This Lease is made and entered into between

2200 C Street LLC

(Lessor), whose principal place of business is 2215 Constitution Avenue, NW, Washington, DC 20037 and whose interest in the Property described herein is that of Ground Lessee, and

The United States of America

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

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 a portion of the Property located at

2200 C Street NW, Washington DC

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

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon June 30, 2019 and continuing for a period of

15 Years Firm

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:

(b) (6) [redacted]

Name: THOMAS E. MENIGHAN

Title: EXECUTIVE VICE PRESIDENT + CEO

Entity Name: 2200 C STREET LLC

Date: 9/20/18

FOR THE GOVERNMENT:

(b) (6) [redacted]

Name: Maria S. Medina

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/11/18

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Name: JOSEPH VANELA

Title: CHIEF FINANCIAL OFFICER

Date: 9/20/18

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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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **189,008** rentable square feet (RSF), yielding **164,549** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the floors Entire C2, Partial C1, Partial 1st, Entire 2nd, Entire 3rd, Entire 4th, and Entire 5th of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **14.86** percent. This factor shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Acceptance of Premises. The Government accepts the Premises, the building shell, and security as existing and in their current configuration and existing condition, except for base building Fire Protection and Life Safety requirements, base building accessibility requirements; compliance with local codes and ordinances and those repairs and replacements described in the Paragraph 1.18 of this Lease. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of the lease commencement. Further the Lessor is to maintain (or replace, if necessary) such items or conditions so that they remain "in good repair and tenantable condition" throughout the term of this Lease. Lessor is not relieved from requirements contained in the lease for future alterations, repairs, replacements, construction and/or improvements. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function, to the existing. Such acceptance by the Government shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance and repair, as set forth in the Lease. In accordance with Section 4.01A below, the Lessor shall provide, as part of the shell costs, complete Design Intent Drawings (DIDs). The Government shall be solely responsible for all other design and construction costs of any tenant improvements and security improvements that the Government elects to make to the Premises, as well as the cost of any base building alterations necessitated by such tenant improvements and security improvements.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within the Premises. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 15 inside parking spaces on level P2, as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces for lease as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet, or building envelope shall be at no additional rent, but shall be subject to space availability, code compliance, governmental approvals, screening and aesthetic requirements of the Lessor and the rights of other tenants (if any), and shall not interfere with the Building's systems or warranties.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

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

	FIRM TERM
	ANNUAL RENT
SHELL RENT[1]	$6,683,488.98
OPERATING COSTS[2]	(b) (4) [redacted]
TENANT IMPROVEMENTS RENT[3]	(b) (4) [redacted]
TOTAL ANNUAL RENT	$9,119,636.00

[1]Shell rent calculation:
(Firm Term) $35.36 per RSF multiplied by the RSF stated under Paragraph 1.01 [redacted]
[2]Operating Costs rent calculation: (b) (4) [redacted]
[3]Tenant Improvements of (b) (4) [redacted]

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

C. The Premises has been mutually measured by the Lessor and the Government in accordance with the methodology outlined under the "Payment" clause of GSA Form 3517. The Parties have agreed that the measurement of the Premises does not exceed **164,549** ABOA SF. The space shall not be subject to further re-measurement.

D. If the Government leases the Premises for less than the full calendar month at the beginning or end of the lease term, then the rent shall be prorated for such partial months based on the actual number of days of occupancy for such months.

E. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

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

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, up to the amount of the Tenant Improvement Allowance, 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 (with the exclusion of tenant electric), 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 **electricity** 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. 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **Jones Lang LaSalle Americas, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) [redacted] of the Commission will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining (b) (4) [redacted] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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

Month 1 Rental Payment (b) (4) [redacted] minus prorated Commission Credit of (b) (4) [redacted] equals (b) (4) [redacted] adjusted 1st Month's Rent.*

Month 2 Rental Payment (b) (4) [redacted] minus prorated Commission Credit of (b) (4) [redacted] equals (b) (4) [redacted] adjusted 2nd Month's Rent.*

Month 3 Rental Payment (b) (4) [redacted] minus prorated Commission Credit of (b) (4) [redacted] equals (b) (4) [redacted] adjusted 3rd Month's Rent.*

Month 4 Rental Payment (b) (4) [redacted] minus prorated Commission Credit of (b) (4) [redacted] equals (b) (4) [redacted] adjusted 4th Month's Rent.*

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

1.05 ~~TERMINATION RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (OCT 2016)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	8	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	13	C
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	D
GSA FORM 3517B GENERAL CLAUSES	16	E
FACILITY MAINTENANCE PLAN	17	F
SMALL BUSINESS SUBCONTRACTING PLAN	11	G
REVISION(S) TO LEASE ISSUED UNDER RLP AMENDMENT NUMBERS 1 THROUGH 4	5	H
List of Current Government Owned Equipment	1	I
Preliminary Tenant Improvement Scope of Work	2	J

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$50.64** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **zero (0%)** percent.

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

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

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

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

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

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ($ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	**$3.50 PER ABOA SF**
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	**5%**

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

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

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

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 **77.015** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **189,008** RSF by the total Building space of **245,415** RSF. The tax parcel number is **Square 63, Lot 20**.

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

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4) [redacted]

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

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced according to the following schedule:

Credit for a contiguous unit of space totaling at least half a floor: $1.00 per ABOA SF
Credit for a full floor: $1.50 per ABOA SF
Credit for the entire leased space: $2.50 per ABOA SF

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

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

For overtime service up to and including twenty (20) hours per month (excluding Sundays)

- $0.00 per hour per zone
- Number of zones: 24
- $0.00 per hour for the entireSpace.
- Sunday overtime service shall be $85.00 per hour for the first zone and $5.00 per hour for each additional zone.

For overtime service greater than twenty (20) hours per month but less than or equal to seventy-five (75) hours per month (excluding Sundays)

- $65.00 per hour for the first zone, plus $1.00 per hour for each additional zone.
- Number of zones: 24
- $88.00 per hour for the entire Space.
- Sunday overtime service shall be $85.00 per hour for the first zone and $5.00 per hour for each additional zone.

For overtime service greater than seventy-five (75) hours per month but less than or equal to one hundred fifty (150) hours per month (excluding Sundays)

- $85.00 per hour for the first zone, plus $5.00 per hour for each additional zone.
- Number of zones: 24
- $200.00 per hour for the entire Space.

For overtime service greater than one hundred fifty (150) hours per month (excluding Sundays)

- $200.00 per hour for the first zone, plus $10.00 per hour for each additional zone.
- Number of zones: 24
- $430.00 per hour for the entire Space

For overtime service on Sundays

- $85.00 per hour for the first zone, plus $5.00 per hour for each additional zone.
- Number of zones: 24
- $200.00 per hour for the entire Space.
- Such service must be ordered 48 hours in advance

B. There is no overtime charge during the following weekend hours:
Saturday: **9:00** AM through **1:00** PM

1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)

A. Two rooms comprising **714** ABOA SF and of **638** ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of the first room is established as **165,995** BTU; the BTU output of the second room is established as 45,537 BTU. The temperature of each room shall be maintained at between **68 and 71** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

B. The 24 hour cooling service shall be provided by the Lessor as part of the rental consideration.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

As part of the rental consideration, the Lessor shall complete the following additional Building improvements prior to Lease commencement:

1) Rectify wastewater backup in plumbing stack servicing the North Kitchen on the fourth floor (Room 040-01)
2) Rectify off-gassing on C2 level by providing ventilation at Lessor's expense for two additional hours per day before Normal Hours commence.
3) Install automatic door-closers on loading dock doors.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

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

1.20 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **788653314**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

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

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located.

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

F. Contract. "Contract" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. Premises. 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.

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

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

Q. 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.

R. 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.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

T. Excusable Delay: The Lessor shall not be responsible for delays which arise without the fault or negligence of the Lessor ("Excusable Delays") which shall include (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor not affiliated with, or doing work for, Lessor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) freight embargoes, (9) unusually severe weather, (10) delays in issuance of a building permit after Lessor has applied for a permit with all due diligence and request for expedited processing, or (11) delays by city inspectors in completing any necessary inspections.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

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

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $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 (OCT 2016)

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 non-structural 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 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2016)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing

the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. .

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

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

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

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 the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

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

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.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA 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.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

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

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

(b) (4)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
52.222-6 Construction Wage Rate Requirements
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination–Debarment
52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

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

3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures; Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

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

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 refurbished 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 (SEP 2015)

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 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (HTTPS://US.FSC.ORG/EN-US), or the Sustainable Forestry Initiative (HTTP://WWW.SFIPROGRAM.ORG/).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/ or HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the South Coast Air Quality Management District standards for VOC limits for applicable product types

[HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES] as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

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

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

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

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

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

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

3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

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

3.11 VESTIBULES (APR 2011)

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

3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 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.

3.14 FIRE ALARM SYSTEM (SEP 2013)

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

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

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

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

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

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

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

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

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

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

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

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

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

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

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

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

4. INTENTIONALLY DELETED

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects

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

3.16 ELEVATORS (OCT 2016)

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

B. Code: Elevators shall conform to the 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.

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.

3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.18 FLAGPOLE (SEP 2013)

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

3.19 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.

3.20 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.

3.21 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

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

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.23 DOORS: IDENTIFICATION (APR 2011)

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

3.24 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. 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.

3.25 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.26 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 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 air flow 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 Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.28 WALL FINISHES – SHELL (SEP 2015)

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

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

3.29 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.

3.30 FLOORS AND FLOOR LOAD (APR 2015)

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.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

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

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

3.33 BUILDING SYSTEMS (APR 2011)

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

3.34 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 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.

3.35 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

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

3.36 PLUMBING (JUN 2012)

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

3.37 DRINKING FOUNTAINS (OCT 2016)

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

3.38 RESTROOMS (OCT 2016)

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 office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

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

B. If no new construction 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. 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.

3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at HTTP://WWW.EPA.GOV/WATERSENSE/.

3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at HTTPS://WWW.EPA.GOV/GREEN-BOOK.

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. 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.

3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces 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.

3.43 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.

3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

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

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

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

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

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

3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

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
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.

3.46 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005)~~ INTENTIONALLY DELETED

3.47 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED

3.48 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2016)~~ INTENTIONALLY DELETED

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED

3.50 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

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 MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. 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. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.52 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.

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

A. Environmental Due Diligence

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

B. National Environmental Policy Act

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

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

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

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

3.55 ~~DESIGN EXCELLENCE – LEASE (OCT 2016)~~ INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

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

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **thirty (30)** Working Days following the date the Government provides the Final Tenant Improvement Scope of Work to the Lessor. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within ten **(10)** Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than thirty **(30)** Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than **thirty (30)** Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **ten (10)** Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

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

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **fifteen (15)** Working Days following the end of the Government CD review period.

~~G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within fifteen (15) Working Days following the end of the Government CD review period.~~

H. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within **thirty (30)** Working Days following the submission of the TI price proposal, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use on an agreed upon schedule between the Lessor and the Government which shall be memorialized in a separate Lease Amendment.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)

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

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

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

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

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

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

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

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

4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)~~ INTENTIONALLY DELETED

4.05 GREEN LEASE SUBMITTALS (OCT 2016)

The Lessor shall submit to the LCO:

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

B. SDS or other appropriate documents upon request for products listed in the Lease.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.

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

F. Construction waste management plan: 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.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

J. INTENTIONALLY DELETED

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

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **five (5)** Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **five (5)** Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **ten (10)** Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

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

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

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

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 INTENTIONALLY DELETED

4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than **twenty (20)** 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 GSA equipment, if requested by the

LCO.

4.13 INTENTIONALLY DELETED

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

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

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs for the TIA, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

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

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

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

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

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

5.04 WINDOW COVERINGS (JUN 2012)

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

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
iv. Three-fold pinch pleats;
v. Safety stitched intermediate seams;
vi. Matched patterns;
vii. Tacked corners; and,
viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

5.06 DOORS: INTERIOR (SEP 2013)

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

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high

security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

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

5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

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

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

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

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.10 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.

5.11 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA 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 liter (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.

5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)

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. Recycled content must be at least 10% post-consumer recovered content.

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. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

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

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 LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

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

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

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

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

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

5.17 DATA DISTRIBUTION (JUN 2012)

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

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

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

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

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

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

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

A. FIXTURES: Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. PENDANT STYLE FIXTURES: If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. MIXED FIXTURES: DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. BUILDING PERIMETER: There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

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

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

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

A. The Government's normal hours of operations are established as **7:00** AM to **6:00** PM, Monday through Friday, and Saturdays 9:00 AM to 1:00 PM, regardless of Federal holidays. In the event the Government elects to discontinue operating hours on federal holidays, the total annual rent shall not be reduced. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance. Exhibit F, "Facility Maintenance Plan," shall be a part of this Lease.

6.02 ~~UTILITIES (APR 2011)~~ INTENTIONALLY DELETED

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. 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 (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool HTTPS://WWW.ENERGYSTAR.GOV/. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (OCT 2016)

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 the latest edition of ASHRAE Standard 55, 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. Notwithstanding the foregoing, if such alterations are made at the Government's request, then the Government will be responsible for the cost of such air balancing.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling, net of electric, outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only. All HVAC overtime services must be ordered at least twelve (12) hours in advance; however, Sunday overtime services will be ordered by Friday 6:00PM Eastern Time, except when necessitated by emergency or other unforeseen events.

B. When the cost of service is $3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than $3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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

6.07 JANITORIAL SERVICES (JUN 2012)

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

A. 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.

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

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

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

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

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

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

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

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

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

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

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

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

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

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

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

6.10 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.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every five years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

   a. Backing or underlayment is exposed;
   b. There are noticeable variations in surface color or texture;
   c. It has curls, upturned edges, or other noticeable variations in texture;
   d. Tiles are loose; or,
   e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every five years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (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.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

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

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 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.

6.17 LANDSCAPING (OCT 2016)

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 for landscaping products. Refer to EPA's CPG web site, HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

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

6.19 RECYCLING (JUN 2012)

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.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

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

6.21 SAFEGUARDING AND DISSEMINATION OF 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 GSA 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 nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA 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 GSA 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 SAM database at https://www.acquisition.gov that have a need to know such information. If a subcontractor is not registered in 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.

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.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.

6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm2; mold (see paragraph entitled "Mold"); CO 9 ppm; CO2 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

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

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS 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.

6.23 RADON IN AIR (OCT 2016)

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

6.24 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.

6.25 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.

6.26 MOLD (OCT 2016)

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

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

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.

6.27 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 for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level IV attached to this Lease.

The Government shall furnish, at the Government's expense, photo ID that is acceptable to the Government for all building occupants. Building occupants shall produce this ID upon entry to the building. The Lessor shall notify non-Government tenants of this requirement and assist those tenants in obtaining acceptable ID as necessary.

One floor of the Government's occupancy will be designated as classified, and the Lessor's personnel and contractors servicing that floor must obtain Top Secret clearance.

Neither the Lessor nor the Government shall charge the other an "escort" fee to accompany uncleared personnel and contractors unless the other party has been given prior notice and has approved such fee.

7.02 TENANT ELECTRIC

The Lessor agrees the Government shall select the electricity provider for the tenant's electric. The Building has two (2) electric meters. The Government and Lessor shall each pay their pro-rata share of electricity consumption directly to the utility provider.

7.03 GOVERNMENT EQUIPMENT

The Government will be responsible for the operation, maintenance, repair, and replacement of all specialized equipment installed by, or at the request of, the Government. See Exhibit I for the current government equipment list.

7.04 PARKING OPTION

During the term of the Lease, the Government shall have the right to lease the entire level P2 parking deck for its exclusive use at a rate of $38,250.00 per month in arrears. Such rate will escalate annually by 3% each year during the term of the Lease. In order to exercise this option, the Government must exercise this option no later than June 30, 2019 by written notice to the Lessor. If the Government does not exercise the foregoing parking option, the Government will remain entitled to the 15 spaces on the P2 Level included in the rent but shall no longer have exclusive control of the P2 Level. The Lessor may lease the parking to building and non-building tenants, subject to the vehicle screening requirements set forth in the Security Provision (attached to this Lease as Exhibit C).

7.05 GROUND LEASE

The Lessor's interest in the site upon which the Premises are located is as ground lessee from the American Pharmacists Association. Lessor represents and warrants that it will hold sufficient interest in the site under the ground lease to fully perform its obligations under this Lease and as otherwise necessary to ensure the Government's access to the leased Premises and full use and enjoyment thereof in accordance with the provisions of this Lease, throughout the term of the Lease and any extensions thereof.

The Lessor shall ensure that the ground lease shall provide that in the event of a default by the Lessor in its role as ground lessee, whereby American Pharmacists Association, as ground lessor, seeks to terminate the ground lease or seeks to collect the rent paid by the Government pursuant to this Lease directly from the Government, the American Pharmacists Association (or its designee) shall not be permitted to collect such rents, nor shall the Government be required to recognize the American Pharmacists Association (or its designee) as the lessor under this Lease, unless the American Pharmacists Association (or its designee) has complied with the statutory and regulatory requirements applicable to a transfer of the Lessor's interest in this Lease.

Within thirty days of the date of this Lease, the Lessor shall cause to be included in its ground lease with the American Pharmacists Association, dated December 20, 2006 and amended March 6, 2018, a requirement that any party succeeding to the rights of 2200 C Street LLC for any reason under the terms of the ground lease shall comply with the terms of this Lease and all applicable laws and regulations pertaining to novations and assignment of claims.

7.06 NOTICE OF ALTERATIONS

Notwithstanding any other provision in the Lease, the Government agrees to provide the Lessor with prior written notice of the Government's intention to make any alterations, additions, or improvements in or to the leased Premises or any other portion of the Building, and shall furnish the Lessor with copies of any plans or working drawings prepared by or on behalf of the Government with respect thereto. Alterations which affect the operating systems of the Building or the structural integrity of the Buildings shall require Lessor's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed.

7.07 NOTICE OF DEFAULT

Notwithstanding any other provision of this Lease, prior to exercising its right to offset rent or terminate the Lease for default by the Lessor in strict accordance with this Lease, the Government shall provide written notice to the Lessor and shall use reasonable efforts to provide a copy of such notice to one lender, (provided the Lessor has given the Government notice of the name and address of such lender) specifying the failure of Lessor giving rise to such actions and specifying a reasonable period of time to cure such failure which time period shall be extended as necessary to allow for such cure to be completed provided the Lessor (or its lender) commences such cure during such notice period and thereafter continues to diligently pursue such cure to completion.

7.01 CONSENT TO ASSIGNMENT

Notwithstanding any other provision of this Lease, in giving or withholding its reasonable consent to an assignment of this Lease by the Government, the Lessor may consider the creditworthiness of the proposed assignee and its comparability to the Government's as viewed by the financing and investment sales markets as well as the purpose for which the assignee will use the leased premises. The Government shall notify the Lessor promptly of any subletting of all or any portion of the leased premises, but in all events within 10 days of the execution of the sublease.

7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

1.01.C.	The Premises
1.02	Express Appurtenant Rights
1.03	Rent and Other Consideration
1.07	Documents Incorporated into the Lease
1.08.B.	Tenant Improvement Rental Adjustment
1.16	Hourly Overtime HVAC Rates
1.17	24-HOUR HVAC REQUIREMENT
2.01.T.	Definitions and General Terms
4.01.A.,E.,I.	SCHEDULE FOR COMPLETION OF SPACE
6.01.A.	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS
6.05.E.	Heating and Air Conditioning
6.06.A.	OVERTIME HVAC USAGE

(b) (5)

[redacted]

C1 FLOOR
PARTITION PLAN

A-1C1.1

PERKINS + WILL

APhA-2 Interiors Tenant Fit Out

TOUE, Inc.

C1 FLOOR
PARTITION PLAN

(b) (5)

[redacted]

PERKINS + WILL

APhA-2 Interiors Tenant Fit Out

C2 FLOOR PARTITION PLAN

A-1C2.1

C2 FLOOR PARTITION PLAN

TRM MSM

PERKINS + WILL
APhA-2 Interiors Tenant Fit Out
TOUL Inc.
1ST FLOOR PARTITION PLAN
A-101.1

(b) (5)

[redacted]

(b) (5)

[redacted]

PERKINS + WILL
APhA-2 Interiors Tenant Fit Out
TOLK, Inc.
2ND FLOOR PARTITION PLAN
A-102.1
2ND FLOOR PARTITION PLAN

PERKINS + WILL

APhA-2 Interiors Tenant Fit Out

TOUR, Inc.

3RD FLOOR PARTITION PLAN

A-1031

(b) (5)

[redacted]

3RD FLOOR PARTITION PLAN

RM

PERKINS + WILL

APhA-2 Interiors Tenant Fit Out

TOLK, Inc.

4TH FLOOR PARTITION PLAN

A-104.1

(b) (5)

[redacted]

4TH FLOOR PARTITION PLAN

RM Mason

PERKINS + WILL

APhA - 2
Interiors
Tenant Fit Out

TOLK, Inc.

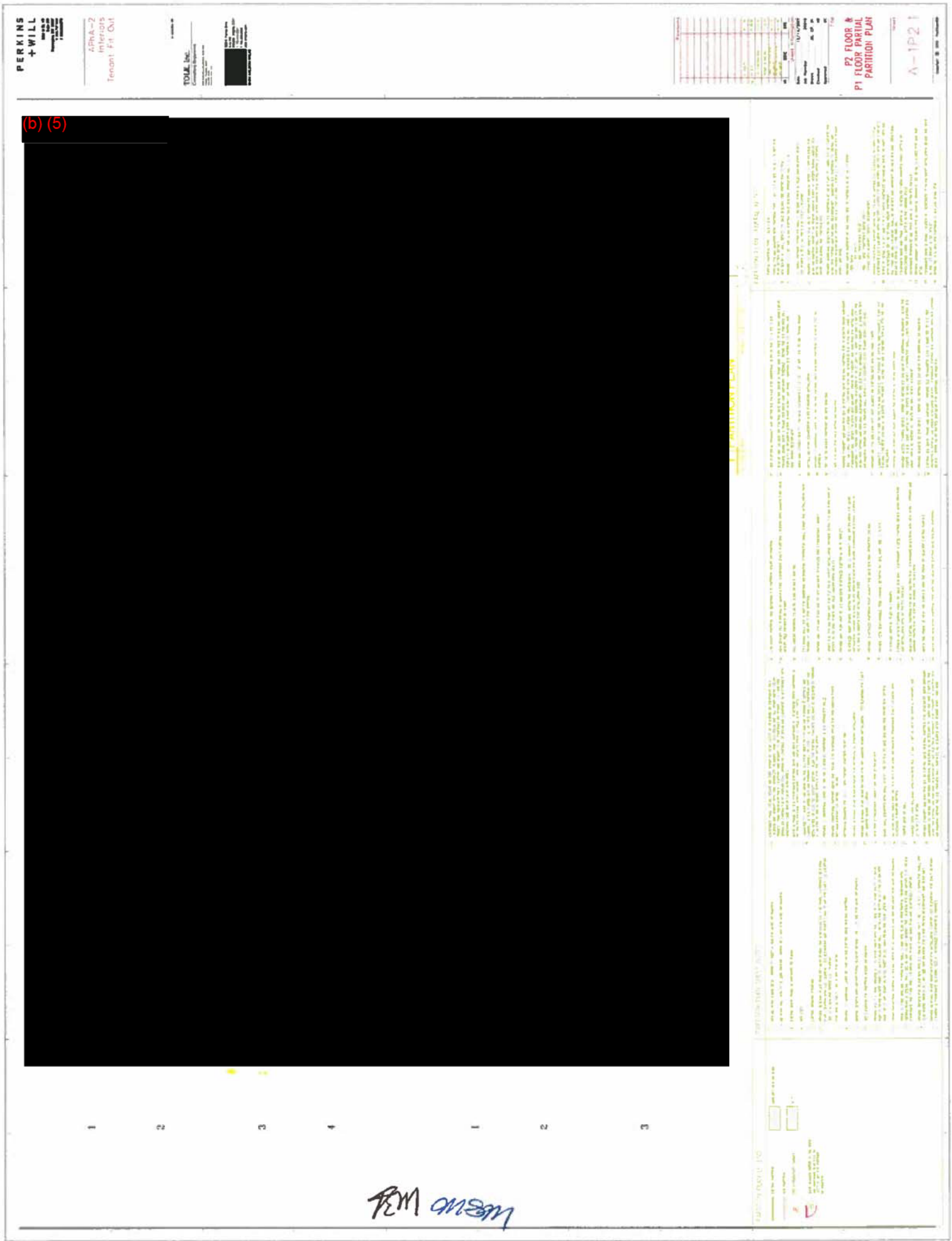
5TH FLOOR
PARTITION PLAN

A-105.1

(b) (5)

[redacted]

5TH FLOOR
PARTITION PLAN


PERKINS + WILL
APhA-2 Interiors Tenant Fit Out
TOUL Inc.
P2 FLOOR & P1 FLOOR PARTIAL PARTITION PLAN
A-1P2 1
(b) (5)
[redacted]

(b) (5)

[redacted]

REVISIONS

HEADQUARTERS OF THE AMERICAN PHARMACISTS ASSOCIATION
2200 C STREET, N.W., WASHINGTON, D.C.
2215 CONSTITUTION AVENUE, N.W., WASHINGTON, D.C.

PARKING LEVEL P2
STRIPING PLAN

01/16/01

1

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL IV

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS THAT MAY BE INSTALLED IN THE LEASED SPACE, AND UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). BECAUSE EACH BUILDING IS UNIQUE, THE FINAL LIST OF SECURITY COUNTERMEASURES WILL BE DETERMINED DURING THE DESIGN PHASE AND IDENTIFIED IN THE DESIGN INTENT DRAWINGS AND CONSTRUCTION DOCUMENTS. AFTER COMPLETING THE CONSTRUCTION DOCUMENTS, THE LESSOR SHALL SUBMIT A LIST OF THE ITEMIZED COSTS. SUCH COSTS SHALL BE SUBJECT TO NEGOTIATION.

WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS OF THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

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

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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

If the leased Space is greater than 75% of the space in the Building (based upon ABOA measurement), the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the Building. If the leased Space is less than or equal to 75% of the space in the Building (based upon ABOA measurement), then the requirements of **FACILITY ENTRANCES AND LOBBY** Section below shall apply to the entrance of the leased Space.

FACILITY ENTRANCES AND LOBBY

LIMITING LOBBY QUEUING
The Lessor and the Government shall create a separate foot traffic flow pattern for employees and visitors at entrances to minimize lobby queuing caused by screening, visitor processing, and access control systems.

PHYSICAL BOUNDARIES TO CONTROL ACCESS TO PUBLIC AND NON-PUBLIC AREAS – LEVEL IV

The Government reserves the right to use stanchions, counters, furniture, knee walls or product-equivalents, IDS, electronic access control, and security guards, as determined by the Government, to establish physical boundaries to control access to non-public areas. The Lessor shall post directional signs as appropriate.

LOBBY BLAST PROTECTION
The Lessor shall reinforce window and door glass in critical areas, as determined by the Government, to resist an explosive blast.

SCREENING REQUIREMENTS

VISITOR SIGN-IN/OUT AFTER HOURS
The Lessor shall provide a system, acceptable to the Government, that after hour visitors to the Building shall be required to sign in and sign out either electronically or in a Building register.

MAGNETOMETERS AND X-RAYS AT PUBLIC ENTRANCES
Magnetometers and X-ray machines will be installed by the Government at the public entrance. Armed security guards, provided by the Government, will direct the occupants and visitors through the screening equipment. Appropriate lobby and entrance/exit space shall be made available for this purpose. This space shall be considered part of the lease common area and not ABOA square footage. The Government requires visitors to non-public areas to display a visitor's identification badge. If there are other non-Government tenants, the Lessor shall notify them of this requirement and, at Lessor's expense, furnish those tenants with ID acceptable to the Government.

ACCOMMODATION OF RETAIL/MIX USE SPACE
There shall not be unscreened access to Government-protected space from retail or public space. All non-Government personnel must enter through a screening point.

BALLISTIC PROTECTIVE BARRIER
The Lessor shall provide for a ballistic protective barrier to a UL 752 level 3 standard, around guard booths, desks, or podiums where armed guards and other security personnel are stationed.

LESSOR: RM GOVERNMENT: [illegible]

MAIL SCREENING ROOMS: COLLAPSE AND AIRBLAST INJURY PREVENTION
The Lessor shall utilize hardening and negative pressure venting methods for mail screening rooms and receiving areas, to prevent progressive collapse and limit airblast injuries in adjacent areas from explosives. In the event of such explosion, significant structural damage to the walls, ceilings, and floors of the mailroom/receiving area may occur. However, the adjacent areas must not experience severe damage or collapse.

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

PUBLIC RESTROOMS ACCESS (SHELL)
The Lessor shall provide a means to control access to public restrooms within Government controlled space that is acceptable to the Government.

SECURING CRITICAL AREAS
Areas designated as Critical Areas shall be locked using fully HSPD-12 compliant electronic access control equipment (see IDS requirements). The Government shall have the right to monitor and limit access to these areas. Access shall be limited to authorized personnel, as determined by the Government.

VISITOR ESCORT AND ID REQUIREMENTS
The Government shall require the Lessor to escort contractors, service personnel, and visitors to all non-public areas. The Lessor shall require visitors to non-public areas to display a visitor ID at all times.

SECURING COMMON BUILDING UTILITIES AND ACCESS TO ROOF
The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using locks and an Intrusion Detection System (IDS).

CONTROL ACCESS TO CRITICAL AREAS WITHIN THE BUILDING
The Lessor shall secure utility, mechanical, electrical telecommunication rooms, and access to interior space from the roof using electronic access control and an IDS.

CRITICAL SYSTEM RELOCATION
Critical Systems (e.g., mechanical, electrical, utility rooms; HVAC vents; emergency generator) shall be located at least 25 feet from the Building loading dock, entrances, unscreened vehicle entrance(s), and uncontrolled parking areas or implement sufficient standoff, hardening, and venting methods to protect critical Building system areas from a

vehicle borne explosive detonated at the loading dock, vehicle entrance, or uncontrolled parking area.

RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS
The Lessor shall implement architectural or structural features, or other positive countermeasures that deny contact with exposed primary vertical load members in the public areas. A minimum standoff of at least 100 mm (4 inches) is required.

RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS
The Lessor shall implement architectural or structural features, or other positive countermeasures in the mail screening and receiving areas that deny contact with exposed primary vertical load members. A minimum standoff of at least 150 mm (6 inches) is required.

INTERIOR OF SPACE

WEARING PHOTO ID IN GOVERNMENT SPACE
The Lessor and contractors shall be required to wear a photo ID, to be visible at all times, when in Government-controlled Space.

SECURE EMPLOYEE ENTRANCE DOORS
The Lessor shall provide a means to secure, as determined by the Government, doors identified by Government as employee entrance doors. The Government may elect to post guards to verify ID badges via visual and physical inspection before entry to Government occupied Space.

LIMIT ON ENTRY POINTS (SHELL)
The Government may elect to limit the number of entry points to the Building or to the Government occupied Space, to the fewest number practicable.

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

ELECTRONIC ACCESS FOR EMPLOYEES

The Lessor shall provide electronic access control for employee entry doors without a guard post (including after-hours access) in conjunction with CCTV coverage.

DELAYED EGRESS HARDWARE AT EMERGENCY EXITS
The Lessor shall provide delayed egress hardware at emergency exits from critical or sensitive areas, if local codes allow the installation of this equipment.

CONTROLLED ACCESS TO "SENSITIVE AREAS"
The Government may elect to designate space within the leased Space as "sensitive areas" to be locked using electronic access control or high security locks. The Lessor shall not have access to these areas unless they are escorted by Government personnel.

SITE AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)
The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)
The Government may post or request the Lessor to post regulatory, statutory, sensitive areas, and site specific signage.

LANDSCAPING AND ENTRANCES

LANDSCAPING REQUIREMENTS (SHELL)
Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc,) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)
The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

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

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES – LEVEL IV (SHELL)
Trash receptacles, containers, mailboxes, vending machines, or other fixtures and features that could conceal packages, brief cases, or other portable containers shall be located _25_ feet away from the Building. If the blast containment measures are proposed, a certification by a certified registered professional engineer that the equivalent mitigation capability is present is required.

VEHICLE BARRIERS
The Lessor shall provide vehicle barriers to protect pedestrian and vehicle access points, and Critical Areas from penetration by a 4700 pound vehicle traveling at 35 mile per hour.

CHANNELING VISITORS TO AUTHORIZED AREAS/ENTRANCES
If it is a multitenant Building or if the Space is in a campus-type setting, the Lessor shall install signage and walkways with fencing, landscaping, or other barriers to easily guide and direct pedestrians to authorized areas or entrances.

PARKING

NUMBER OF PARKING ENTRANCES
The number of parking entrances shall be limited to the minimum required for efficient operations or local code. Entrances to parking areas shall be equipped with vehicle gates to control access to authorized vehicles (employee, screened visitor and approved Government vehicle).

ILLUMINATION OF ENTRANCES, EXITS, PARKING LOTS AND GARAGES (SHELL)
Facility entrances, exits, parking lots and garages shall be illuminated to a minimum of 5 lumens, at all times.

AUTHORIZED ACCESS TO PARKING (SHELL)
Lessor shall limit parking and access to parking to authorized individuals.

VEHICLE SCREENING
The Government may elect to screen all visitor vehicles as prescribed by the Government. This screening shall include ID verification and visual inspection of the

vehicle, including undercarriage. The Lessor shall provide adequate lighting in screening area to illuminate the vehicle exterior and undercarriage. CCTV coverage of the screening area shall be provided by the Lessor (see CCTV requirements).

PUBLIC ACCESS TO GOVERNMENT PARKING AREAS
Where there is Government controlled parking the area shall be controlled by limiting pedestrian access to the controlled parking areas. Pedestrian and vehicle access points to all parking areas shall be monitored by CCTV camera(s) at all times.

SECURITY SYSTEMS

(b) (5)

[redacted]

(b) (5)

[redacted]

LESSOR: _____ GOVERNMENT: _____

(b) (5)

[redacted]

LESSOR: GOVERNMENT:

(b) (5)

[redacted]

LESSOR: GOVERNMENT:

(b) (5)

[redacted]

LESSOR: _____ GOVERNMENT: _____

(b) (5)

[redacted]

LESSOR: GOVERNMENT:

(b) (5)

[redacted]

LESSOR: ____ GOVERNMENT: ____

LESSOR'S ANNUAL COST STATEMENT						
1. Request of Lease Proposals	5DC0575			2. Statement I	6/4/2018	
3. Rentable Square Feet:		3A. Entire Building	245,415			189,008
4. Building Name:	American Pharmacists Association Bldg	Building Address:	2215 Constitution Avenue NW / 2200 C Street NW			
City	Washington	State	DC	Zip Code	20037	

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

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR:		
	ENTIRE BUILDING (a)	Gov't Lease Area Total	GOV'T USE ONLY (c)

(b) (4)

[redacted]

TEM [illegible]

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

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

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

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

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

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14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(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 unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist 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 Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

plans or

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

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

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

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) Improper influence, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease AcquisitionThreshold.)

This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $750,000.)

This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds $100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding $500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds $500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

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

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding $100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)
This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
(Applicable to leases $150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(Applicable to leases over $15,000 total contract value.)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
(Applicable to leases $150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
(Applicable to leases over $35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over $750,000 total contract value.)
This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)
(Applicable to leases over $700,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over $700,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
(Applicable if over $30,000 total contract value.)
This clause is incorporated by reference.

47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)
(Applicable if over $700,000 total contract value.)
This clause is incorporated by reference.

Addendum to GSA Form 3517B, General Clauses

No Federally Elected Officials to Benefit

(a) No person holding a Federally-elected office may directly or indirectly, regardless of whether such person took office before or after execution of the Lease, participate in or benefit from the Lease or any part thereof.

(b) The foregoing prohibition shall not apply if the Lease is entered into with a publicly-held corporation or publicly-held entity for the general benefit of such corporation or entity.

(c) Any violation of this clause shall render the Lease void, and the Government shall have no obligation to the Lessor in consequence thereof following the date the Lease is deemed void.

(d) In the event the Lease is voided pursuant to this clause, the Lessor shall be and remain liable to the Government for any and all costs associated with relocating and housing Government occupants from the leased premises to replacement premises. Such costs shall include, but not be limited to:

1. moving and other physical relocation costs,
2. furniture, fixtures and equipment costs related to occupancy of replacement premises,
3. replication of tenant build-out costs at replacement premises,
4. excess rental costs at replacement premises for the remainder of the firm term of the terminated Lease, and
5. all other direct and consequential damages and costs associated with the Government relocating occupants from the leased premises to replacement premises, whether Federally-owned or leased.

(e) Nothing in this clause shall be deemed or interpreted to waive, modify, alter or limit any provision of existing law, including 41 U.S.C. § 6306 and 18 U.S.C. §§ 431-433.

(f) Lessor's obligation to be and remain liable for the costs and damages specified in this clause shall survive any voiding of the Lease pursuant to this clause or any provision of existing law.

Exhibit F

FACILITY MAINTENANCE PLAN

Donohoe provides direct support to APhA in the form of Preventive Maintenance Services for all identified equipment and systems. This Plan describes general procedures that will be followed to plan, track execute and record results of scheduled Preventive Maintenance services on all facility systems requiring recurring maintenance, inspections and/or testing. It is an integral part of the Management Plan. This Plan will also describe procedures for performing incidental repairs that are required as a result of the maintenance, inspection and/or testing that is performed.

PURPOSE

The purpose of this plan is to describe control and maintenance procedures that are required to ensure continuous system/facility operation and provide early warning of problems. Through this program, problems can be detected in the early stages and corrective action can be taken before serious damage occurs. These procedures and actions ensure that all mechanical, electrical, plumbing, fire protection suppression, and other utility systems will be operated at the highest level of efficiency, consistent with practical energy conservation. This procedure incorporates all systems identified in the RFP and in the facility drawings, and others as identified and approved by APhA.

The Donohoe APhA Preventive Maintenance Plan prescribes an orderly system of identifying facility systems requiring routine service, inspection, and testing. It includes use of a Computerized Maintenance Management System (CMMS) as the tool to control service requirements. The Administrative Assistant, using the CMMS will compile system data, schedule services, task technical staff and record results necessary to perform trend analysis and provide information to report and otherwise effectively manage the APhA facility. This plan also incorporates and uses Operational Guidelines that follow existing manufacturer maintenance and operating manuals and current equipment/system lists. These manuals and lists will be updated as necessary to reflect changes to facility systems and to keep pace with state-of-art and innovative changes. Our plan also includes specific information regarding the warranties of installed equipment to insure that services are in accordance with warranty procedures and time frames. These will be supplemented by industry and manufacturer standard/requirements and all applicable LEED certification standards for effective operations and maintenance of facility systems. Our comprehensive Preventive Maintenance Plan and approach for APhA encompasses all aspects of the requirement and needs as explained in the contract.

Donohoe recognizes that the significance of executing a comprehensive Preventive Maintenance Program is to ensure facility sustainment. We will assure that each area of responsibility as prescribed in the SOW (APhA RFP) is evaluated as part of our Preventive Maintenance program, including subcontractor performance. The Donohoe Chief Engineer as described below has overall responsibility for the Preventive Maintenance (PM) program and will be assisted by the Administrative Assistant and

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maintenance mechanic and apprentice in the management and execution of Preventive Maintenance at the APhA building. This plan also prescribes the approach that will be followed by Donohoe technical staff in the actual conduct of Preventive Maintenance services, inspections and testing of required facility systems.

SCOPE

This Plan applies to all Donohoe Team employees, including subcontractor employees, who are involved in the delivery, administration, or management of APhA support services. It contains mandatory instructions for all personnel working directly on this contract. This plan is currently in draft format and will be updated as equipment is entered. These provisions are also mandatory for all subcontractors we engage to help perform these services.

DEFINITIONS

AA - Donohoe Administrative Assistant
AWP - Annual Work Plan
BOMA - Building and Operations Management Association
BOCA - Building Officials and Code Administrators
CE - Donohoe Chief Engineer
CMMS - Computerized Maintenance Management System HVAC - Heating, Ventilation, & Air Conditioning
IAW - In Accordance With
IREM - Institute of Real Estate Management
MP - Management Plan
POC - Point of Contact
PM - Donohoe Property Manager
PMO - Preventive Maintenance Order
PR - Purchase Request
SOP - Standard Operating Procedure
SO - Service Order
WCC - Work Control Center
WMP - Work Management Plan

ORGANIZATION AND STAFFING

The following personnel lead Donohoe's project management team:

- Property Manager
  Roles and Responsibilities
  Certifications
- Chief Engineer
  Roles and Responsibilities
  Certifications
- Building Engineer
  Roles and Responsibilities

Certifications

- Administrative Assistant
  Roles and Responsibilities
  Certifications

For more information on staffing please see the **Staffing Plan.**

GENERAL NOTES

Core operating hours are from 7:00AM to 6:00PM (Monday – Friday) and 9:00 AM to 1:00PM Saturday. Donohoe will provide scheduled maintenance, service calls, and repairs to the APhA facility. In addition, personnel will respond to emergencies 24 hours a day - 7 days a week - 365 days a year. To the maximum extent practical, all systems and equipment will be placed in the automatic mode of operation. Inspections will be conducted daily to evaluate system operations. Inspections will be provided to GSA/State on a monthly basis. Base Building equipment and systems will operate continuously without interruption. Exceptions will be for scheduled maintenance and repairs preformed during the performance of this contract.

REQUESTS FOR BUILDING SERVICES

The Work Control Center will receive the initial Service Calls during normal work hours, requesting as much information as possible from the caller. He/she will fill in as much of the work order as possible and will notify the Chief Engineer (CE) or Building Engineer, or if they are not available the Property Manager. The CE/BE will review the order and will thoroughly inspect the situation to determine the required course of action. Donohoe has staffed this contract with only the most qualified technicians to respond to all requests for maintenance and repair services. Our engineer will be on site and can properly address building maintenance issues.

TENANT RELATIONS PROGRAM

Donohoe builds long-term relationships through quality on-time services. We currently have monthly meetings with the tenants, GSA, and FMS. We will constantly monitor our performance at APhA using a customer comment and questionnaire cards used on several of our current sites. The cards are available in the Building Managers office. This simple and quick comment card gains valuable feedback that is used to improve upon our services. Monthly these customer comments will be compiled, charted and included in an executive summary. Improvement goals will be jointly decided upon between Donohoe and APhA to benchmark and monitor our customer service. We will provide a monthly report to the G S A Building Manager and FMS Facility Manager advising of the issues submitted and how they were addressed. A sample of a typical comment card can be found in our Quality Control Plan.

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Service Call/Repair/Task Order Plan

The Work Control Center has responsibility to receive all incoming calls from APhA, tenants and Donohoe staffs. Calls received after normal working hours will be submitted to the Administrative Assistant (WCC) the next business day to ensure that they are captured and logged into the CMMS. The **Service Call/Repair Plan** describes the process by which work will be received, issued, tacked and closed out. We will report and submit a monthly service call log showing request submitted and the status of the request (completed, in progress, any other comments) to the GSA Building Manager and the FMS Facility Manager.

Emergency Response

Donohoe will follow the following response chart consistently for all service calls and repairs at APhA:

SERVICE CALL PRIORITY	RESPONSE TIME	REPAIR COMPLETION
Emergency		
Normal Duty Hours	Immediate	Continuous Until Restored with daily status updates to tenant and notice when repair is complete
After Normal Duty Hours	NTE 1 Hour	Continuous Until Restored with daily status updates to tenant and notice when repair is complete.
Urgent		
Normal Duty Hours and After Normal Duty Hours	NTE 1 Hour	Continuous Until Restored with daily status updates to tenant and notice to when repair is complete.
Routine	1 hour	As Required

RESPONSIBILITIES FOR FACIILITIES MAINTENANCE AND MANAGMENT

This section delineates responsibilities for execution of the Donohoe / APhA Preventive Maintenance Program.

PROPERTY MANAGER

The Donohoe Property Manager oversees the PM Program and is ultimately responsible for its success in keeping the APhA facility and its systems and equipment in good working order and extending their lifecycles. Emphasis on management participation in the program is based on the recognition that direct involvement is the best assurance of success. In addition, the PM will:

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- Ensure that an updated Preventive Maintenance schedule is delivered to APhA using existing maintenance manuals as a baseline
- Ensure that changes to the equipment list are provided to the APhA Representative within 15 days of identifying the change.
- Ensure that prescribed maintenance guidelines are used in the development of the Annual Work Plan (AWP) Please see sample Annual Work Plan at the end of this Plan.
- Develop guidelines for systems where published guides do not exist.
- Ensure that a revised Preventive Maintenance schedule reflecting any changes made by APhA is returned within 15 calendar days of receipt of comments
- Ensure adherence to approved, annual Preventive Maintenance schedule, work plan and Management Plan (MP)
- Incorporate changes into the Preventive Maintenance schedule as required (but only after APhA has approved in writing)
- Approve Preventive Maintenance training modules/materials
- Examine Quality reports, performance summaries and review the adequacy of the performance. Reviews are typically performed monthly, but more often as required
- Execute periodic reviews of this plan with in-house and subcontractor staff to evaluate effectiveness and compliance
- Ensure that the Preventive Maintenance records include all the information as stated in RFP.

Provides reports to the APhA Representative through the CMMS system IAW the RFP as they pertain to Preventive Maintenance Activities and results. Reports will also include a staffing schedule that reflects the staff required to perform maintenance services during the reporting period.

- Ensure ***Continuous Improvement*** by providing state-of art updates to hardware, software, tools and procedures required to schedule, evaluate and maintain facility systems
- Ensure GSA/DOS has been informed of all PM on base building equipment (that services the agency) to include base building equipment list, pm schedules, work orders, pm plans
- Provide GSA/State invoices within forty-five (45) days of completion/acceptance/confirmation of any/all projects.
- Ensure contractors/vendors are satisfactorily performing troubleshoots and repairs.

WORK CONTROL CENTER

The Work Control Center (Comprised of an Administrative Assistant) will be located on site and is responsible for the day-to-day operations of the CMMS facilities management system. This system shall be used to maintain the equipment listing and the AWP, which provides the schedule of services and activities (maintenance required for each system). In regards to Preventive Maintenance the WCC will:

- Manage the CMMS database. This data base will include all equipment/systems requiring recurring service (with permanent identification numbers), GSA Public Building Maintenance Guides and time standards, manufactures recommendations, tasks and activities, tool and material requirements, safety precautions, schedules, and historical data
- Maintain the Annual Work Plan (AWP). This plan shows all preventive Maintenance required on the facilities and supporting systems in APhA for a twelve (12) month period.
- Update system as required
- Maintain the Preventive Maintenance schedule
- Issue Preventive Maintenance Orders (PMO) to responsible activity or person for execution
- Track issued PMOs to ensure timely completion
- Record information resulting from completed services
- Create reports as required, which reflect status, trend and historical system data. Submit the Preventive Maintenance activity report through the OMS to APHA no later than five (5) calendar days after the end of the month
- Maintain technical data library and forms (such as warranty information, system operations and maintenance manuals, shop drawings, etc.) for use by trades and management in the performance of this program
- Controls the work in accordance with the Donohoe Work Control Plan at Tab 1.12
- We will provide notification when repairs/ requests are completed.

CHIEF ENGINEER

The Chief Engineer (CE) is a working supervisor who executes preventive maintenance services and is responsible for overseeing execution of preventive maintenance services performed by others on all equipment and systems that require recurring services. Please see below certifications, qualifications, and responsibilities:

- Receive Preventive Maintenance Orders which are generated from the WCC
- Schedules technical staff required for performance of PMO's during the month.
- Issues PMOs to appropriate staff, including subcontractors for execution
- Makes certain that scheduled maintenance tasks are to be performed at the correct frequencies and cycles.
- Insure consistency in having readily available spare parts in inventory to include preventive maintenance material/supplies. All supplies will be readily available for technicians to perform~~ing~~ the maintenance

- Inspect in-progress and completed work. Initiate immediate corrective action of all identified deficiencies.
- Review completed PMOs for completeness prior to submission to the Work Control Center for input
- Assist WCC and PM with maintaining the Annual Work Plan, evaluating system performance, and examining/implementing innovative approaches to meeting and continuously improving service requirements
- Maintain existing and creating new Preventive Maintenance guidelines as necessary and required
- Ensure preventive maintenance, inspection (PMI) and testing is performed in accordance with prescribed guidelines, codes, manufacturers recommendations and local experience
- Oversee incidental repairs to systems being serviced
- Establish, conduct, and arrange for the training of staff in the quality standards and operations and maintenance of state-of-the-art building systems, as defined in BOMA, BOCA, and IREM

EMPLOYEES

Employees (maintenance mechanics, apprentice, subcontractors, etc.) are responsible for the quality and timeliness of their work. Employees are responsible for proper use of APhA equipment and for safety during performance of work. They are additionally responsible to:

- Properly use and protect APhA and Company property during use
- Perform all tasks consistent with BOCA, BOMA, IREM and GSA standards
- Establish and maintain effective and safe work habits
- Provide complete data on all PMOs to include their name/initial, material costs, labor hours, incidental repair performed and any other deficiencies noted during performance of Preventive Maintenance.
- Show respect to all customers, remembering that to the customer, "I am Donohoe and that the Company is judged by my actions"
- Be responsible for, and proud of, their own work, "signing off" on their work upon completion.
- Keep their areas of responsibility in a high state of cleanliness
- Report all observation of required maintenance and repair to their supervisor
- Establish standards and ensure that all contract personnel meet or exceed the personal appearance standards required at APhA
- We will provide clear identification of subcontractor employees and their roles as it pertains to maintaining the building
- Submit completed PMOs to the Chief Engineer

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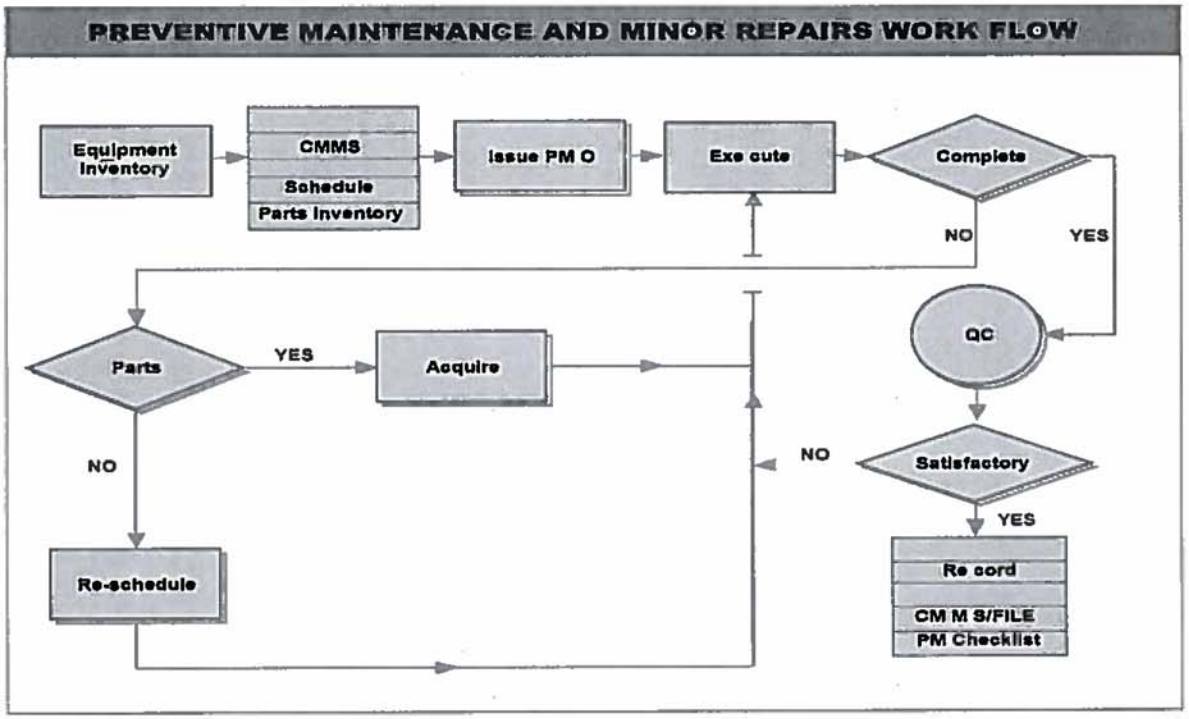
The Work Control Center will plan, schedule and issue Preventive Maintenance Orders for Preventive Maintenance services based upon the information provided in the CMMS. Services, inspections and testing will be carefully scheduled to preclude interference with the building operation comfort level identified in the request for proposal. Donohoe will verify all service guide information and recommend revision as required. New equipment will be inspected within seven days and added to the computerized database, after approval by the APhA Representative. Revised service guides will be prepared and submitted to the APhA Representative forapproval.

Preventive maintenance in each APhA facility/system will be performed by or under the direct supervision of the Chief Engineer. The Donohoe staff as supported by subcontractors will accomplish work in accordance with the computer-generated schedule, Preventive Maintenance Orders and applicable regulations. Completed PMO data will be recorded in the computer database and a hard copy maintained in the equipment facility file maintained in the Work Control Center.

PMOs will be printed monthly in advance of the scheduled work. We will provide GSA/DOS this report. Required materials will be assembled and "kitted." PMOs also include activities required to accomplish tasks, such as tools required, safety precautions and advance notice. Written notification at least 72 hours in advance will be provided to the APhA Representative for all work that will require shut down, opening or dismantling of equipment that will or may cause an impact on the employees or APhA or GSA (DoS) operations. Examples of work requiring written notification are, but are not limited to, emergency generators, air handlers, fans, pumps, etc. The notification will include expected completion time to allow the appropriate APhA staff to inspect the work. Service of equipment currently under warranty will be reviewed and recommendations for the level of maintenance to be performed will be made in writing to the APhA Representative for approval. The Donohoe/APhA Preventive Maintenance process is shown in the high-level PM work flow chart below.



Donohoe's PM workflow process has been proven on several projects similar in scope and complexity to APhA. We will provide these reports monthly to GSA/DOS. Preventive Maintenance Orders containing the service tasking will be completed and returned to the Chief Engineer for Quality Control and processing. The Preventive Maintenance process will be evaluated IAW the Donohoe QC Plan included in the Management Plan. A Preventive Maintenance Report will be made within five calendar days of the end of each month. The report will be submitted to the APhA Representative. The following information will be contained in the report:

- PM activities scheduled to be performed during the month
- PM activities that were accomplished
- Status of incomplete PM activities
- Deficiencies that were identified during the performance of the PM and the Status of those deficiencies

SERVICE REQUIREMENTS BEYOND PREVENTIVE MAINTENANCE

All Service Requirements, generated as a result of performance of Preventive Maintenance Services (work orders and repair orders) will be tracked using the CMMS system. Repair work is any repair required which exceeds the Preventive Maintenance Guidelines and/or any incidental repair that can be accomplished by the maintenance technician during the performance of maintenance Services. A repair is defined as a service call where labor, supplies, materials and parts exceed the threshold limit of $2,000.00 In those cases where repair is required the maintenance

technician shall note the deficiency on the PMO and provide this information to the CE and WCC as part of closing the PMO. The following Information and tasks (at a minimum) will be gathered during the request process and included in the data base and the actual work/repair order:

- Name, organization, and telephone number of the person reporting the problem
- Time and date report was received
- Name of person receiving the report
- Description of the problem
- Location of the problem
- Suspense for completing the action

The following information will be included on the completed work/repair order and input into the computer database:

- Description of the action taken to resolve the problem
- Time and date corrective action was completed/notation on log if service call becomes a repair outside the scope of service call. Rational for converting the service call to a maintenance/repair service will be provided
- Name and initials of person(s) who corrected the problem
- Materials used and labor hours expended
- Hard copy of service request/work order/repair logs (weekly)

Minor and Major repair, beyond the capability of Donohoe, requiring a specialty contractor, or has been identified as an existing deficiency on the approved deficiency list will be forwarded to the CE for submission to the APhA Representative for approval and issuance of a APhA Task Order. Repair orders will be processed as described in the Service Call/Repair Plan as included as a part of the Management Plan.

CORRECTIVE MAINTENANCE AND REPAIRS

Repairs, which are minor in nature, where estimated costs do not exceed $2,000, are considered a Standard Repair. Any repair work required over $2,000 will immediately be reported with written notification to follow, to APhA management, and work will not be performed unless directed by APhA. Donohoe will provide an estimate of labor hours, parts and materials to be used.

MATERIAL REQUESTS

When a craftsman determines that additional materials/parts are required to complete a PMO or service order, and the storage area does not have material on hand, a purchase request will be completed and submitted to the WCC for processing. All materials for this project will be processed through the Donohoe Chief Engineer and Work Control Center. Material demands will be met from existing bulk supplies maintained at this activity or purchased through our complete Just in Time process and will be approved by APhA.

MICROMAIN PREVENTIVE MAINTENANCE SUPPORT

Donohoe will use the CMMS system to coordinate, schedule, and monitor our APhA PM activities. To control Preventive Maintenance performance at APHA the following actions will be taken using the CMMS:

- During the implementation phase a complete building assessment/inventory will be completed to ensure that all systems (mechanical, electrical, plumbing and structural) requiring preventive and recurring maintenance, inspection or testing are included on the equipment list
- A copy of the updated listed will be provided to the APhA Representative for approval. This will include individual equipment name plate data sheets in written/electronic format
- The approved equipment list will be crossed checked and all equipment will be labeled on as-built drawings with a unique identification number
- An Asset Inventory will be created for each item of equipment. These inventories will compile all pertinent information on each system/piece of equipment. Information includes:

    - Name of Asset
    - Description
    - Type (Area, Equip, Vehicle, etc)
    - Group (i.e. unit, suite, room, pump)
    - Building and Floor
    - Parent (Identifies major system that subordinate components belong)
    - Family (major and subordinate components)
    - Cost
    - Purchase date
    - Install date
    - Replace By Date
    - Manufacturer
    - Model Number, Control Number, Serial Number
    - Size
    - Mileage/Meter reading
    - License Number
    - Warranty Expiration date
    - Last Maintained date

- Assets will be entered into the CMMS database for each item. The AWP, attached to this Plan reflects the most current asset inventory.
- New schedules will be developed for all systems/equipment added to the approved list
- Preventive Maintenance Orders (PMOs) will be created using new asset data, existing or newly developed schedules and task/activities contained in the CMMS system.
- PMOs will also contain required maintenance activities as specified by approved guidelines, lists of required tools, materials, safety precautions and advance notification requirements

- PMOs will be created by the WCC and passed to the Chief Engineer for execution
- Results of Preventive Maintenance performed will be entered by trade's person executing the work, reviewed by the Chief Engineer and input into the CMMS system by the WCC
- Hard copies of completed PMOs will be retained and filed in the respective file

Standards, Frequency, and Schedules will be submitted to the APhA Representative. This will include any maintenance schedules for systems that require service at intervals less than annually.

PREVENTIVE MAINTENANCE SCHEDULING

This plan includes a detailed schedule (Annual Work Plan Sample) for accomplishing required Preventive Maintenance, and is attached at the end of this tab. Schedules, tasks and activities have been developed using existing data from the APhA RFP, and manufacturer recommended service requirements. These baseline databases will be updated and modified as necessary to incorporate manufacturer requirements and other changes that are created. Any changes to the AWP will be forwarded to the APhA Representative prior to execution.

As noted above, the AWP will be updated as required following the initial and subsequent facility inspections. Preventive Maintenance schedules for each system, item of equipment or facility component will be updated and integrated into the CMMS system. These schedules will reflect daily, weekly, monthly, quarterly, semiannual, annual and services required less frequently than annually inspection or test requirements. Based on these schedules an annual work plan will be updated which displays all preventive maintenance that is required during a twelve (12) month period. We will send GSA/DOS a copy of all reportsand schedules monthly.

Tasks, activities, tools and materials required performing each preventive maintenance, inspection or testing service will be incorporated into the PMO for each system to be serviced/inspected/tested. These tasks, activities and equipment will be created from existing databases and/or resources such as the manufacture's required maintenance services. Providing these activities on each published Preventive Maintenance Order provides the technician with explicit instructions on the performance of the service, listings of tools and materials required completing the tasks and instructions to follow for safety and notification as required.

PLANNED MAINTENANCE AND REPAIR OUTAGES

Scheduled repairs that require an outage of equipment will be held to a minimum. If an outage is required that would affect APhA or tenant operations, a request for the outage

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will be transmitted to the APhA Representative seventy-two (72) hours in advance of the required outage. Requirements to provide advance notice will be included in the Preventive Maintenance Order that is used by the technician to perform the service. Technicians are instructed to carefully evaluate the work they perform to prevent inadvertently disrupting facility systems and interrupting tenants. The following information will be provided:

- Specific equipment that will be out of service
- Reason: Preventive Maintenance, Maintenance Repair Deficiency Repair, etc
- Period of time for outage
- Systems or area(s) that will be affected by the outage

Once the outage is scheduled and approved in writing, it will be adhered to unless an emergency situation arises. To minimize downtime Donohoe will ensure that all parts and equipment needed to complete the required repair are available and ready prior to scheduled outages. Donohoe will ensure that proper work force is scheduled to complete the work, ensuring that any contingency is covered should other problems arise. Once scheduled work and inspections are completed, equipment will be placed back in operation.

SPARE PARTS INVENTORY

Donohoe maintains a strict inventory of material and spare parts. Bulk supplies will be maintained at APhA with normal supply of spares. We will consistently maintain as a minimum:

- One-month supply of filters for air handlers and heat recovery unit
- Two-week continuous supply of lights
- Spare motors, fan belts, pumps
- Replacement wiring and electrical components
- Spare thermostats and gauges of the type needed at the facility
- Critical Parts

Donohoe employs a wide variety of vendors in the Virginia/Washington, D.C./Maryland area. These vendors are able to provide us necessary parts and equipment on a no-notice to 24-hour notice for almost every piece of material. Anything that cannot be locally processed will be expedited by corporate assets to ensure immediate response to any unforeseen requirement.

Using the Donohoe/APhA Supply operation reduces ship-receive times and saves customer dollars. Donohoe orders and stocks in bulk quantities, which reduces overall cost. These cost savings are passed to customers when doing repair work orders. Significant timesavings are also achieved by reducing supply runs to local vendors by onsite personnel. Supplies can be dropped shipped directly to APhA on demand.

Critical parts and standby components are identified early to ensure on-hand status. Availability of these critical items for Preventive Maintenance service and possible

incidental repair reduces downtime and supports continuous operations or minimal interruption. Reports of material inventory will be made available to APhA.

PREVENTIVE MAINTENANCE QUALITY CONTROL

Quality Control for the APhA Preventive Maintenance activities will be conducted in accordance with the requirements set forth in the Donohoe / APhA Quality Control Plan submitted as part of the Management Plan.

SAFETY

Safe operations of facility systems and performance of Preventive Maintenance is the responsibility of all Donohoe personnel engaged in providing support of APhA facility operations. Our Donohoe/CBS corporate Director of Safety, Mr. Rich Pfau, is available to make periodic inspection visits to the APhA, conducting safety inspections and training during these visits. The Chief Engineer will be our on-site liaison in this critical area. In addition to onsite training, all Donohoe employees will participate in the company wide quarterly safety meetings. The entire Donohoe organization takes safety very seriously. Donohoe's Director of Safety oversees the organization's safety programs and provides ongoing feedback to CBS's senior management. With corporate executives, the Safety Officer develops safety goals for each year and criteria for assessing whether or not our individual O&M units meet those goals. Safety rating criteria combine individual and corporate safety goals:

- Holding quarterly meetings of the safety committee
- Completing all scheduled safety training including a schedule, outline/lesson plan and attendance list
- Filing near-miss reports for all applicable incidents
- Completing a safety review test administered by the Safety Specialist
- Reporting all lost-time injuries and number of injuries

All employees receive safety training at corporate headquarters. Also, each senior manager is evaluated on the safety performance of reporting employees as part of his or her yearly performance review so that managers have a stake in ensuring that their employees learn and use safe practices. At the end of each year, the Safety Officer collects and analyzes data, reporting on statistics such as lost work days or light duty, incidence rate, cost summary, costs for employees on long-term disability, accident causation, body parts affected and accident profile, cluster statistics, division performance, current and past insurance costs, and recommendations. This extensive program has made a significant impact on Donohoe's safety record.

LOADING DOCK and FREIGHT ELEVATOR

The Government will have access to the loading docks for all vehicle types upon twelve hours notice.

The Government will have access to the freight elevator during Normal Hours and upon twelve hours notice during after hours.

REFERENCES

- National Fire Protection Association Standards
- National Building Code/ National Plumbing Code/ National ElectricalCode
- All Regulations, Instructions, Plans, Drawings and Directives listed in the APhA RFP
- Building and Operations Management Association Guidelines
- Building Officials and Code Administrators Guidelines
- Institute of Real Estate Management Practices
- Manufacturer's System Operations Manuals
- Donohoe Management Plan
- Donohoe Quality Control Plan
- Donohoe APhA Safety Standard Operating Procedures

AMENDMENTS:

ATTACHMENTS:

Attachment A – Sample annual Work Plan

Attachment B – Sample Preventive GSA Building Standards Preventive Maintenance Guide

– Annual Work Plan (Sample)

Sample Annual Preventive Maintenance Work Plan

Manager:

Supervisor:

Revised:

PROJECT NAME: SAIC

ASSET DESCRIPTION	Bldg.	Qty.	ASSET ID	TIME	FREQUENCY	TOTAL TIME	MONTHLY ACTIVITY JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	COMMENTS
Chiller-1	Twr 1	1	R-04	34.00	1.00	34.00			A										
Chiller-2	Twr 1	1	R-04	34.00	1.00	34.00			A										
Chiller-3	Twr 1	1	R-04	34.00	1.00	34.00			A										
Pri. CHW Pump-1	Twr 1	1	P-04	5.50	1.00	5.50									A				
Pri. CHW Pump-2	Twr 1	1	P-04	5.50	1.00	5.50									A				
Pri. CHW Pump-3	Twr 1	1	P-04	5.50	1.00	5.50									A				
Cond. Pump-1	Twr 1	1	P-04	5.50	1.00	5.50									A				
Cond. Pump-2	Twr 1	1	P-04	5.50	1.00	5.50									A				
Cond. Pump-3	Twr 1	1	P-04	5.50	1.00	5.50									A				
Secondary CAW Pump-1	Twr 1	1	P-04	5.50	1.00	5.50									A				
Secondary CAW Pump-2	Twr 1	1	P-04	5.50	1.00	5.50									A				
Plate/Frame Heat Exchanger	Twr 1	1	H-04	2.00	1.00	2.00	A												
Heat Exchanger Pump	Twr 1	1	P-04	5.50	1.00	5.50		A											
Cooling Tower-1	Twr 1	1	C-09	30.00	1.00	30.00				A									
Cooling Tower-2	Twr 1	1	C-09	30.00	1.00	30.00				A									
Cooling Tower-3	Twr 1	1	C-09	30.00	1.00	30.00				A									
Steam Boiler-1	Twr 1	1	B-02	8.00	1.00	8.00										A			
Steam Boiler-2	Twr 1	1	B-02	8.00	1.00	8.00										A			
Primary Hot Water Pump-1	Twr 1	1	P-04	5.50	1.00	5.50										A			
Primary Hot Water Pump-2	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-1	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-2	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-3	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-4	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-5	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-6	Twr 1	1	P-04	5.50	1.00	5.50										A			
Secondary Hot Water Pump-7	Twr 1	1	P-04	5.50	1.00	5.50										A			

Attachment B – Sample Preventive Maintenance Task Descriptions

The following is a sample task description that the engineers will follow when performing preventive maintenance procedures at APhA. Donohoe will review current task descriptions loaded in the CMMS system and add/delete where applicable with approval from APhA.

A-3 Humidification Systems (Frequency: Semiannual)

Special Instructions.

1. Review manufacturer's instructions.
2. Review the Standard Operating Procedure for "Selection, Care, and Use of Respiratory Protection."
3. Turn off water supply.
4. Secure electrical service before servicing humidification system, if applicable.
5. Use of work gloves may be necessary due to caustic residual mineral

deposits. Checkpoints.

1. Operate humidistat through its throttling range to verify activation, or deactivation of humidifier.
2. Clean and flush condensate pans, drains, water pans, etc. Remove corrosion, and repaint as needed. If a corrosion preventive chemical is used, ensure that it does not become a part of the indoor air by creating large amounts of volatile organic compounds or irritants. Check the Material Safety Data Sheet (MSDS) to see what hazardous products are present. If hazardous products are present rinse very well before the system is returned to use. Ensure that the paint lead level is 0.06% or less.
3. Check condition of heating element. Clean steam coils.
4. Clean steam/water spray nozzles. Adjust/replace as needed.
5. Chemically clean exterior of coil to remove scale and encrustations.
6. Inspect steam trap for proper operation.
7. Inspect pneumatic controller for air leaks.
8. Inspect water lines for leaks and corrosion. Tighten all connections and

repair leaks. Recommended Tools, Materials, and Equipment.

1. Tool Group A
2. Psychrometer
3. Coil cleaning chemical. Consult the MSDS for hazardous ingredients and proper personal protective equipment (PPE).
4. Work gloves
5. Safety goggles
6. Respirator

2200 C Street LLC
SMALL BUSINESS SUBCONTRACTING PLAN

(b) (4)

[redacted]

Effective January, 2017

LESSOR: GOVERNMENT:

(b) (4)

[redacted]

Effective January, 2017

LESSOR: GOVERNMENT:

(b) (4)

[redacted]

LESSOR: GOVERNMENT:

(b) (4)

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GSA

GSA Public Building Services

AMENDMENT NO. 1
REQUEST FOR LEASE PROPOSALS NO. 5DC0575
Washington, DC
November 6, 2017

Request for Lease Proposals (RLP) No. 5DC0575 is amended as follows:

1. **1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE (OCT 2016) Paragraph F is deleted in its entirety and replaced with the following:**

   F. The lease term shall be 15 Years Firm.

2. **1.06 LIST OF RLP DOCUMENTS (OCT 2016) Exhibit A is deleted in its entirety and replaced with the attached, "Lease No. GS-XXP-LXXXXXXX (Form L100)_Amended."**

All respondents to this Request for Lease Proposals shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy must be received with your revised proposal.

RECEIPT OF AMENDMENT NO. 1
IS HEREBY ACKNOWLEGED:

(b) (6) [redacted]

THOMAS E. MENIGHAN
OFFEROR'S PRINTED NAME:

9/20/18
DATE:

TEM 9/18/18

GSA

GSA Public Building Services

AMENDMENT NO. 2
REQUEST FOR LEASE PROPOSALS NO. 5DC0575
Washington, DC
January 8, 2018

Request for Lease Proposals (RLP) No. 5DC0575 is amended as follows:

1. **1.06 LIST OF RLP DOCUMENTS Exhibit A, Lease No. GS-XXP-LXXXXXXX (Form L100)_Amended, Paragraph 6.01.A PROVISION OF SERVICES, ACCESS AND NORMAL HOURS is deleted in its entirety and replaced with the following:**

   The Government's normal hours of operations are established as 6:00 AM to 10:00 PM, Monday through Sunday~~, 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.

2. **3.03 PRICING TERMS Subparagraph B.3 is deleted in its entirety and replaced with the following:**

   The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities net of tenant electric. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively. The annual cost of services and utilities shall be net of tenant electric and shall assume twelve hours of normal operation daily, 365 days per year. The Government's actual hours of operation will be sixteen hours daily, 365 days per year, as described in Lease Section 6.01, "Provision of Services, Access and Normal Hours." The Offeror shall identify the additional cost of services, if any, beyond twelve hours per day, 365 days per year, as an hourly overtime rate, per sub-paragraph 7 below.

3. **3.09 SECURITY IMPROVEMENTS INCLUDED IN OFFER is deleted in its entirety.**

All respondents to this Request for Lease Proposals shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy must be received with your revised proposal.

RECEIPT OF AMENDMENT NO. 2
IS HEREBY ACKNOWLEGED:

(b) (6) [redacted]

THOMAS E. MENIGHAN
OFFEROR'S PRINTED NAME:

9/20/18
DATE:

TM 9/18/18

GSA

GSA Public Building Services

AMENDMENT NO. 3
REQUEST FOR LEASE PROPOSALS NO. 5DC0575
Washington, DC
January 18, 2018

Request for Lease Proposals (RLP) No. 5DC0575 is amended as follows:

1. **1.06 LIST OF RLP DOCUMENTS Exhibit A, Lease No. GS-XXP-LXXXXXXX (Form L100)_Amended, Paragraph 1.16, HOURLY OVERTIME HVAC RATES, Subparagraph B. is deleted in its entirety and replaced with the following:**

   B. There is no overtime charge during the following weekend hours:
   Saturday: 9:00 AM to 1:00 PM

2. **1.06 LIST OF RLP DOCUMENTS Exhibit A, Lease No. GS-XXP-LXXXXXXX (Form L100)_Amended, Paragraph 1.17, 24-HOUR HVAC REQUIREMENT is deleted in its entirety and replaced with the following:**

   A. Two rooms comprising approximately 714 ABOA SF and of 638 ABOA SF of the Space shall receive cooling at all times (24 hours a day, 365 days a year) for purposes of cooling the designated server rooms. The BTU output of the first room is established as 165,995 BTU; the BTU output of the second room is established as 45,537 BTU. The temperature of each room shall be maintained at between 68 and 71 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

   B. The 24-hour cooling service, net of electric, shall be provided by the Lessor as part of the rental consideration.

3. **1.06 LIST OF RLP DOCUMENTS Exhibit A, Lease No. GS-XXP-LXXXXXXX (Form L100)_Amended, Paragraph 6.01.A, PROVISION OF SERVICES, ACCESS AND NORMAL HOURS is deleted in its entirety and replaced with the following:**

   The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday and 9 AM to 1:00 PM on Saturday, regardless 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.

4. **3.03 PRICING TERMS Subparagraph B.3 is deleted in its entirety and replaced with the following:**

   The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities, net of tenant electric. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively. The annual cost of services and utilities presented

on line 27 of the Form 1217 shall be net of tenant electric and shall assume normal hours of operation to be 7:00 AM to 6:00 PM, Monday through Friday and 9 AM to 1:00 PM on Saturday, regardless of federal holidays. The Offeror shall identify an hourly overtime rate, per sub-paragraph 7 below.

5. **3.03 PRICING TERMS Subparagraph B.7 is deleted in its entirety and replaced with the following:**

   An hourly overtime operating expense rate, net of electric, for overtime use of the building beyond the hours of 7:00 AM to 6:00 PM, Monday through Friday and 9 AM to 1:00 PM on Saturday, regardless of federal holidays. The hourly overtime operating expense rate shall be presented on the Form 1364 as both a cost per hour per zone with the number of zones quantified, and as a cost per hour for the entire Space.

6. **4.09 PRESENT VALUE PRICE EVALUATION, Subparagraph C.7.f is deleted in its entirety and replaced with the following:**

   The annual cost of services and utilities net of electric for overtime heating and cooling, if any, based on the offered hourly overtime rate and an estimated usage of __2,772__ hours of overtime per year for the Space. This cost will be discounted annually at 5 percent.

All respondents to this Request for Lease Proposals shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy must be received with revised proposals.

RECEIPT OF AMENDMENT NO. 3
IS HEREBY ACKNOWLEGED:

(b) (6) [redacted]

THOMAS E. MENIGHAN
OFFEROR'S PRINTED NAME:

9/20/18
DATE:

TEM TEM

GSA

GSA Public Building Services

AMENDMENT NO. 4
REQUEST FOR LEASE PROPOSALS NO. 5DC0575
Washington, DC
May 18, 2018

This RLP Amendment issues an additional submittal, "Foreign Ownership and Financing Representation," to be completed and signed on behalf of the Building owner, and an additional General Clause entitled "No Federally Elected Officials to Benefit."

Request for Lease Proposals (RLP) No. 5DC0575 is amended as follows:

1.06 LIST OF RLP DOCUMENTS, Exhibit D, "GSA Form 3517B, General Clauses" is amended to add the following:

Addendum to GSA Form 3517B, General Clauses: "No Federally Elected Officials to Benefit"

3.06 ADDITIONAL SUBMITTALS is amended to add the following submittals:

AA. Foreign Ownership and Financing Representation

All respondents to this Request for Lease Proposals shall acknowledge receipt of this Amendment by signature on one copy in the space provided below. The acknowledged copy must be received with final proposals.

RECEIPT OF AMENDMENT NO. 4 IS ACKNOWLEGED:

(b) (6) [redacted]

OFFEROR'S SIGNATURE:

THOMAS E. MENIGHAN
OFFEROR'S PRINTED NAME:

9/20/18
DATE:

TEM

SUPPLEMENTAL EQUIPMENT INVENTORY

Floor	Unit Location	Unit Location Room Type	Security	Model	Serial	Tag I.D.	Manufacturer	Tonnage	Unit Type	Operation	Serves Room
PH Roof	PH Roof			CSR-50-08	2009020505	DC-1	RefPlus		Dry Cooler	24/7	
PH Roof	PH Roof			CSR-50-08	2009020506	DC-2	RefPlus		Dry Cooler	24/7	
PH Roof	PH Roof			294607	ES-3000	PP-1 (x2)	TigerFlow		Pump Station	24/7	
PH Roof	PH Roof			AM036FXMDCH/AA	BI0VP3CJ800029E		Samsung		Condenser	24/7	05-J16 (LAN Room)
5th	05-F06	Storage Closet	Card Reader (DoS) - pin	damg-0212	2009-0085-a	AC-5-1	Data Aire	2	Ceiling Hung	24/7	05-H06 (CER West)
5th	05-W07	Workroom - Storage/Copy	Card Reader (DoS) - pin	damg-0212	2009-0086-a	AC-5-2	Data Aire	2	Ceiling Hung	24/7	05-W09 (CER East)
5th	05-J16	AC Room	Card Reader (DoS) - pin	AM020HNQDCH/A		AC-1/CU-1	Samsung	2	Wall Mounted	24/7	05-J16 (LAN Room)
4th	04-G08/09	Cubicles	Card Reader (DoS) - pin	damg-0212	2009-0090-a	AC-4-1	Data Aire	2	Ceiling Hung	24/7	04-H06 (CER West)
4th	04-W06	File Room	Card Reader (DoS) - pin	damg-0212	2009-0087-a	AC-4-2	Data Aire	2	Ceiling Hung	24/7	04-W09 (CER East)
3rd	03-J06	Office	Card Reader (DoS) - pin	damg-0212	2009-0083-a	AC-3-1	Data Aire	2	Ceiling Hung	24/7	03-H06 (CER West)
3rd	03-V06	Workroom - Storage/Copy	Card Reader (DoS) - pin	damg-0212	2009-0084-a	AC-3-2	Data Aire	2	Ceiling Hung	24/7	03-V09 (CER East)
2nd	02-H05	Interview Room	Card Reader (DoS) - pin	damg-0212	2009-0081-a	AC-2-1	Data Aire	2	Ceiling Hung	24/7	02-H06 (CER West)
2nd	02-V11	Office	Card Reader (DoS) - pin	damg-0212	2009-0082-a	AC-2-2	Data Aire	2	Ceiling Hung	24/7	02-V09 (CER East)
1st	01-H07/08	Cubicles	Card Reader (DoS) - pin	damg-0212	2009-0079-a	AC-1-1	Data Aire	2	Ceiling Hung	24/7	01-J06 (CER West)
1st	01-X05	Hallway	Card Reader (DoS) - pin	damg-0212	2009-0080-a	AC-1-2	Data Aire	2	Ceiling Hung	24/7	01-W06 (CER East)
C1	C1-J02	AC Room	Unican (2/4,3)	dagu-1634	2009-0093-a	AC-C1-3	Data Aire	16	Console	24/7	C1-H02 (Data Center)
C1	C1-E02	Switch Room	Card Reader (DoS) - pin	dalg-0634-wp-d	2009-0091-a	AC-C1-6	Data Aire	6	Ceiling Hung	24/7	C1-E02 (Switch Room)
C1	C1-E02	Switch Room	Card Reader (DoS) - pin	TBD	TBD	AC-C1-8	TBD	6	Console	24/7	C1-E02 (Switch Room)
C1	C1-G06	Cubicle	Card Reader (DoS)	damg-0212	2009-0078-a	AC-C1-1	Data Aire	2	Ceiling Hung	24/7	C1-I06 (CER West)
C1	C1-Y05	Workroom - Working	Unican (Kevin Hunter)	damg-0212	2009-0089-a	AC-C1-2	Data Aire	2	Ceiling Hung	24/7	C1-V06 (CER East)
C1	C1-H04	Workroom - Working	Unican (Kevin Hunter)	damg-0112	2009-0072-a	AC-C1-4	Data Aire	1	Ceiling Hung	24/7	C1-H04 (Lab)
C1	C1-E07	Cubicle	Card Reader (DoS)	damg-0112	2009-0073-a	AC-C1-5	Data Aire	1	Ceiling Hung	24/7	C1-C04 (PBX Room)
C1	C1-C04	PBX Room	Card Reader (DoS) - pin			AC-C1-7	Data Aire	3	Ceiling Hung	24/7	C1-C04 (PBX Room)
C1	C1E02	Switch Room	Card Reader (DoS) - pin	9395/500	EC033BAA04		Eaton Powerware	550KVA	UPS	24/7	PBX Equipment
C1	C1E02	Switch Room	Card Reader (DoS) - pin	PWHR12500W4FR			Eaton Powerware	Sealed	Batteries	24/7	PBX Equipment
C1	C1C04	PBX Room	Card Reader (DoS) - pin	9390/80 - IDC 80	EC054CAA09		Eaton Powerware	80KVA	IDC	24/7	Network
C1	C1C04	PBX Room	Card Reader (DoS) - pin	PWHR12500W4FR			Eaton Powerware	Sealed	Batteries	24/7	Network
C2	C2-F07	Hallway	Card Reader (DoS)	damg-0212	2009-0088-a	AC-C2-1	Data Aire	2	Ceiling Hung	24/7	C2-H06 (CER West)
C2	C2-W11	File Room	Unican (2/4,3)	damg-0212	2009-0077-a	AC-C2-2	Data Aire	2	Ceiling Hung	24/7	C2-X09 (CER East)
C2	C2-W05	Hallway	Card Reader (DoS)	damg-1512	2009-0074-a	AC-C2-3	Data Aire	1.5	Ceiling Hung	24/7	C2-V05 (DVC Conf)
C2	C2-S01	Office	Keypad 1234	damg-1512	2009-0075-a	AC-C2-4	Data Aire	1.5	Ceiling Hung	24/7	C2-R03 (DVC Conf)
C2	C2-Q01	Hallway	Keypad 1234	damg-1512	2009-0076-a	AC-C2-5	Data Aire	1.5	Ceiling Hung	24/7	C2-R05 (DVC Conf)
C2	C2-M01	AC Room	Unican (2/4,3)	dagu-00634	2009-0092-a	AC-C2-6	Data Aire	6	Console	24/7	C2-I03 (Production Studio)

IDC Integrated Distribution Cabinet

EXHIBIT J

PRELIMINARY TENANT IMPROVEMENT SCOPE OF WORK

Lease No: GS-11B-01935

Building Number: DC0055ZZ

Location: 2200 C Street NW, Washington, D.C.

Department of State /American Pharmacist Building SA-5

A. ***Scope of Work:***

1. ***Men's and Women's Bathrooms:***

   - *New Granite tops, trash bins, Air Hand dryers, Automatic flush kits for toilets and urinals, Faucets and sinks, lighting, floors, additional 120 volt outlets. Shelving for book bags and paper work.*

2. ***Kitchenette areas:***

   - *New Granite counter tops, sinks and faucets, Back splash, filtered Hot Water dispenser, Lighting, flooring and Painting.*

3. ***Lobby areas:***

   - *New Carpet, Ceiling tiles, Hallway lighting changed from fluorescing to LED fixtures, Elevator cladding, laminated Wood Cladding for elevator banks, Elevator call buttons, Wood Base Boards, Wood laminated light boxes, Light boxes changed from fluorescing bulbs to LED, Signage, Filtered water fountains that can dispense into bottles, and new lobby doors and door closers.*

4. ***Interior Spaces:***

   - *New Cubicle Isle, desk and Office signage, new Carpet and Paint, Personal Office AV & Electrical Rough in's (BNET), and New LED Lighting.*

5. ***Coffee Kiosk:***

   - *Install a coffee and snack stand in accordance with the requirements set forth in the Randolph Sheppard Act (location to be discussed).*

6. ***Elevators Upgrading:***

   - *Install Exterior Cladding-sensors that are at a height of approximately 5 feet.*

7. ***1st floor loading dock area***

 RM

- *To address odors from the trash compactor seeping into 1st floor office space, install a jet fan air curtain, which will be located outside of the loading dock door.*
- *Install a booth with ventilation for clean air (and also heat and AC).*

8. ***Hot water heaters for the restrooms/or better instant hots***
   - *So that water can be heated and dispensed quickly.*

BM