



LEASE NO. VA257-14-L-0050

**Succeeding/Superseding Lease
GSA FORM L202 (09/13)**

This Lease is made and entered into between **Lessor's Name** _____

(Lessor) _____, whose principal place of business is

[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 (Government), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the premises described herein, being all or a portion of the property located at _____

and more fully described in Section 1 and Exhibit A - Floor Plan, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by Government.

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, whichever is later, and continuing for a period of five (5) years firm; plus one (1) five-year option; with buy-out options at the three (3) and four (4) year points. Notwithstanding anything to the contrary contained in this Lease Solicitation, after completion of Year 5 of the lease term, the Government may terminate this Lease, in whole or in part, at any time by giving at least ninety (90) days' written notice to the Lessor, for any reason or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a lease amendment upon substantial completion and acceptance of the space by the Government.

In witness whereof, the parties to this lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed lease to the lessor.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Name: _____

Title: _____

Harold Robbins

Date: _____

Lease Contracting Officer

Department of Veterans Affairs, VISN 17

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this solicitation/contract, that are not required by the regulation, have been approved by the office of management and budget pursuant to the paperwork reduction act and assigned the OMB Control No. 3090-0163.

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INSTRUCTIONS TO OFFERORS: Do not attempt to complete this Lease form (GSA Lease Form L202). Upon selection for award, Government will transcribe the successful Offeror's final offered rent and other price data included on the Lease proposal form (GSA Lease Proposal Form 1364-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The premises are described as follows:

Exhibit A refers to the floor plans provided by the successful offeror and must delineate the space under lease.

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- A. Clinical and related space: 9,999 rentable square feet (RSF), located on 01 or 02 floor(s), of the building, as depicted on the floor plan(s) attached hereto as Exhibit A. Reference S30 - VA_NUSF_versus_GOVERNMENT_ANSIBOMA_usable for definition of ANSI/BOMA Office Area (ABOA).
- B. Common Area Factor: The Common Area Factor (CAF) is established as 00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

- A. The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post rules and regulations governing conduct on federal property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with lessor’s standards. Appurtenant to the premises and included in the lease are rights to use the following:
 - B. Parking: 75 parking spaces reserved for the exclusive use of the Government, 10 of which shall conform to the Americans with Disabilities Act. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local Government entity having jurisdiction over the property.
 - C. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$XXX,XXX.XX	\$XXX,XXX.XX
TENANT IMPROVEMENTS RENT ²	\$ XXX,XXX.XX	\$ 0
OPERATING COSTS ³	\$ XXX,XXX.XX	\$ XXX,XXX.XX
BUILDING SPECIFIC SECURITY ⁴	\$ XXX,XXX.XX	\$ XXX,XXX.XX
PARKING ⁵	\$ XXX,XXX.XX	\$ XXX,XXX.XX
TOTAL ANNUAL RENT	\$XXX,XXX.XX	\$XXX,XXX.XX

¹Shell rent calculation:
 (Firm Term) \$XX per RSF multiplied by XX RSF
 (Non Firm Term) \$XX per RSF multiplied by XX RSF
²The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years.
³Operating Costs rent calculation: \$XX per RSF multiplied by XX RSF
⁴Building Specific Amortized Capital (BSAC) of \$XX are amortized at a rate of X percent per annum over XX years
⁵Parking costs described under sub-paragraph H below

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed XX ABOA SF based upon the methodology outlined under the “Payment” clause of GSA Form 3517.
- C. 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.
- D. 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.
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor’s Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
 - 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
 - 4. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of XX), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of XX directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.
- H. Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).

1.04 OB10

A. OB10 INVOICE SYSTEMS AND PROCEDURES

- 1. Steps to update the required information in OB10 are outlined below.
- 2. Remittance details: Address Information
- 3. This can be updated within the OB10 Portal. [HTTP://GO.OB10.COM/E/7932/LOGIN/3K79J8/637102501](http://GO.OB10.COM/E/7932/LOGIN/3K79J8/637102501)
- 4. Remittance details should be updated within your OB10 Portal Account and will be populated automatically to your invoices for all future submissions once completed.
- 5. Tax Payer ID (TIN):
- 6. This can be updated within the OB10 Portal. [HTTP://GO.OB10.COM/E/7932/LOGIN/3K79J8/637102501](http://GO.OB10.COM/E/7932/LOGIN/3K79J8/637102501)
- 7. You should be updated within your OB10 Portal Account and will be Hardcoded to your account for all future submissions.
- 8. Your Tax Payer ID (TIN) must be 9 to 11 numeric characters.
- 9. Be advised that the following information is not required within the Prompt Pay Act however; it is required to ensure proper routing and processing of invoices.
- 10. DUNS number: All vendors
- 11. This can be updated within the OB10 Portal. [HTTP://GO.OB10.COM/E/7932/LOGIN/3K79J8/637102501](http://GO.OB10.COM/E/7932/LOGIN/3K79J8/637102501)
- 12. If you have a DUNS number, this must be provided on your invoice submission.
- 13. OB10 does not have access or advertisement to your companies DUNS number.

B. Discount; All terms.

- 1. Discount Terms must be submitted on your invoice when submitting to OB10 if applicable.

2. If you present discount terms apply to your invoice, the discount must provide the date terms and percentage of discount.
 3. Example: 2% within 10 days, 1% within 20 days, NET 30
 4. Example: 0% within 30 days, NET 30
 5. Discount fields are mandatory. If you do not intend to offer a discount, you should enter or provide a "0" with Net Terms.
- C. Service invoices: Period of service (Begin and End Dates)
1. If you are providing a Service to a VA Center, you must provide the relevant beginning and end dates of service or "Period of Performance" within your invoice.
 2. This must be provided within your File to OB10, or completed within the OB portal under the Line Item within "Service Delivery Start Date" and "Service Delivery End Date".
- D. When providing start and end date, the information can be provided at the "invoice item" section. Please select "notes, discount and reference numbers" section to add the "delivery start and delivery end date".
- E. If your company is providing a product to VA, you must provide the "Ship To" location for your product.
1. Ship To must include:
 2. The VA Hospital Name
 3. The Street Number
 4. The Street Name
 5. City
 6. State
 7. Zip Code
- F. If your company is an Integrated Solutions (File Submission) vendor, be advised OB10 must be made aware of the changes to your file structure changes prior to production transmission.
- G. OB10 offers support and guidance videos on the how to complete the requirements above located here:
1. [HTTP://GO.OB10.COM/E/7932/REFERENCE-PDF-3JX7GQ-605173039/3K79JD/637102501](http://GO.OB10.COM/E/7932/REFERENCE-PDF-3JX7GQ-605173039/3K79JD/637102501) If you've questions on how to update your companies account or how to submit with the referenced required information above, please review the specific instructions below or contact the OB10 Helpdesk team at 1-877-489-6135 or a Support Ticket from your Portal.
 2. Further reference on e-Invoicing for the VA can be found at: [HTTP://GO.OB10.COM/E/7932/-EINVOICE-ASP-3JX7GS-605173039/3K79JJ/637102501](http://GO.OB10.COM/E/7932/-EINVOICE-ASP-3JX7GS-605173039/3K79JJ/637102501)
 3. ACH Forms for electronic Payment can be found at: [HTTP://GO.OB10.COM/E/7932/-PDF-3881-PDF-3JX7GV-605173039/3K79JN/637102501](http://GO.OB10.COM/E/7932/-PDF-3881-PDF-3JX7GV-605173039/3K79JN/637102501)
 4. Invoice Payment Queries for the VA can be completed at: [HTTP://GO.OB10.COM/E/7932/PDEFAULT-ASPX-3JX7GZ-605173039/3K79JS/637102501](http://GO.OB10.COM/E/7932/PDEFAULT-ASPX-3JX7GZ-605173039/3K79JS/637102501)
 5. OB10 VA specific Information can be found at: [HTTP://GO.OB10.COM/E/7932/TERANSAFFAIRS-3JX7H2-605173039/3K79JX/637102501](http://GO.OB10.COM/E/7932/TERANSAFFAIRS-3JX7H2-605173039/3K79JX/637102501)

1.05 TERMINATION RIGHTS (AUG 2011)

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Termination Right after 5 Years. Notwithstanding anything to the contrary contained in this Lease Solicitation, after completion of Year 5 of the lease term, the Government may terminate this Lease, in whole or in part, at any time by giving at least ninety (90) days' written notice to the lessor, for any reason or no reason whatsoever. The effective date of such termination shall be the first calendar day occurring after such ninety (90) days. If this contract is terminated, the Government shall be liable only for rent payments due and owing to the Lessor prior to, but not including, the effective date of termination, and any unpaid tenant improvement costs identified in the Lease.

1.06 RENEWAL RIGHTS (SEP 2013)

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

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

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

Document Name
File Name
Form R102 Request for Lease Proposal
Form L202 Lease REV0002
Form 2
Form 1217
Form 1217 Attachment I
Form 1217 Attachment II
Form 3516 Solicitation Provisions
Form 3517B Clauses
Form 3518 Reqs and Certs
Form 1364-S
VA_NUSF_versus_GSA_ANSIBOMA_usable
Exhibit A - Floor Plan
Exhibit A.1 - CBOC Design Guide
Exhibit A.2 - Alarm System Requirements
Exhibit A.3 - IT Room Requirements
Exhibit A.4.0 - Signage Requirements
Exhibit A.4.1 - Signage Requirements
Exhibit A.5 - Pre-lease Building Security Plan
Exhibit A.6 - GSA IPM Technical Guide
AMENDMENTS TO RLP NO. XXXX

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)

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

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$XX.XX per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of X percent. ACTION REQUIRED: Use this paragraph if the Real Estate Tax Base is a negotiated amount. otherwise, delete this paragraph.

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.
- B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
 - 1. Reduce the security countermeasure requirements;
 - 2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
 - 3. Negotiate an increase in the rent.

The Lessor shall complete and conform to the following additional building improvements prior to acceptance of the space:

- Exhibit A.2 - Alarm System Requirements
- Exhibit A.3 - IT Room Requirements
- Exhibit A.4.1 - Signage Requirements
- Exhibit A.5 - Pre-lease Building Security Plan
- Exhibit A.7 - Fire Prelease Cert Checklist

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

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

1.12 REAL ESTATE TAX BASE (SEP 2013)

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

1.13 OPERATING COST BASE (SEP 2013)

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

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$ _____ per hour per zone
- Number of zones: _____
- \$ _____ per hour for the entire Space.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$ _____ per ABOA SF. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.17 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

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

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

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

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

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- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

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

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.
- B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any

limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

- C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the premises upon termination 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 of the lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in real estate taxes for the property after the establishment of the real estate tax base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

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

Property is defined as the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights).

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

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect real estate taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing real estate taxes on an annual basis.

Tax Abatement is an authorized reduction in the lessor's liability for real estate taxes below that determined by applying the generally applicable real estate tax rate to the fully assessed (as hereinafter defined) valuation of the property.

Unadjusted Real Estate Taxes are the full amount of real estate taxes that would be assessed for the property for one full tax year without regard to the lessor's entitlement to any tax abatements (except if such tax abatement came into effect after the date of award of the lease), and not including any late charges, interest or penalties. If a tax abatement comes into effect after the date of award of the lease, "unadjusted real estate taxes" are the full amount of real estate taxes assessed for the property for one full tax year, less the amount of such tax abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted real estate taxes for the first full tax year following the commencement of the lease term. If the real estate taxes for that tax year are not based upon a full assessment of the property, then the real estate tax base shall be the unadjusted real estate taxes for the property for the first full tax year for which the real estate taxes are based upon a full assessment. Such first full tax year may be hereinafter referred to as the tax base year. Alternatively, the real estate tax base may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.

The property is deemed to be fully assessed (and real estate taxes are deemed to be based on a full assessment) only when a taxing authority has, for the purpose of determining the lessor's liability for real estate taxes, determined a value for the property taking into account the value of all improvements contemplated for the property pursuant to the lease, and issued to the Lessor a tax bill or other notice of levy wherein the real estate taxes for the full tax year are based upon such full assessment. At no time prior to the issuance of such a bill or notice shall the property be deemed fully assessed.

Percentage of Occupancy refers to that portion of the property exclusively occupied or used by the Government pursuant to the lease. For buildings, the percentage of occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to

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the lease to the total RSF in the building or buildings so occupied, and shall not take into account the government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). this percentage shall be subject to adjustment to take into account increases or decreases for space leased by the Government or for rentable space on the property.

Adjustment for changes in Real Estate Taxes. after the property is fully assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the real estate taxes for the property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's percentage of occupancy by the difference between the current year unadjusted real estate taxes and the real estate tax base, less the portion of such difference not paid due to a tax abatement (except if a tax abatement comes into effect after the date of award of the lease). If a tax abatement comes into effect after the date of award of the lease, the amount of the tax adjustment shall be determined by multiplying the Government's percentage of occupancy by the difference between the current year unadjusted real estate taxes and the real estate tax base. The Government shall pay the tax adjustment in a single annual lump sum payment to the lessor. in the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the percentage of occupancy, real estate tax base, and real estate taxes for each respective parcel.

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

The real estate tax base is subject to adjustment when increases or decreases to real estate taxes in any tax year are attributable to (a) improvements or renovations to the property not required by this lease, or (b) changes in net operating income for the property not derived from this lease. If either condition results in a change to the real estate taxes, the LCO may re-establish the real estate tax base as the unadjusted real estate taxes for the tax year the property is reassessed under such condition, less the amount by which the unadjusted real estate taxes for the tax year prior to reassessment exceeds the prior real estate tax base.

If this lease includes any options to renew the term of the lease, or be otherwise extended, the real estate tax base for determining tax adjustments during the renewal term or extension shall be the last real estate tax base established during the base term of the lease.

If any real estate taxes for the property are retroactively reduced by a taxing authority during the term of the lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the real estate taxes paid for the property during the term of the lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any tax year.

If the lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the tax year will be prorated based on the number of days that the lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within **15 calendar** days of payment or credit by the taxing authority to Lessor or lessor's designee.

If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

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

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

2.06 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.07 OPERATING COSTS ADJUSTMENT (JUN 2012)

- A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
- B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
- C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
- D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

SECTION 3 RESPONSIBILITY OF THE LESSOR

3.01 WORK PERFORMANCE (JUN 2012)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a

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history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this RLP and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov>.
- B. The lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:
1. The cost of the recommended product is unreasonable.
 2. Inadequate competition exists.
 3. Items are not available within a reasonable period.
 4. Items do not meet Lease performance standards.

3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biopreferred.gov. In general, environmentally preferable products and materials do one or more of the following:
- Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
1. Minimize the consumption of resources, energy, and water.
 2. Prevent the creation of solid waste, air pollution, or water pollution.
 3. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

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

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)

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- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. Ceiling grid and tile
 2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
 3. Duct work and HVAC equipment
 4. Wiring and electrical equipment
 5. Aluminum and/or steel doors and frames
 6. Hardware
 7. Drywall
 8. Steel studs
 9. Carpet, carpet backing, and carpet padding
 10. Wood
 11. Insulation
 12. Cardboard packaging
 13. Pallets
 14. Windows and glazing materials
 15. All miscellaneous metals (as in steel support frames for filing equipment)
 16. All other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and State laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 BUILDING SHELL REQUIREMENTS (SEP 2013)

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- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)

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

3.08 QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)

- A. During the life of the Lease, the building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.
- B. It shall be the lessor's responsibility to fix, correct and or replace mechanical working proponents such as door handles, lights, light switches, electrical outlets, blinds when deemed not due to damage done by the Government.
- C. Materials utilized during the build are considered Lessor property and not Government property. The designation shall be made through the description as annotated on a SLA. At which point the Government bares in whole the responsibility as defined in part A of this Section.

3.09 VESTIBULES (SUCCEEDING) (APR 2011)

- A. Existing vestibules shall remain in place at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. Existing grilles and grates shall remain in place to control dirt and particulates from entering the building at all primary exterior entryways.

3.10 MEANS OF EGRESS (SEP 2013)

- A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the award date of this Lease).
- B. The space shall have unrestrictive access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.11 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.12 FIRE ALARM SYSTEM (SEP 2013)

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

3.13 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

- A. 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").
- B. If this lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - 1. 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
 - 2. 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).
- C. 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.

3.14 ELEVATORS (SEP 2013)

- A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.
Lessor shall provide LCO with annual inspection documents.
- D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.15 FLAGPOLE (SEP 2013)

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

3.16 DEMOLITION (JUN 2012)

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

3.17 ACCESSIBILITY (FEB 2007)

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

3.18 CEILINGS (SEP 2013)

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- A. A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.
- B. **NOTE:** CEILING HEIGHT REQUIREMENT MAY BE ADJUSTED PER MARKET CONDITIONS AT LCO'S DISCRETION; HOWEVER 9 FEET IS THE recommended MINIMUM CEILING HEIGHT. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.
- E. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:
1. Restrooms. Plastered or spackled and taped gypsum board.
 2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content.
 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

- A. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors.
- B. Fixing broken items: All door handles and mechanisms are the Lessors responsibility to replace unless found to be the result of the Government misuse. Within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless a PO is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).
- C. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Properly rated and labeled "fire door assemblies" shall be installed on all fire egress doors.
- D. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.20 DOORS: IDENTIFICATION (APR 2011)

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All signage required in common areas related and unrelated to tenant identification shall be provided and installed by the lessor. After acceptance of space occurs any additional signage required shall be at the cost of the Government, post acceptance and or throughout the lease life.

3.21 WINDOWS (SUCCEEDING) (SEPT 2011)

All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless a PO is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected then the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).

3.22 PARTITIONS: GENERAL (APR 2011)

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

3.23 PARTITIONS: PERMANENT (SEP 2013)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the award date of this lease.

3.24 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

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

3.25 WALL FINISHES – SHELL (SUCCEEDING) (JUN 2012)

- A. All restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semi-gloss paint on remaining wall areas, or other finish approved by the Government.

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- B. All elevator areas that access the space and hallways accessing the space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.26 PAINTING - SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the space shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.27 FLOORS AND FLOOR LOAD (AUG 2011)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the lessor's expense. Calculations and structural drawings may also be required.

3.28 FLOOR COVERING AND PERIMETERS – SHELL (SUCCEEDING) (JUN 2012)

- A. All building common areas shall have finished floors, as currently provided.
- B. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.29 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

- A. The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the lessor. exposed ducts, piping, and conduits are not permitted in clinical and related space.
- B. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless a PO is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).

3.30 BUILDING SYSTEMS (APR 2011)

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

3.31 ELECTRICAL (JUN 2012)

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

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

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

3.32 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.33 REST ROOMS (SEP 2013)

- A. If this lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the Government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of clinical and related space. If major alterations to the restrooms occur during the term of this lease, the number of fixtures must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	o ^t	8	2	1	1	1	1
9	o ^t	24	3	2	2	1	1
25	o ^t	36	3	2	2	1	2
37	o ^t	56	5	3	3	2	2
57	o ^t	75	6	4	4	2	2
76	o ^t	96	6	5	4	2	3
97	o ^t	119	7	5	5	2	3
120	o ^t	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

- B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- C. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless a PO is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).

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

3.34 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

- A. For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):
- B. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- C. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- D. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.
- E. Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

3.35 JANITOR CLOSETS (SUCCEEDING) (JUN 2012)

Existing janitor closets shall meet all local codes and ordinances. Disposal is not permitted in restrooms.

3.36 HEATING VENTILATION AND AIR CONDITIONING – SHELL (SEP 2013)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for clinical and related spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
1. Prior to occupancy load testing reports shall be submitted to the contracting officer for review.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.

- F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 13.
- G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- E. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - 1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - 2. The building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.37 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)

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

3.38 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

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

3.39 LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)

- A. Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the LCO) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ABOA SF.
- B. Unless alternate lighting is approved by the LCO, the Lessor shall provide deep cell parabolic louver 2'-0" wide x 4'-0" long or two 2'-0" wide x 2'-0" long (or Building standard that meets or exceeds this standard) or modern, diffused fluorescent fixtures using no more than 2.0 W per ABOA SF. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the Space. Tubes shall then be removed to provide (1) 30 foot-candles in portions of work areas other than work surfaces, and (2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be approved by the LCO. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- C. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.

- D. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
- E. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

3.40 ACOUSTICAL REQUIREMENTS (SEP 2013)

- A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.
- B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.
- C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40 Clinical areas and Offices: NIC 35
- D. Testing. The LCO may require, at lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.41 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) 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. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during construction: If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of eight (8) at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) (52.2-1999, HVAC Use During Construction). The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - 2. No permanent diffusers are used;

3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the LCO.
4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
6. Protect stored onsite and installed absorptive materials from moisture damage.

3.42 SYSTEMS COMMISSIONING (APR 2011)

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

SECTION 4 Design, construction, and post award activities

4.01 SCHEDULE FOR COMPLETION OF SPACE (SUCCEEDING) (JUN 2012)

- A. Design and construction activities for the space shall commence upon lease award through bilateral signature receipt.

Construction of TIs and completion of other required construction work: The Lessor shall complete all work as required in this lease not later than 90 Working Days following lease award.

4.02 ACCEPTANCE OF SPACE (SUCCEEDING) (SEP 2013)

- A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to the completion of the TIs, with the exception of items

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identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.
- D. At acceptance, the Lease term shall commence and the Lease Term Commencement Date shall be memorialized by Lease Amendment.
- E. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.03 AS-BUILT DRAWINGS (JUN 2012)

Not later than **15** days after the acceptance of the space, the lessor, at lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and lessor's architect and architect's phone number. The lessor's operator shall demonstrate the submission on Government equipment, if requested by the LCO.

4.04 SEISMIC RETROFIT (SEP 2013)

The following requirements apply to Leases requiring seismic retrofit:

- A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.
- B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).
- C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form E - Certificate Of Seismic Compliance - Retrofitted Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 41, executed by a registered civil or structural engineer, has been delivered to the LCO.

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and additional security requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (SUCCEEDING) (SEPT 2011)

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 lease award. Government must deliver necessary finish selections to the Lessor within 10 working days after receipt of samples. The finish options must be approved by Government prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 DOORS: INTERIOR (SUCCEEDING) (SEP 2013)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the lease:

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

5.04 DOORS: HARDWARE (SUCCEEDING) (SEP 2013)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the lease:

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA101 or the International Building Code current as of the award date of this lease.

Two (2) sets of keys for each lock shall be presented to the Government upon acceptance of space. A separate key cut shall be executed for six (6) rooms to be determined after lease award. Each keying is required to be different for security reasons. The six (6) keys do include the information technology room separate keys. Additional keys may be required at a cost to the Government.

5.05 PARTITIONS: SUBDIVIDING (SUCCEEDING) (SEP 2013)

A. The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the lease:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

5.06 WALL FINISHES (JUN 2012)

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

5.07 PAINTING –TI (SEP 2013)

- A. Prior to acceptance, all surfaces within the Space which are designated by Government for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:
1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
 2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
 3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per litre (g/L).
 - b. Non-flats: 150 g/L.
 4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
 5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
 6. Floor coatings: 100 g/L
 7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
 8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
 9. Stains: 250 g/L.
- C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.08 FLOOR COVERINGS AND PERIMETERS (SEP 2013)

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. Specifications for carpet to be newly installed or replaced:
1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.
 2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials.
 3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Carpet and all installation components including adhesives, sealers, seam welds, and seam sealers must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.
 4. Face fiber content. Face yarn must be 100% nylon fiber. Loop Pile shall be 100% Bulk Continuous Filament (BCF); cut and loop shall be 100% BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
 5. Performance requirements for broadloom and modular tile.

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

6. Texture appearance retention rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

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.

7. 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.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the Government shall be presented to the Government upon acceptance of space.

5.09 HEATING AND AIR CONDITIONING (SUCCEEDING) (JUN 2012)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the Lease:

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

5.10 ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012)

A. The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the lease:

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

5.11 LIGHTING: INTERIOR AND PARKING – TI (SUCCEEDING) (SEP 2013)

The following requirements pertain to repair or replacement due to maintenance or alterations performed throughout the term of the lease:

- A. **FIXTURES:** The Lessor shall provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell (Succeeding)."
 - B. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.
-

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

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

- A. The Government's normal hours of operations are established as **0600 AM to 0600 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 or as negotiated by Lessor and Government.
- B. The Lessor and the lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

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

6.03 UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)

- A. If any utilities are excluded from the rental consideration, the Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive building systems can operate under the control conditions stated in the lease. the statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, Energy Efficient Design of new buildings except low rise residential buildings, or more restrictive state or local codes.
- B. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Government, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.
- C. The building operating plan shall be in effect as of the lease term commencement date and shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing.

6.04 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the lease contracting officer or contracting officer's representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the building in monthly detail for the duration of the lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for

each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.05 HEATING AND AIR CONDITIONING (SEP 2013)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. Thermal comfort. During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.
- D. Warehouse or garage areas require heating and ventilation only. Cooling of this space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 JANITORIAL SERVICES (JUN 2012)

- A. 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. Through coordination with Government the Lessor shall be responsible for entry and exit of Janitorial Staff, this is inclusive of any needed keys, access codes and back ground checks. 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.
 - 1. 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.
 - 2. Three times a week. Sweep or vacuum stairs.
 - 3. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
 - 4. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in clinical and related space.
 - 5. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
 - 6. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

7. 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.
8. 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.
9. 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. Notification shall be sent to the LCO of requirement completion by Lessor.
10. Annually. Shampoo carpets in all offices and other non-public areas. Coordination between the Lessor and Government must occur to establish a schedule. Notification shall be sent to the LCO of requirement and completion by Lessor. Government shall be responsible for clearing desks and like office equipment.
11. Every five years. Dry clean or wash (as appropriate) all Lessor provided draperies. Notification shall be sent to the LCO of requirement completion by Lessor.
12. As required. Properly maintain plants and lawns.
13. As required. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters.
14. Daily. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
15. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the Government Environmental Management Integrated Pest Management Technique Guide (E402-1001) [Exhibit A.6 - GOVERNMENT IPM Technical Guide].

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

- A. The Lessor shall make careful selection of janitorial cleaning products and equipment to:
- B. Use products that are packaged ecologically;
- C. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- D. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.Government.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall supply select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 SNOW REMOVAL (APR 2011)

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

6.10 MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises.
- B. Maintenance and repairs include the site and private access roads. All lessor provided equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- C. 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 shall be witnessed by the Government's designated representative.
- D. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless authorized by the Government and a SLA is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).

6.11 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.
 - 1. Lessor shall repaint all paintable areas within the Government leased space every three (3) years. Coordination between Government and Lessor shall be conducted in which instance the Government shall present the Lessor a schedule of painting.
 - 2. Areas that have received touch up painting are not excluded and shall be repainted unless otherwise directed by the Government.
 - 3. Government shall be responsible for moving any items hanging or planted.
- B. Carpet and flooring:
 - 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
 - 2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the space every **five (5)** years with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
 - 3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.
 - 4. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin

unless authorized by the Government and a SLA is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).

6.12 ASBESTOS ABATEMENT (APR 2011)

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

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

- A. The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.
- B. Correspondence from the Government shall be addressed in a timely manner via phone or electronic mail. The expectation of the Government is 48 hours or less.

6.14 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

- A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. 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 M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. 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.
- C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for 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.

1. **MANUAL PROCESS:** The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. **ELECTRONIC PROCESS:** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

- a) How to Log In
 - b) How to Answer and Create New Golden Questions
 - c) What Additional Documents to Send
 - d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
 - e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
 - f) Where to Send.
- The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:
- a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
 - b) Certification That My Answers Are True
 - c) Authorization for Release of Information.

- D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.
- E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
- F. 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 the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.
- G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

- A. Within **30** days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.
- B. The Government will utilize the lessors work order system in place. For work, not covered under this section and or delineated in the Lease the Government shall utilize a bilaterally signed Supplemental Lease Agreement (SLA). Under no circumstances shall the Lessor perform work outside the scope of this Lease without written approval from LCO or authorized Government contracting official.
 - 1. Once a project is identified by the LCO or authorized Government contracting official the Lessor shall make every effort to solicit at least two (2) sources.
 - 2. The work shall not start until a SLA is executed.
 - 3. The Lessor shall be responsible for quality assurance and quality control of all works performed.

6.16 LANDSCAPING (SUCCEEDING) (JUN 2012)

- A. Landscape management practices shall prevent pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG Guidelines for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

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

6.18 RECYCLING (JUN 2012)

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- A. For Leases greater than 10,000 rentable SF, with a lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.
- B. Where State or local law, code, or ordinance requires recycling programs for the premises, Lessor shall comply with such State and/or local law, code, or ordinance.
- C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the space.

6.19 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 the Randolph-Sheppard vending facilities.

6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

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

- A. **Marking SBU.** Contractor-generated documents that contain Building information must be reviewed by Government to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.
- B. **Authorized Recipients.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, State, and local Government entities, and non-Government entities engaged in the conduct of business on behalf of or with Government. Non-Government entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to Government or performing work under a Government contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, State, and local Government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.
- C. **Dissemination Of Sbu Building Information:**
 - 1. **By Electronic Transmission.** Electronic transmission of SBU information outside of the GOVERNMENT firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local Government entities and firms currently registered as "active" in the System for Award Management (SAM) <HTTPS://WWW.SAM.GOV/PORTAL/PUBLIC/SAM/> that have a need to know such information. If a subcontractor is not registered in the SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.
 - 2. **By Non-Electronic Form Or On Portable Electronic Data Storage Devices.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

- a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - b. In person. Contractors must provide SBU Building information only to authorized representatives of State, Federal, and local Government entities and firms currently registered as "active" in the SAM database that have a need to know such information.
3. Record Keeping. Contractors must maintain a list of the State, Federal, and local Government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum
- a. The name of the State, Federal, or local Government entity or firm to which SBU has been disseminated;
 - b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
 - c. Contact information for the named individual; and
 - d. A description of the SBU Building information provided. Once work is completed, or for Leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.
- D. Retaining SBU Documents. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.
- E. Destroying Sbu Building Information. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF).and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.
- F. Notice Of Disposal. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.
- G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.
- H. Subcontracts. The Contractor must insert the substance of this paragraph in all subcontracts.

6.21 INDOOR AIR QUALITY (SEP 2013)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the Government indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.

- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
 - 6.21.1 Making available information on Building operations and Lessor activities;
 - 6.21.2 Providing access to Space for assessment and testing, if required; and
 - Implementing corrective measures required by the LCO.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
 - 1. The space;
 - a. Common building areas;
 - b. Ventilation systems and zones serving the leased space; and
 - c. The area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.22 RADON IN AIR (SUCCEEDING) (SEP 2013)

- A. The radon concentration in the air of the space shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA action concentration."
- B. Initial testing:
 - 1. The Lessor shall:
 - a. Test for radon that portion of space which is in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
 - b. Report the results to the LCO upon award; and
 - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - 2. Testing sequence. The Lessor shall 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 prior to lease term commencement date, in which case the Lessor shall perform the short test in subparagraph D.2.
- C. CORRECTIVE ACTION PROGRAM:
 - 1. Program Initiation and Procedures.
 - a. If either the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after award or during the term of the lease, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

- b. If either the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall 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 EPA action level and certifies the Space for re-occupancy.
- c. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall 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 EPA action level.
- d. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
- e. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
- f. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

- 1. Standard Test. Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
- 2. Short Test. Place alpha track detectors for at least 14 days, or electret ion chambers 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 listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.23 RADON IN WATER (JUN 2012)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.24 HAZARDOUS MATERIALS (SEP 2013)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.25 MOLD (SEP 2013)

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- A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions 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).
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.
- D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.
- I. If the facility had a breach of water and the Government requests a mold test be conducted, Lessor shall conduct such a test and provide the Government with results. The Government shall accept results from the hardware store common mold testing kits which as of date of this contract cost approximately \$10.00 USD.

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)

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

6.27 FLAG DISPLAY (SEP 2013)

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- A. Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.
1. Replacement and disposal of flags shall be the burden of the Government.
 2. Care and maintenance of the flagpole to include mechanisms such as but not limited to ropes, clips, lights and painting shall be the sole burden of the lessor.
- B. Fixing broken items: If found not to be wear and tear; within four (4) working days the Lessor shall provide a quote to the LCO. The LCO shall give concurrence and provide a purchase order for works to begin. Works shall not begin unless a PO is received. If found to be wear and tear Lessor shall correct with no quote required. If not corrected than the Government may elect to correct and all associated administrative and labor costs shall be deducted from the monthly rent through execution of a unilateral modification (SLA).

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level as per appendixes to this Lease.