

**U. S. GOVERNMENT LEASE NO. DACAXX5XXXXXXXXXX**

**Prior Lease No. DACAXX5XXXXXXXXXX**

**TAX ID # (TIN or Last 4 SSN):** \_\_\_\_\_

**DUNS # (per SAM):** \_\_\_\_\_

**CAGE Code #:** \_\_\_\_\_

A	_____	sf
N	_____	sf
AF	_____	sf
AFR	_____	
		sf
MC	_____	sf
ANG	_____	
		sf
ARNG	_____	
		sf
TOTAL	_____	sf

**FOR GOVERNMENT PURPOSES ONLY:**

GREX No. \_\_\_\_\_  
Child Lease No. DACAXX5XXXXXXXXXX

This Lease is made and entered into between

**[Insert Lessor's Full Legal Name] (note: exactly as registered in the System for Award Management (SAM))**

("Lessor"), whose principal place of business is **[Insert Lessor's Address]**, and whose interest in the Property described herein is that of Fee Owner, and

**THE UNITED STATES OF AMERICA**

("Government"), acting by and through the designated representative of the U.S. Army Corps of Engineers (USACE), upon the terms and conditions set forth herein.

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

Lessor hereby Leases to the Government the Premises described herein, being all or a portion of the Property located at

**[Insert Address of Property to be Leased]**

and more fully described in Section 1.01, The Premises, and Exhibit A, Floor Plan, together with rights to the use of parking **(note: remove if not applicable)** and other areas as set forth herein, to be used for such purposes as determined by USACE.

**LEASE TERM**

To Have and to Hold the said Premises with its appurtenances for the term beginning \_\_\_\_\_ and continuing for a period of **[Insert Number of Years] Years**, subject to termination and renewal rights as may be hereinafter set forth. The Government's obligation and legal liability for performance of this Lease beyond 30 September of any year during the term of this Lease is contingent upon the availability of annually appropriated funds. Nothing in this Lease shall constitute, or be deemed to constitute, an obligation of future appropriations by the United States or

considered as implying that the Congress will appropriate additional funds. It is understood and agreed that the Government currently occupies the premises pursuant to a prior lease with the Lessor, which expires by its natural terms on MM/DD/YEAR.

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 execution by the Government.

**LESSOR:**

**GOVERNMENT:**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Name (please print):

\_\_\_\_\_  
Title:

Title: Real Estate Contracting Officer

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Execution Date:

THIS LEASE IS NOT SUBJECT TO TITLE 10, UNITED STATES CODE, SECTION 2662.

## TABLE OF CONTENTS

<b>SECTION 1 THE PREMISES, RENT, AND OTHER TERMS</b> .....	<b>5</b>
1.01 THE PREMISES .....	5
1.02 RENT AND OTHER CONSIDERATION.....	5
1.03 TERMINATION RIGHTS.....	6
1.04 RENEWAL RIGHTS.....	7
1.05 CONDITION REPORT .....	7
1.06 DOCUMENTS INCORPORATED IN THE LEASE.....	7
1.07 NOTICES.....	7
1.08 INSURANCE CERTIFICATION .....	8
1.09 LESSOR'S DUNS NUMBER.....	9
<b>SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS</b> .....	<b>10</b>
2.01 DEFINITIONS AND GENERAL TERMS .....	10
2.02 AUTHORIZED REPRESENTATIVES .....	10
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT .....	11
2.04 FIRE AND CASUALTY DAMAGE .....	11
2.05 DEFAULT BY LESSOR.....	11
2.06 INTEGRATED AGREEMENT .....	12
2.07 MUTUALITY OF OBLIGATION.....	12
2.08 COMPLIANCE WITH APPLICABLE LAW .....	12
2.09 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT .....	12
2.10 CLAUSES INCORPORATED BY REFERENCE .....	12
2.11 WAIVER OF RESTORATION .....	13
2.12 CHANGE OF OWNERSHIP .....	14
2.13 EMERGENCY MAINTENANCE AND REPAIRS .....	14
2.14 OWNERSHIP CERTIFICATION .....	14
2.15 DAMAGES.....	15
2.16 GRATUITIES TO GOVERNMENT EMPLOYEES .....	15
2.17 OFFICIALS NOT TO BENEFIT.....	15
2.18 LESSOR INSURANCE NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE.....	19
<b>SECTION 3...UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM.</b> <b>21</b>	
3.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS .....	21
3.02 UTILITIES SEPARATE FROM RENTAL.....	21
3.03 MAINTENANCE AND TESTING OF SYSTEMS.....	21
3.04 ONSITE LESSOR MANAGEMENT.....	21
3.05 RANDOLPH-SHEPPARD COMPLIANCE.....	21
3.06 INDOOR AIR QUALITY .....	21
3.07 HAZARDOUS MATERIALS.....	22
3.08 MOLD.....	22
3.09 RADON IN AIR.....	23
3.10 UTILITY CONSUMPTION REPORTING .....	23

**SECTION 4 DISPUTES** ..... **24**  
4.01 DISPUTES ..... 24

**SECTION 5 RECONCILIATION** ..... **35**  
5.01 RECONCILIATION CLAUSE ..... 35

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

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### 1.01 THE PREMISES

The Lessor hereby Leases to the Government the following described Premises: Exclusive use of approximately **[Insert Number of Square Feet]** rentable square feet (“RSF”) of space located at **[Insert Address]** as more particularly shown on Exhibit A, Floor Plan, attached hereto and made a part hereof, to be used for Government purposes. **(note: remove the next sentence if parking is not provided as part of the Premises)** It is also understood and agreed that the Lessor shall provide adequate designated parking for **[Insert Number]** Government vehicles, both during the day and overnight in the areas within the Lessor’s property as shown and marked on Exhibit B, Site/Parking Plan, attached hereto and made a part hereof. The Government shall have unrestricted access to the Premises 24 hours per day, 7 days per week and shall have the non-exclusive right to the use of Appurtenant Areas as defined in Section 2.01, Definitions and General Terms.

### 1.02 RENT AND OTHER CONSIDERATION

The Government shall pay the Lessor annual rent of \$**[Insert Amount]** **(note: also state amount in words)** at the rate of \$**[Insert Amount]** **(note: also state amount in words)** at a rate of \$ /psf base rent per calendar month in arrears. Consideration for a lesser period shall be prorated. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses, GSA Form 3517B, attached hereto and made a part hereof as Exhibit C. 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.

The Lessor shall provide to the Government, in exchange for the payment of the rental consideration, the following:

- A. The leasehold interest in the Property described herein in Section 1.01, The Premises.
- B. Tenantable premises that comply with applicable building codes and standards, including fire alarm and safety equipment (as provided in this Lease and its Exhibits). Performance and/or satisfaction of all other obligations set forth in this Lease, and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- C. The Lessor shall certify that the mechanical equipment, building systems, and the utilities are in good serviceable and operating condition. The Lessor is responsible for providing, maintaining, and repairing all systems, equipment, fixtures, and appurtenances necessary for the provision and use of the below services: **(note: check all that apply)**

- Electricity / Gas       Heating oil       Water       Sanitary sewer       Trash removal
- High-speed internet       Phone service       Power to adequately light recruiting sign

Other \_\_\_\_\_

Payment by Lessor for the following utilities or services (to be provided 24 hours per day, 7 days per week, including holidays): **(note: check all that apply)**

- Heating oil                       Electricity / Gas                       Water                       Sanitary sewer  
 Trash removal     Janitorial                       Other **[Insert Utility or Service]**

**D. Maintenance of the Premises and common areas and all related insurance, including:**

Common area maintenance, including but not limited to, private streets and driveways, curbs, parking areas, service alleys, loading areas, retaining walls, sidewalks, landscaping, lighting, hallways, restrooms, stairwells, lobbies, and elevators;

Replace stained/damaged ceiling tiles during the term of the Lease, as necessary;

Replacement of all light bulbs, L.E.D.'s, fluorescent tubes, starters and ballasts to provide a minimum 50-foot candles of illumination at working surface height in all office spaces. All other nonworking areas will have a minimum of 30-foot candles of illumination at floor level;

Maintenance of exit signs; emergency lighting; portable fire extinguishers; and, fire protection networks, such as sprinkler systems and alarms, which meet fire protection standards established by applicable state statutes, fire regulations, building codes and local ordinances. This includes, but is not limited to, the inspection, recharging, annual backflow testing and, if necessary, replacement of fire extinguishers. Replacement with long-life lithium batteries in smoke detectors. Equipment, services or utilities furnished, and activities of other occupants, shall be free of safety, health and fire hazards.

E. The Lessor is responsible for providing, maintaining (including the replacement of air filters as needed) and repairing the heating, ventilation and air conditioning (HVAC) systems, equipment, fixtures, and appurtenances capable of maintaining a minimum temperature of 70 degrees Fahrenheit during the heating season and a maximum temperature of 78 degrees Fahrenheit during the cooling season. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and as requested by the Government. Normal maintenance of the HVAC systems shall not disrupt Government operations.

F. 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.

G. 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](https://www.epa.gov/green-book).

**H. Provide means for mail delivery (e.g. cluster box within the center's property).**

I. Provide pest and rodent control measures and pesticides that conform to local health department regulations to keep the Premises free from pests and in a tenantable condition, including emergency treatment as necessary.

J. Service and maintain any interior and exterior signs. Service and maintenance shall include, but shall not be limited to: washing and cleaning of all sign surfaces, as needed; repainting the sides of each letter, as required; replacing all electrical and neon components, as required; and repair or replacement of broken or damaged plastic, as required. Remove any Government signs, perforated window graphics and lettering within thirty (30) days after the space is vacated by the Government.

K. Remove snow, ice, and any excess sand/ice melts from parking lots, sidewalks, and other areas as necessary in a timely manner. In addition to snow removal, the Lessor shall keep the walkways, sidewalks, and the parking lot clear of ice during normal business hours. Lessor shall take all appropriate measures to protect the safety of the pedestrians.

L. Lawn care as required. 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 promptly.

**M. The Government shall be responsible for all applicable taxes based on its use and occupancy of the Premises (excluding real estate taxes). It is also understood and agreed that the Government shall be responsible for gas, electric (provided to the demised premises which shall be separately metered), janitorial services and HVAC quarterly maintenance (see Exhibit C”), which will be paid directly by the Government by separate contract.**

**1.03 TERMINATION RIGHTS**

The Government may terminate this Lease at any time after **[Insert Day, Month, Year]**, by providing not less than ninety (90) days' **(note: a period of less than 90 days may be negotiated)** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. If the Lease is terminated in whole, no rental shall accrue after the effective date of termination. If the Lease is terminated in part, the rental due after the effective date of termination shall be adjusted and a Supplemental Agreement executed.

**1.04 RENEWAL RIGHTS**

A. This Lease may be renewed at the option of the Government for **[Insert Number]** additional one-year terms, and the Government shall pay the Lessor annual rental of **[\$[Insert Amount] (note: also state amount in words)** at the rate of **[\$[Insert Amount] (note: also state amount in words)** per

calendar month in arrears. In no event shall the Lease term be extended beyond **[Insert Day, Month, Year]**. All other terms and conditions of this Lease shall remain in full force and effect during any renewal term.

B. Termination rights outlined above in Section 1.03, Termination Rights, apply to all renewal terms.

### 1.05 CONDITION REPORT

Upon expiration or termination of this Lease, a final inspection shall be conducted by representatives of both the Lessor and the Government.

### 1.06 DOCUMENTS INCORPORATED IN THE LEASE

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

DOCUMENT NAME	EXHIBIT
Floor Plan	A
Site/Parking Plan(s)	B
General Clauses, GSA Form 3517B	C
Janitorial Specifications <b>(note: delete if janitorial not included)</b>	D
Construction and Security Specifications	E
Certificate of Authorization <b>(note: delete if not applicable)</b>	F
Agency Agreement / Authorization for Property Manager to act on behalf of Owner <b>(note: delete if not applicable)</b>	G
Other	

### 1.07 NOTICES

Any notice under this Lease is to be given in writing and delivered by “Certified Mail, Return Receipt Requested” or registered mail, Express Mail or comparable service, or delivered by hand and delivery, whether accepted or refused, attempted delivery, or marked undeliverable, shall be deemed notice under the terms of this Lease. Any notice given by the Lessor to the Government shall be addressed to: Baltimore District, District Commander, U.S. Army Engineer District, 2 Hopkins Plaza, 5<sup>th</sup> Floor, ATTN: Real Estate Division (Lease Section), Baltimore, Maryland 21201. Any notice given by the Government to the Lessor or his/her agent shall be addressed to: **[Insert Address LL]** or as may from time to time otherwise be directed in writing by the parties. Both Lessor and Government have an obligation to ensure that the other party has their accurate address. Any such notice and correspondence shall include the lease number.

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. In the event of an emergency, Government may contact: **[Insert Name and Phone Number of Lessor Point of Contact by LL]**. For maintenance purposes, the Government’s notice to the Lessor shall be addressed to: **[Insert Name, E-Mail, and Phone by LL]**.

### 1.08 INSURANCE CERTIFICATION

The United States Government is self-insured; therefore, the Government does not purchase insurance from outside sources.

The parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below.

**1.09 LESSOR'S DUNS NUMBER**

Lessor's Dun & Bradstreet DUNS Number: **[Insert Number]**.

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS

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:

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.

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

Contract. "Contract" shall mean this Lease.

Contractor. "Contractor" shall mean Lessor.

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

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

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.

Government Officials. Any reference to GSA is interchangeable with USACE, and any reference to LCO, Contracting Officer, or Government representative are interchangeable with Real Estate Contracting Officer or RECO.

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

Lease Award Date. The date the RECO 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).

Lease Term Commencement Date. The date on which the Government's obligation to pay rent commences after it has accepted the Space/Premises.

Premises. The Premises are defined as the total office area or other type of Space, together with all associated common areas, described in Section 1.01, The Premises, of this Lease, and delineated by floor/site plan in the attached exhibit(s). Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

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

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.

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

## **2.02 AUTHORIZED REPRESENTATIVES**

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 RECO by notice, without an express delegation by the prior RECO. **Lessor is hereby notified that Government tenant occupants are not authorized to negotiate, modify, or contract with the Lessor on any matters related to this Lease or its terms and conditions, Construction and Security Specifications, or to obligate the Government for expenditure of funds.**

## **2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Supplemental Agreement. 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 RECO or an authorized USACE representative.

B. The Government shall have the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, structures or signs in or upon the Premises hereby leased. Upon Government request, the Lessor shall be required to promptly obtain bids for the said work and to provide the bids to the Government. All work shall be performed through the Lessor and will be implemented by Supplemental Agreement. The Government's portion of the expense will be paid on a reimbursable basis. Such fixtures, additions, or structures shall be and remain the property of the Government and may be removed prior to the expiration or termination of this Lease or abandoned in place.

## **2.04 FIRE AND CASUALTY DAMAGE**

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 is only partially destroyed or damaged, so as to render the Premises untenable, 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 one

hundred and eighty (180) days from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within thirty (30) 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 one hundred and eighty (180) 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 cannot reasonably be utilized for its intended use, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct.

## **2.05 DEFAULT BY LESSOR**

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) 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.

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

(3) 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 award of the Lease 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.
- (4) The rights and remedies specified in this Section 2.06 are in addition to any and all remedies to which the Government may be entitled as a matter of law.

## **2.06 INTEGRATED AGREEMENT**

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 proposals nor any pre-award communications by either party shall be incorporated in the Lease.

## **2.07 MUTUALITY OF OBLIGATION**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

## **2.08 COMPLIANCE WITH APPLICABLE LAW**

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.

## **2.09 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT**

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. Upon request of the RECO, 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, 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 is signed 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 Section 2.10.

## **2.10 CLAUSES INCORPORATED BY REFERENCE**

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to total contract value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT
2. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Applicable if over \$30,000 total contract value.)
3. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
4. FAR 52.204-19, INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
5. 52.204-25, PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
6. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applicable to leases over \$35,000 total contract value.)
7. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (Applicable when cost or pricing data are required for work or services over \$750,000.)
8. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Applicable when the clause at FAR 52.215-10 is applicable.)
9. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (Applicable to leases over \$700,000 total contract value.)
10. FAR 52.219-16, LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Applicable to leases over \$700,000 total contract value.)
11. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (Applicable to leases exceeding the micro-purchase threshold.)
12. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES
13. FAR 52.222-26, EQUAL OPPORTUNITY
14. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (Applicable to leases over \$150,000 total contract value.)

15. FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Applicable to leases over \$15,000 total contract value.)
16. FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (Applicable to leases \$150,000 or more, total contract value.)
17. FAR 52.223-6, DRUG-FREE WORKPLACE (Applicable to leases over the Simplified Lease Acquisition Threshold as well as to any leases of any value awarded to an individual.)
18. FAR 52.232-23, ASSIGNMENT OF CLAIMS (Applicable to leases over the micro-purchase threshold.)
19. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT
20. FAR 52.233-1, DISPUTES
21. 552.204-70, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
22. GSAR 552.215-70, EXAMINATION OF RECORDS BY USACE
23. GSAR 552.270-20, PAYMENT
24. GSAR 552.270-25, SUBSTITUTION OF TENANT AGENCY
25. GSAR 552.270-31, PROMPT PAYMENT

## **2.11 WAIVER OF RESTORATION**

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

## **2.12 CHANGE OF OWNERSHIP**

A. If during the term of the Lease, including any renewals or extensions, 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, and its successor, shall notify the Government within five (5) 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 a part of the Lease via a Supplemental Agreement.

D. In addition to all documents required by FAR 42.1204, the RECO 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 RECO 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) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

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 RECO under sub-paragraph D of this Section 2.13, 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 of this Section 2.13.

## **2.13 EMERGENCY MAINTENANCE AND REPAIRS**

The Government will notify the Lessor of any emergency and request the Lessor to perform all necessary repairs and remediation. All emergency repair and remediation performed by the Lessor will be completed within forty-eight (48) hours from the time notification is sent by the Government. Emergency repairs include, but are not limited to the following:

- Failure of heating/cooling system to maintain specific temperature
- Failure of water system, including hot water, or colored, odorous, or contaminated water
- Inadequate or no water pressure
- Leaking water pipes

Blocked or leaking drains  
Electrical failure  
Sewage system malfunction  
Failure of security or fire protection systems, including alarms and sprinklers  
Repair/replace exterior windows and doors including plate glass, if applicable

## **2.14 OWNERSHIP CERTIFICATION**

The Lessor certifies that he/she/it is the rightful and legal owner of the property and has the legal right to enter into this Lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the Property, the Government may terminate this Lease effective immediately. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Government by reason of such failure and to refund all rentals paid.

## **2.15 DAMAGES**

The Government shall be liable only for damages resulting from negligence or misconduct of Government personnel. The Government shall not be liable for any loss, destruction or damages to the Premises beyond the control and without the fault or negligence of the Government. This includes, but is not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism. The parties agree that settlement of damages by the Government, if any, shall be done when the Lease is terminated. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this Section 2.16 are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

## **2.16 GRATUITIES TO GOVERNMENT EMPLOYEES**

A. The Government may, by written notice to the Lessor, terminate this Lease if it is found, after notice and hearing by the Secretary of the Army, or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a Lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Lease; provided, that the existence of facts upon which the Secretary of the Army or his/her duly authorized representative makes such finding, shall be in issue and may be reviewed in any competent court.

B. In the event this Lease is so terminated as provided in paragraph A hereof, the Government shall be entitled to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the Lease by the Lessor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages (in an amount as determined by the Secretary of the Army or his/her duly authorized representative) which shall be not less than three (3), nor more than ten (10), times the cost incurred by the Lessor in providing any such gratuities to any such Government officer or employee.

C. The rights and remedies provided to the Government in this Section 2.17 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

**2.17 OFFICIAL(S) NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

**2.18 LESSOR INSURANCE (OPTIONAL)**

Lessor shall maintain public liability and property damage insurance with a single combined liability limit of not less than \$1,000,000, and property damage limits of not less than \$500,000 insuring against all liability of Lessor and its authorized representatives arising out of or in connection with the Premises or the real property in which the Premises is located. Lessor shall maintain on the building and other improvements in which the Premises are located, a policy of standard fire and extended coverage insurance (with vandalism and malicious mischief endorsements) to the extent of full replacement value.

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## SECTION 3 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 3.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS

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

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.

### 3.02 UTILITIES SEPARATE FROM RENTAL

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.

### 3.03 MAINTENANCE AND TESTING OF SYSTEMS

A. The Lessor is responsible for the total maintenance and repair of the leased Premises, including 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, and emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

### 3.04 ONSITE LESSOR MANAGEMENT

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.

### 3.05 RANDOLPH-SHEPPARD COMPLIANCE

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.

### 3.06 INDOOR AIR QUALITY

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the USACE indicator levels, as identified in this Paragraph A, for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm<sup>2</sup>; mold (see Section 5.08, Mold); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air; and formaldehyde 0.016 ppm. Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product labor or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, Lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least seventy-two (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 areas 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 RECO. The Lessor shall take corrective action to correct any tests or measurements that do not meet the USACE indicator levels identified in paragraph A of this Section 5.06.

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

Space, and the area above suspended ceiling 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 square foot, 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.

### **3.07 HAZARDOUS MATERIALS**

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.

### **3.08 MOLD**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with subparagraph C below.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions, such as ongoing water leaks or moisture infiltration, that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators). Ventilation zones serving the Space shall also be free of actionable mold.

C. Within seventy-two (72) hours following a flood, plumbing leak or heavy rain whereby the Government Space or ventilation zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage.

D. Whenever mold is visible, mold odors are present, or occupants of the Space register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and ventilation zones serving the Space for visible and/or actionable mold presence. Inspection shall take place no later than fifteen (15) calendar days following notification by the Government to the Lessor of a potential mold issue. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all actionable mold, as well as 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, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall be completed pursuant to a

schedule or time frame agreed to in writing by the RECO, which shall be no later than ninety (90) calendar days following confirmation of the presence of actionable mold.

E. 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.

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## SECTION 4 DISPUTES

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### 4.01 DISPUTES

A. This Lease is subject to 41 U.S.C. Chapter 71, Contract Disputes.

B. Except as provided in 41 U.S.C. Chapter 71, all disputes arising under or relating to this Lease shall be resolved under this clause.

C. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. Chapter 71 until certified. A voucher, invoice, or other routine request for payment that is in dispute when submitted is not a claim under 41 U.S.C. Chapter 71. The submission may be converted to a claim under 41 U.S.C. Chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

D.

(1) A claim by the Lessor shall be made in writing and, unless otherwise stated in this Lease, submitted within six (6) years after accrual of the claim to the RECO for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the RECO.

(2)

(i) The Lessor shall provide the certification specified in paragraph D(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount

requested accurately reflects the Lease adjustment for which the Lessor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Lessor.”

(3) The certification may be executed by any person authorized to bind the Lessor with respect to the claim.

E. For Lessor claims of \$100,000 or less, the RECO must, if requested in writing by the Lessor, render a decision within sixty (60) days of the request. For Lessor-certified claims over \$100,000, the RECO must, within sixty (60) days, decide the claim or notify the Lessor of the date by which the decision will be made.

F. The RECO’s decision shall be final unless the Lessor appeals or files a suit as provided in 41 U.S.C. Chapter 71.

G. If the claim by the Lessor is submitted to the RECO or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Lessor refuses an offer for ADR, the Lessor shall inform the RECO, in writing, of the Lessor’s specific reasons for rejecting the offer.

H. The Government shall pay interest on the amount found due and unpaid from (1) the date that the RECO receives the claim (certified, if required); or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the RECO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the RECO receives the claim and then at the rate applicable for each six (6) month period as fixed by the Treasury Secretary during the pendency of the claim.

I. The Lessor shall proceed diligently with the performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the RECO.

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## SECTION 5 RECONCILIATION

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### 5.01 RECONCILIATION CLAUSE

After December 31, **[Insert Year]** and each subsequent calendar year, upon presentation of statistical data by the Lessor or Government showing the projected costs, as shown below, have increased or decreased from the below itemized costs, it is agreed by the Lessor and the Government that if the Government accepts the cost, the parties shall enter into a Supplemental Agreement to this Lease to adjust, up or down, the monthly payments representing the below cost for the remainder of the Lease, as amended. The Government reserves the right to pay or collect the difference in a one-time lump-sum payment in lieu of adjusting the monthly payment amount. The Lessor will not be eligible for a payment adjustment until the Lessor has submitted the documentation for each operating cost listed below. The Lessor must submit all documentation for expenses within ninety (90) days from year-end. Failure to submit the request within ninety (90) days from year-end will constitute a waiver by the Lessor of the Lessor's rights to a payment adjustment for the specific year in which the payment adjustment would otherwise apply.

Common area maintenance charges as used herein are defined as the costs of operation, maintenance, and repair of the common areas and do not include the Lessor's overhead, marketing or promotional fees, or administrative costs for management of the Premises. It is agreed the real estate taxes, insurance, utilities, and common area maintenance for the Premises are to be paid on a pro-rata basis by the Government:

Total building area:           square feet as of the date of this Lease  
Leased area:                   square feet or percent of the total area

The rental payment of \$**[Insert Amount]** (note: also state amount in words) per calendar month, as stated in Lease provision 1.02 above, is broken down as follows:

	ANNUAL AMOUNT	PER SF AMOUNT	MONTHLY AMOUNT
Base Rent	00,000.00	0,000.00	
Real Estate Taxes	00,000.00	0,000.00	
Property Insurance	00,000.00	0,000.00	
CAM:	00,000.00	0,000.00	
Janitorial Services	00,000.00	0,000.00	
UTILITIES:			
Gas	00,000.00	0,000.00	
Electric	00,000.00	0,000.00	
Water & Sewer	00,000.00	0,000.00	
<b>TOTAL</b>	<b>00,000.00</b>	<b>0,000.00</b>	

**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

<b>CATEGORY</b>	<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
GENERAL	1	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	2	GSAR 552.270-11	SUCCESSORS BOUND
	3	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	GSAR 552.270-24	STATEMENT OF LEASE
	5	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	GSAR 552.270-26	NO WAIVER
	7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	8	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	10		DEFAULT BY LESSOR
	11	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	12	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	13	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	14	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	15	GSAR 552.270-12	ALTERATIONS
	16	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	GSAR 552.270-31	PROMPT PAYMENT
	19	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	25	FAR 52.223-6	DRUG-FREE WORKPLACE
	26	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

ADJUSTMENTS	27	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	30	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	31	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	32	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	FAR 52.233-1	DISPUTES
LABOR STANDARDS	34	FAR 52.222-26	EQUAL OPPORTUNITY
	35	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	46	FAR 52.204-2	SECURITY REQUIREMENTS
	47	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	48	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	49	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

	50	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	51	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
OTHER	52		INTENTIONALLY DELETED
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

**1. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)**

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 the Lessor, which shall not be unreasonably withheld.

**2. GSAR 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. GSAR 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**4. GSAR 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. GSAR 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. GSAR 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. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)**

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. GSAR 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. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)**

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

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**11. GSAR 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. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)**

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 tenable 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.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)**

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
  - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
  - (2) Unless otherwise approved by the Lease Contracting Officer, 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.
    - (i) 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.
    - (ii) 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (3) 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.
- (4) 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.

**14. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)**

Lessor shall comply with all Federal, state, tribal, 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, tribal, 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. GSAR 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. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)**

- (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 tenant improvements conforming to this lease and the approved design intent drawings (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 tenant improvements 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 premises 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

## 17. FAR 52.204-13

## SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

*This clause is incorporated by reference.*

## 18. GSAR 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (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.

**19. FAR 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

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

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.

## 20. PAYMENT (SEP 2022)

- (a) When space is offered and accepted, the amount of 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:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

## 21. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

*This clause is incorporated by reference.*

## 22. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

## 23. GSAR 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (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.

**24. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

(Applicable to leases over \$150,000 total contract value.)

*This clause is incorporated by reference.*

**25. FAR 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.*

**26. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**

(Applicable to leases over \$6 Million total contract value.)

*This clause is incorporated by reference.*

**27. GSAR 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (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.

**28. FAR 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 \$2,000,000.)

*This clause is incorporated by reference.*

**29. GSAR 552.270-13                      PROPOSALS FOR ADJUSTMENT (OCT 2016)**

*This clause is incorporated by reference.*

**30. GSAR 552.270-14                      CHANGES (SEP 2022) (DEVIATION)**

- (a) The Lease Contracting Officer (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 cost 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) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must 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 is not liable to Lessor under this clause.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**31. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)**

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

*This clause is incorporated by reference.*

**32. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

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

*This clause is incorporated by reference.*

**33. FAR 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**34. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**

*This clause is incorporated by reference.*

**35. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

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

*This clause is incorporated by reference.*

**37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

## 38. FAR 52.222-36

## EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(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 the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, 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.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

**40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)**

(Applicable to leases over \$35,000 total contract value.)

*This clause is incorporated by reference.*

**41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)**

(Applicable if over \$2,000,000 total contract value.)

*This clause is incorporated by reference.*

**42. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**

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

*This clause is incorporated by reference.*

**43. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020)**

(Applicable to leases over \$750,000 total contract value.)

*This clause is incorporated by reference.*

**44. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)**

(Applicable to leases over \$750,000 total contract value.)

*This clause is incorporated by reference.*

**45. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**

(Applicable if over \$30,000 total contract value.)

*This clause is incorporated by reference.*

**46. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)**

(Applicable when the contract may require access to classified information.)

*This clause is incorporated by reference.*

**47. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

*This clause is incorporated by reference.*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

**48. GSAR 552.204-9 PERSONAL IDENTITY VERIFICATION REQUIREMENTS (JUL 2021)**

*This clause is incorporated by reference.*

**49. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

(a) *Definitions.* As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ( [44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**50. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**

*This clause is incorporated by reference.*

**51. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
  - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

**52. INTENTIONALLY DELETED**

**53. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

*This clause is incorporated by reference.*

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