must employ a board-certified industrial hygienist to inspect and evaluate the Space and air zones serving the Space for actionable conditions; inspection must take place as soon as possible but no later than 15 calendar days following identification of a potential mold issue as described above. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental consultant

experienced in water intrusion and mold assessments. The Lessor must promptly furnish the water intrusion and mold assessment report to the Government. The Lessor must safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation) and all applicable state laws pertaining to mold remediation practices. The Lessor must provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. Remediation must be completed within a time frame acceptable to the Lease Contracting Officer which must be no later than 90 calendar days following confirmation of the presence of an actionable condition. The Lessor must employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

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

6.25 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.

6.26 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (JUL 2026)

Lessor must provide, inspect, and maintain portable fire extinguishers in accordance with NFPA No. 10.

ACTION REQUIRED: CHOOSE ONE OF THE FOLLOWING PARAGRAPHS DEPENDING ON WHETHER THE LESSOR OR GOVERNMENT WILL PROVIDE DUMPSTER SERVICE AND DELETE THE OTHER ONE. IF THE AGENCY HAS NO NEED FOR TRASH DISPOSAL OF ANY KIND, DELETE BOTH PARAGRAPHS.

6.27 TRASH DUMPSTER SERVICE – LESSOR PROVIDED (WAREHOUSE) (OCT 2016)

Lessor must provide trash dumpster service for the Space on a **(SPECIFY FREQUENCY (E.G., DAILY, WEEKLY))** basis. Lessor must provide an outdoor area for **___ (IDENTIFY NUMBER) dumpsters**, each measuring **___ (IDENTIFY NUMBER) feet high X ___ (IDENTIFY NUMBER) feet wide X ___ (IDENTIFY NUMBER) feet long**, conveniently located to the Government's loading area for the trash dumpsters at no additional charge to the Government.

6.28 TRASH DUMPSTER SERVICE (WAREHOUSE) – GOVERNMENT PROVIDED (OCT 2016)

The Government will provide trash dumpster service for the Space. Lessor must provide an area conveniently located to the Government's loading area for the trash dumpsters at no additional charge to the Government.

6.29 ACCESS TO BUILDING INFORMATION (JUL 2026)

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

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

ACTION REQUIRED: INSERT FEDERAL SECURITY LEVEL (FSL) 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 2016)

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:

- A. _____
B. _____