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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

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. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- C. <u>Space</u>. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- D. INTENTIONALLY DELETED
- 1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2015) INTENTIONALLY DELETED

1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) INTENTIONALLY DELETED

1.05 WAIVER OF RESTORATION (OCT 2018)

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

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

1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

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

1.07 ASBESTOS (SMALL) (SEP 2015)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

1.08 ADJUSTMENT FOR REDUCED SERVICES (SMALL) (OCT 2018) INTENTIONALLY DELETED

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SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

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

2.02 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease.
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at www.sftool.gov/green/procurement/ to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material to the LCO within the TI pricing submittal. The waiver request shall be based on the following exceptions:
 - 1. Product cannot be acquired competitively within a reasonable performance schedule.
 - Product cannot be acquired that meets reasonable performance requirements.
 - 3. Product cannot be acquired at a reasonable price.
 - 4. An exception is provided by statute.

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

2.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (SMALL) (SEP 2015) INTENTIONALLY DELETED

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

- 2.04 WOOD PRODUCTS (SMALL) (OCT 2016) INTENTIONALLY DELETED
- 2.05 ADHESIVES AND SEALANTS (OCT 2017) INTENTIONALLY DELETED
- 2.06 BUILDING SHELL REQUIREMENTS (SMALL) (OCT 2016) INTENTIONALLY DELETED

2.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)

THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

2.08 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.
- 2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

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- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- 2.10 FIRE ALARM SYSTEM (SEP 2013) INTENTIONALLY DELETED
- 2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 2.12 ELEVATORS (SMALL) (OCT 2016) INTENTIONALLY DELETED
- 2.13 **DEMOLITION (JUN 2012)**

Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

2.14 ACCESSIBILITY (FEB 2007)

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

- 2.15 CEILINGS (SMALL) (OCT 2017) INTENTIONALLY DELETED
- 2.16 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013) INTENTIONALLY DELETED
- 2.17 WINDOWS (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 2.18 PARTITIONS: PERMANENT (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 2.19 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 2.20 PAINTING SHELL (SMALL) (AUG 2016)

The Lessor shall bear the expense for all painting associated with the Building shell including all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor's expense, as necessary during TIs.

- 2.21 FLOORS AND FLOOR LOAD (AUG 2011) INTENTIONALLY DELETED
- 2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)
- A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.
- 2.23 DRINKING FOUNTAINS (OCT 2018) INTENTIONALLY DELETED
- 2.24 RESTROOMS (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 2.25 PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT 2016)

For new installations and whenever plumbing fixtures are being replaced), all fixtures must conform to EPA WaterSense.: Information on EPA WaterSense fixtures can be found at https://www.epa.gov/watersense/.

2.26 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SIMPLIFIED) (OCT 2016) INTENTIONALLY DELETED

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- 2.27 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 2.28 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED
- 2.29 LIGHTING: INTERIOR AND PARKING SHELL (SMALL) (OCT 2016)

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

- A. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. BUILDING PERIMETER: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1..
- E. PARKING STRUCTURES: The minimum illuminance level for parking structures is 3 foot-candles as measured on the floor with a uniformity ratio of 10:1.
- 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.
- 2.30 INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT 2016) INTENTIONALLY DELETED
- 2.31 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS LEASE (SMALL) (SEP 2015) INTENTIONALLY DELETED

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SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

- 3.01 SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED
- 3.02 ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

- 3.03 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015)INTENTIONALLY DELETED
- 3.04 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2015)

The Lease Term Commencement Date, and final measurement verification of the Premises, shall be memorialized by Lease Amendment.

- 3.05 AS-BUILT DRAWINGS (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 3.06 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED

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SECTION 4 TENANT IMPROVEMENT COMPONENTS

4.01 TENANT IMPROVEMENTS AND PRICING (SMALL) (SEP 2015)

- A. The Lease is a fully serviced, turnkey Lease with a fixed rent that covers all Lessor costs, including all demolition, shell upgrades, TIs, insurance, operating costs, taxes, parking, and security upgrades. Rent will be based upon a proposed rental rate per rentable square foot (RSF), limited by the offered rate and the maximum ABOA SF solicited under this RLP. The Tenant Improvements to be delivered by the Lessor will be based upon information provided with this Lease, The Lessor will be required to design and build the TIs and will be compensated for the TI costs through the rent. Offerors are encouraged to consider the use of existing fit-out and other improvements to minimize waste.
- B. The Government shall have the right to make lump sum payments for any or all TI work.
- 4.02 FINISH SELECTIONS (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 4.03 WINDOW COVERINGS (SIMPLIFIED) (AUG 2011) INTENTIONALLY DELETED
- 4.04 DOORS: SUITE ENTRY (SEP 2013) INTENTIONALLY DELETED
- 4.05 DOORS: INTERIOR (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 4.06 DOORS: HARDWARE (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 4.07 PARTITIONS: SUBDIVIDING (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 4.08 PAINTING TI (SMALL) (SEP 2015)INTENTIONALLY DELETED
- 4.09 FLOOR COVERINGS AND PERIMETERS (SMALL) (OCT 2017) INTENTIONALLY DELETED
- 4.10 HEATING AND AIR CONDITIONING (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 4.11 ELECTRICAL: DISTRIBUTION (SMALL) (SEP 2015)INTENTIONALLY DELETED
- 4.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012) INTENTIONALLY DELETED
- 4.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG-2008) INTENTIONALLY DELETED
- 4.14 DATA DISTRIBUTION (JUN 2012) INTENTIONALLY DELETED
- 4.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED
- 4.16 LIGHTING: INTERIOR AND PARKING TI (SMALL) (SEP 2015)

FIXTURES: Any additional lighting fixtures and/or components required beyond what would have been provided under the paragraph, "Lighting: Interior and Parking – Shell (SMALL)" are part of the TIs.

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SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)

The Government's normal hours of operations are established as **7:00 AM to 5:00 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

- **5.02 UTILITIES (APR 2011)**The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.
- 5.03 HEATING AND AIR CONDITIONING (SMALL) (OCT 2018) INTENTIONALLY DELETED
- 5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016) INTENTIONALLY DELETED
- 5.05 JANITORIAL SERVICES (SMALL) (SEP 2015)

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

- A. <u>Daily</u>. Police sidewalks, parking areas, and driveways.
- C. <u>As required</u>. 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. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day
- D. <u>Pest control</u>. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

5.06 SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2015)

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

5.07 SELECTION OF PAPER PRODUCTS (APR 2015)

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

5.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2015) INTENTIONALLY DELETED

5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

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- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- 5.10 RANDOLPH-SHEPPARD COMPLIANCE (SMALL) (SEP 2015) INTENTIONALLY DELETED
- 5.11 INDOOR AIR QUALITY (OCT 2016) INTENTIONALLY DELETED
- 5.12 RADON IN AIR (OCT 2016) INTENTIONALLY DELETED
- 5.13 RADON IN WATER (JUN 2012) INTENTIONALLY DELETED
- 5.14 HAZARDOUS MATERIALS (SEP 2013)
- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.
- 5.15 MOLD (SIMPLIFIED) (OCT 2018)
- A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold. The Lessor shall safely remediate all actionable mold in accordance with methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 and all applicable state laws pertaining to mold remediation practices.

5.16 OCCUPANT EMERGENCY PLANS (SMALL) (SEP 201	5.16	OCCUPANT	EMERGENCY PL	LANS	(SMALL)	(SEP	2015
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The Lessor is required to cooperate, participate and comply with the development and implementation, and any subsequent revisions of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan.

LESSOR:	GOVERNMENT:
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SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 SECURITY STANDARDS (SMALL)	.) (SEP	2015
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The Lessor agrees to the requirements of Security Level I attached to this Lease. Level I Security is included in shell rent.

6.02 **MODIFIED LEASE PARAGRAPHS (OCT 2016) INTENTIONALLY DELETED**